

The Board of Supervisors met on 7/17/18 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty and Rick Sanders, with Sanders presiding. Lauris Olson absent. (all audio of meetings available at storycountyiowa.gov).

MAINSTREAM LIVING ANNUAL REPORT – Bill Vaughn, President, reported program statistics, services, funding, and transportation.

STORY TIME CHILDCARE ANNUAL REPORT – Jayne Underhill, Director, reported services are at full capacity. She reported on staff, issues, state changes to food programs, and gave a playground update.

VETERANS AFFAIRS QUARTERLY REPORT – Brett McLain, Director, reported on assistance by type of assistance, services, outreach services, events, and staff training. Lynn Lathrop, Commission Chair, reported on commission meetings and outreach efforts.

MINUTES: 7/10/18 Minutes – Chitty moved, Sanders seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

Chitty moved, Sanders seconded the approval of consent agenda as presented.

1. Engagement Letter between Story County and Mevyn Group for training on 4/25/19 for \$2,000.00
2. Engagement Letter and Contract between Story County and Midwest Speakers Bureau Inc for training on 4/18/19 for \$3,500.00 plus travel expenses
3. Contract for services provided by Youth and Shelter Services (YSS), effective 7/1/18-6/30/19, for \$286,000.00
4. Maintenance Agreement with Johnson Controls for fire alarm monitoring at the Administration Building for \$704.16, effective 8/1/18-7/31/19
5. FY19 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC), effective 7/1/18-6/30/19: MGMC - Inpatient Services (does not include physician services) \$924.53/day; Inpatient Physician Services \$141.40/day; Observation up to eight hours \$469.39/eight hours; Observation up to 12 hours \$601.87/12 hours; Observation up to 23 hours \$736.63/23 hours
6. Engagement Letter between Story County and People Statements LLC for training on 3/6/19 for \$4,000.00 plus travel expenses
7. Quarterly and Yearly Reports: Auditor; Recorder; Sheriff; and Veterans Affairs
8. Special Class B Beer License (BB) (includes wine coolers) for Twin Anchors Campground, 68132 US Highway 30, Colo, Iowa, including outdoor services for five-day license, effective 8/4/18
9. Contract with Brush and Weed Control Specialists for brush control, not to exceed \$25,000.00
10. 28E Agreements between Animal Control and the following cities: Gilbert and Roland, effective upon signature through 6/30/19
11. Road Closure Resolutions: #19-02; 19-03; 19-04

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 273 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY AND RESOLUTION #19-02 CORNERSTONE TO CAPSTONE (C2C)

FUTURE LAND USE MAP AMENDMENT – FINCH REZONING – Jerry Moore, Planning and Development (P&D) Director, reported on background information, regulations and requirements for home businesses, on-site materials, land use amendment standards, and options. Ryan Schweitzer, P&D Intern, reported on the review process, soil evaluation, ownership, current zoning and land use, permit history, and comments received from the public. The requested amendment is from A-1 Agricultural District to CLI Commercial/Light Industrial District. Schweitzer reported on the Planning and Zoning (P&Z) Commission's meeting and the comments from Assistant Story County Attorney Ethan Anderson. The P&Z Commission recommends denial of the rezoning request and approval of the home business permit with conditions. Moore reviewed the conditions. Sanders reviewed options. Anderson reported meetings and proposed conditions. Discussion took place. Sanders opened the public hearing at 11:14 a.m. Justin Dodge, representative of Finco Tree Service, spoke in favor of the permit. Larry Warner, Ames, spoke in support of the applicant. Sanders, hearing no further comments, closed the public hearing at 11:25 a.m. Sanders clarified the action options for the Board. Chitty moved, Sanders seconded to deny the proposed Ordinance No. 273, the Story County Zoning Map Amendment from the A-1 Agricultural District to the CLI Commercial/Light Industrial District. Roll call vote. (MCU) Chitty moved, Sanders seconded to deny Resolution #19-02, the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area. Roll call vote. (MCU) Sanders reviewed the conditions. Chitty moved, Sanders seconded the approval of the Home Business Permit Renewal for Finco Tree and Wood Services with stated conditions until 2030. Roll call vote. (MCU)

INCREASING THE HOURLY WAGE FOR TEMPORARY ELECTION TECHNICIANS AND TEMPORARY OFFICE WORKERS – Lucy Martin, Auditor, reported on the types of work assigned to temporary staff and the timeframe when temporary workers are used. Martin reported on previous hiring methods, changes in legislation, additional expectations, and the number of workers needed for November's election. She stated the increase can be accommodated within the existing budget. Kevin Norris, Deputy Auditor, reported the jobs have become more technical in nature. Chitty moved, Sanders seconded the approval of increasing the hourly wage for temporary election technicians and temporary office workers to \$15.00/hour. Roll call vote. (MCU)

28E AGREEMENT FOR THE HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED MANAGEMENT AUTHORITY – Leanne Harter, County Outreach and Special Project Manager, reported on the process; she stated the agreement will include up to 17 entities. Chitty moved, Sanders seconded the approval of the 28E Agreement for the Headwaters of the South Skunk River Watershed Management Authority as presented. Roll call vote. (MCU)

DIRECTION REGARDING AMENDMENTS TO THE URBAN RENEWAL PLAN - STORY COUNTY URBAN RENEWAL AREA – Leanne Harter, County Outreach and Special Project Manager, reported on the amendment process, and the proposed changes that add Phase 3 of the Tedesco Environmental Learning Corridor to the plan. Sanders directed Harter to proceed with the amendment process as presented.

COMMUNITY SERVICES QUARTERLY REPORT – Karla Webb reported on types of assistance and services, funding, meetings, Crestview Mobile Home Park relocation assistance, opioid taskforce, educational opportunities, and training.

HEALTH IMPACT ASSESSMENTS OVERVIEW – Leanne Harter, County Outreach and Special Project Manager, reported one goal of the C2C Plan is for the Board to consider conducting health impact assessments when considering public infrastructure and development. She provided a detailed overview of how the Board can undertake health impact assessments.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Board members congratulated the reporter from the Ames Tribune and wished him well in his new endeavors.

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

Story County
Board of Supervisors Meeting
Agenda
7/17/18

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

- I. Mainstream Living Annual Report - Bill Vaughn, President & CEO

Department Submitting Auditor

Documents:

MAINSTREAM.PDF

- II. Story Time Childcare Annual Report - Jayne Underhill

Department Submitting Auditor

- III. Veterans Affairs Quarterly Report - Brett Mclain

Department Submitting Auditor

Documents:

VA QT REPORT.PDF

5. CONSIDERATION OF MINUTES:

- I. 7/10/18 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

7. CONSENT AGENDA:

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

- I. Consideration Of Engagement Letter For Training Between Story County And Mevyn Group On 04/25/19 For \$2000

Department Submitting Human Resources

Documents:

LETTER OF AGREEMENT.PDF

- II. Consideration Of Engagement Letter And Contract For Training Between Story County And Midwest Speakers Bureau Inc On 04/18/19 For \$3500 Plus Travel Expenses

Department Submitting Human Resources

Documents:

RANDY DEAN INTRO 2017.PDF
MIDWEST SPEAKERS INVOICE.PDF
STORY CO DEAN 41819.PDF
MIDWEST SPEAKERS 2.PDF

- III. Consideration Of Contract For Services Provided By YSS Effective 7/1/18 - 6/30/19 For \$286,000

Department Submitting Board of Supervisors

Documents:

YSSCONTRACT.PDF

- IV. Consideration Of Maintenance Agreement With Johnson Controls For Fire Alarm Monitoring At The Administration Building For \$704.16 Effective 8/1/18-7/31/19

Department Submitting Facilities Management

Documents:

JOHNSONADMINMONITORING.PDF

- V. Consideration Of FY19 Provider And Program Participation Agreement With Mary Greeley Medical Center Effective 7/1/18 - 6/30/19
Mary Greeley Medical Center - Inpatient Services (Does not include physician services) \$924.53/Day; Inpatient Physician Services \$141.40/Day; Observation Up to 8 hrs \$469.39/8 Hrs; Observation Up to 12 hrs \$601.87/12 hrs; Observation Up to 23 hrs \$736.63/23 hrs

Department Submitting Story County Community Services

Documents:

MARY GREELEY MEDICAL CENTER.PDF

- VI. Consideration Of Engagement Letter For Training Between Story County And People Statements LLC On 3/6/19 For \$4000 Plus Travel Expenses

Department Submitting Human Resources

Documents:

PROFESSIONAL DEVELOPMENT.PDF

INVOICE.PDF

VII. Consideration Of Quarterly And Yearly Reports: Auditor, Recorder, Sheriff, And Veterans Affairs

Department Submitting Auditor

Documents:

QUARTER REPORTS.PDF
RECORDER.PDF

VIII. Consideration Of Special Class B Beer License (BB)(Includes Wine Coolers) For Twin Anchors Campground, 68132 US Hwy 30, Colo, Including Outdoor Services For A 5 Day License Effective 8/04/18

Department Submitting Auditor

Documents:

TWIN ANCHORS CG.PDF

IX. Consideration Of Contract With Brush And Weed Control Specialists For Brush Control Not To Exceed \$25,000

Department Submitting Conservation - IRVM

Documents:

URGE MEMO BRUSH CONTRACT 2019.PDF
IRVM BRUSH CONTRACT FY19.PDF

X. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Gilbert And Roland Effective Upon Signature - 6/30/19 consent

Department Submitting Animal Control

Documents:

28E AGREEMENTS.PDF

XI. Consideration Of Road Closure Resolution(S): #19-02; 19-03; 19-04

Department Submitting Engineer

Documents:

RC 19 02.PDF
RC 19 03.PDF
RC 19 04.PDF

8. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance #273 Amending Certain Boundaries Of The Official Zoning Map Of Story County And Resolution #19-02 C2C Future Land Use Map Amendment – Finch Rezoning – Jerry Moore, Ryan Schweitzer

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
ORDINANCE NO 273.PDF
RESOLUTION 19 02.PDF
HOME BUSINESS PERMIT RENEWAL.PDF
HOME BUSINESS PERMIT DOCUMENTS.PDF
COUNTY STAFF COMMENTS.PDF
SUPPORT COMMENTS.PDF

9. ADDITIONAL ITEMS:

- I. Consideration Of Increasing The Hourly Wage For Election Technicians And Temporary Office Workers - Lucy Martin

Department Submitting Auditor

Documents:

TECHS AND TEMPS.PDF

- II. Discussion And Consideration Of The 28E Agreement For The Headwaters Of The South Skunk River Watershed Management Authority - Leanne Harter

Department Submitting Board of Supervisors

Documents:

HEADWATERS OF THE SOUTH SKUNK DRAFT 28E.PDF

- III. Discussion And Direction Regarding Amendments To The Urban Renewal Plan - Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

AMENDEDURBANRENEWALPLANFORAUGUST2018.PDF

10. DEPARTMENTAL REPORTS:

- I. Community Services Quarterly Report - Karla Webb

Department Submitting Auditor

Documents:

CS QTR.PDF

11. OTHER REPORTS:

I. Health Impact Assessments Overview - Leanne Harter

Department Submitting Board of Supervisors

Documents:

HEALTH IMPACT ASSESSMENTS.PDF

12. PUBLIC FORUM #2:

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

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

14. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
7/17/18

NAME

ADDRESS

Brett McClain
Jerry Moore
Ryan Schweitzer
Jayne Underhill
Bill Vaughn
Matt Evans
John Klaus
Todd Lundvall
Esther Anderson
DUSTIN INGRAM
Lynne Lathrop
Deb Schildroth
Kara Wehn
Aissa Wehn
Jessica Reynolds
LUCY MARTIN
KEVIN NORRIS

Veterans Affairs
P&D Dept.
P&D Dept
Storytime Childcare
Mainstream Living
BOS
BOS
BOS
SCAO
AEDC
V.A.
BOS office
CommSense
BOS
SCAO
AUDIT
AUDIT

Report for Story County Board of Supervisors

6/14/2018

Mainstream Living current serves individuals in 2 program areas in Story County, Home and Community Based Waiver and the Center. Some individuals may receive more than one type of service while others may only receive one specific service. The majority of individuals receiving services are funded thru Medicaid, with a few receiving their funding from Story County. The total numbers of individuals served in Story County are as follows:

Home and Community Based Services –

Hourly Supported Community Living (SCL) services – 18 individuals

Daily SCL services - 43 individuals in 15 Sites

Medically Fragile – 5 individuals at 1 Site

Mainstream Center – Some individuals may be included in multiple services below

Day Habilitation @ MELC services – 54 individuals

Day Habilitation @ ACE services – 26 individuals

Day Habilitation @ Sensory services – 15 individuals (this program has been discontinued)

Enclaves – 39 individuals

- 1) Of the numbers above, Story County currently pays for 1 individual receiving ¼ hour Enclave services. During FY 16-17, we received \$656. We are on track to receive \$1,975 for this fiscal year. Mainstream requested \$750 for FY 18-19 and were allocated \$958.
- 2) Story County currently pays for 4 individuals receiving full-day Day Habilitation services. During FY 16-17 we received \$28,793 for those services. We are on track to receive \$14,499 this fiscal year. We requested \$39,000 for FY 18-19 and were allocated \$39,000.
- 3) Story County currently pays for 2 individuals receiving ¼ hour SCL services. During FY 16-17 we received \$5,369 for those services. We are on track to receive \$2,439 this fiscal year. We requested \$6,000 for FY 18-19 and were allocated \$6,000.

- 4) Story County currently pays for 1 individual receiving ¼ Hour Day Habilitation services. During FY 16-17 we received \$186 for those services. We are on track to receive \$94 this fiscal year. We requested \$250 for FY 18-19 and were allocated \$250.
- 5) Mainstream has also requested and received approval for a new and expanded service for FY 19-20. The service is aid in continuing to provide enclave services to the 43 individuals we serve at the 3 enclaves in Story county.

Respectfully submitted,

William Vaughn, MSW, LISW
President and CEO
Mainstream Living, Inc.,



Story County Commission of Veterans Affairs
Brett D. McLain, Director
Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010
Ph. 515-956-2626 Fax 515-956-2627
www.storycountylowa.Gov
veteransaffairs@storycountylowa.Gov

7/17/18

Board of Supervisors Quarterly Report

**** Period covered April 1, 2018 – June 30, 2018****

“Greetings from the Commission of Veterans Affairs”

During the last quarter, we assisted five Veterans for County VA benefits.

Two Veterans came in for rent assistance. **\$720.00**

Two Veterans came in for utility assistance. **\$305.31**

One family came in for burial assistance. **\$ 1,916.00**

A total of county assistance was **\$2,941.31**

During the quarter, we interviewed 404 Veterans and Surviving Spouses for eligibility for Federal, State and County VA benefits. (134.66 on average per month last QT).

Note: for the FY 18, **1,326 interviews**, with **1,063 men, 263 women** Veterans and surviving spouses. The average per month was 110.5 for the year an increase from FY 17 by 18.2 per month.

4th QT FY 18 interviews were:

40 who served during WWII

58 who served during Korea War

172 who served during Vietnam War.

23 who served during the Persian Gulf War.

31 who served during the Cold War.

27 who served in Iraq or Afghanistan

53 Surviving Spouses of Veterans

32 were enrolled for VA Health Care

Vietnam Books Issued

During the quarter, 51 Vietnam Books issued bring the total issued to 358. Currently we have 144 in our inventory.

In addition, we have several duffel bags with new clothes in them that we have been giving out to at risk of being homeless and or homeless veterans.

Outreach

On Friday May 18, 2018, we held our Veterans Appreciation Day in Ames at the Moose Lodge. Volunteer Stacy Bane gave 48 haircuts, we enrolled 24 Veterans into the VA hospital Health care system and 30 Vietnam books, lapel pins were issued. Dan Grouse provided music, lunch was provided to **165 Veterans and 65 surviving spouses and or spouses**, thanks to Hy-Vee for their donation and Terry Milam for smoking the meat.

A record turnout for the books. Also, thank you Martin Chitty for not only attending but for being there and talking to Veterans about their concerns.

The Commission presented a thank you plaque to Hy-Vee for all the support they give the office and our Veterans here in Story County.

Over the last 18–19 years, we have been growing these kinds of events, so we are looking at a much larger space located at the Plex in Ames for our November 13 Supermarket of Veterans Benefits.

Training completed and or upcoming

April 17-19 Erin and I attended Iowa / IACCVSO VA School of instruction in Des Moines.

June 2-8 I attend National VA School NACVSO in Reno Nevada.

October 16 in Des Moines, the Commission has a one-day school

October 16, 17 and 18 Erin and I have a state VA school of instruction.

During our June monthly Commission meeting our organization elections we held, Lynn Lathrop will be the department chair and Amy Rosenberg will be the department secretary.

Sincerely,

Brett McLain, Director Veterans Affairs



Presents a Letter of Agreement for



Story County and The Meyvn Group

The Meyvn Group is pleased to provide Story County with training on April 25, 2019.

Creating a Cohesive Team (8 hours)

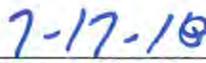
Great teams are founded on the belief that none of us is as good as all of us. In fact, in everyday situations effective teams know that thinking, planning, decision-making and execution are better when done cooperatively. But great teams don't happen by osmosis. Great teams start with great leaders. This full-day course designed to help leaders build effective and productive teams. After completing this module participants will:

- Understand why most teams fail
- Identify the five most important team success skills
 - Trust
 - Productive Dissent
 - Clarity and Closure
 - Peer Accountability
 - Collective Results

Story County Investment: \$2,000. Story County will be billed upon acceptance of this agreement.



Story County



Date



Date: July 10, 2018

Midwest Speakers Bureau, Inc. acting as authorized managing agent for Randy Dean is pleased to confirm the following engagement, subject to the terms and conditions set forth below.

CLIENT: Story County
Noelle McLatchie NMcLatchie@storycountyiowa.gov
900 6th Street
Nevada, Iowa 50201-2087
(515) 382-7205

PRESENTER: Randy Dean

APPEARANCE DATE: April 18, 2019

FUNCTION: Training

LOCATION OF ENGAGEMENT: Community Building
90 I Ave, Nevada, IA 50201

TOPIC: TBD

TIMETABLE: 9-10:30am and 1-2:30pm

TECHNICAL REQUIREMENTS: wireless lapel mic, LCD projector, screen

TERMS OF AGREEMENT: \$3500 (*If additional engagement is secured, multiple booking discount will be applied)
Plus the following expenses:

1. Unrestricted Coach Airfare, ground transportation; meals and tips will be billed by MWSB.
2. Hotel reservations will be made for the night(s) of **April 17, 2019**; late arrival guaranteed, billed directly to the client. (***up to 2 nights hotel, if needed**)

PAYMENT: \$1750 holding deposit due by July 25, 2018
\$1750 final balance due by April 8, 2019
**All payments shall be made by client via company check made payable to:
Midwest Speakers Bureau, Inc. (FID #42-1501814)**

This contract is subject to the terms and conditions set forth on the following page, which are part of this contract. The representative of the Client in signing this agreement warrants that she or he signs as a duly authorized representative of the Client.

Accepted By:

Accepted By Midwest Speakers Bureau, Inc.



Client Date 7-17-18

Angela Cox-Weston, President 7-10-18

Angela Cox-Weston, President Date

ADDITIONAL TERMS AND CONDITIONS OF THE CLIENT CONTRACT

PARTIES: The signatories to this Agreement are the Midwest Speakers Bureau, Inc. (hereafter referred to as MWSB) and Client (each "Party" and collectively the "Parties"). MWSB is acting in its capacity as booking agent for the Presenter for the scheduled Engagement. MWSB has secured Presenter's availability and will handle all payments from Client in connection with the Engagement. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, or employee/employer relationship. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. The Parties further acknowledge that Presenter is an independent contractor and is not an employee, partner, joint venture or agent of either Client or Bureau. The Parties acknowledge and agree that Bureau shall not be responsible in any way for the Presenter's acts, omissions, statements or any commitments made by Presenter or Client.

FORCE MAJEURE: In the event of a "Force Majeure," due to a natural disaster, act of God, war or other declared national emergency that prevents the entire meeting from being held, these terms shall not exempt, but merely suspend any party from its duty to perform the obligations under this agreement, as soon as practicable after a force majeure condition ceases to exist. Should circumstances such as death, disability or family emergency prevent PRESENTER from appearing as scheduled, MWSB shall provide, with the client's permission, a comparable substitute. If a substitute cannot be obtained, any payments received by MWSB will be refunded to the client.

AUDIO VISUAL REQUIREMENTS: The client is responsible for providing and paying for the necessary audio visual requirements requested by presenter. The client is also responsible for having a professional AV technician available onsite to assist with speakers AV needs.

TAXES: If host organization is required to withhold state income tax on behalf of the speaker, that amount shall be added to the total speaker fee, resulting in the total gross speaker fee paid to MWSB the same amount as agreed to within this contract.

CANCELLATION TERMS WHEN CLIENT CANCELS: In the event that the client fails to abide by the payment terms or there is another material breach of the contract, the presenter will be informed of the Breach and the presenter will not be required to speak at the contracted event. In the event of any cancellation initiated by the client due to a material breach, client agrees to surrender the deposit if the cancellation is made in advance of sixty (60) days of the event. The client agrees to surrender the entire amount if the cancellation is made less than sixty (60) days of the contracted date.

CANCELLATION TERMS WHEN THE PRESENTER CANCELS: The presenter may cancel the agreement for the following reasons: Illness, Force Majeure, Death of Immediate Relative, or information relating to the sponsoring organization or event that creates a substantial Relations or Conflict of Interest issue. In the event the presenter cancels for one of these reasons, the client will be reimbursed their money, if MWSB cannot provide the client with another presenter which is acceptable to the client. Damages for cancellation under any circumstances are limited to the refund of this money. No consequential damages or anything similar are allowed for under this contract.

In the event the presenter is unavoidably delayed, but arrives and presents his/her program in full as directed by the client, the engagement will be considered to have been completed as agreed. All fees and other charges shall be due in full unless otherwise agreed to, in writing, by Midwest Speakers Bureau, Inc. or the presenter.

MORALS CLAUSE: If at any time while Speaker is rendering or obligated to render professional services for the program herein, Speaker is charged with or convicted of an offense involving moral turpitude under federal, state or local laws or ordinances, or in his/her private life, is or has been involved in any situation or occurrence which subjects Speaker to public scandal, disrepute, widespread contempt, public ridicule, or which is widely deemed by members of the general public or the Client to embarrass, offend, insult or denigrate individuals or groups, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Client in general, then Client shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to terminating the Speaker Agreement without liability. The Speaker shall have no right to cure, except as may be allowed at the Client's discretion. Any allowance made will not impact Client's rights as outlined above. Any and all advance deposits, flight payments or other related expenses paid by Client must be returned within 30 days of notification.

CONSENT TO JURISDICTION AND GOVERNING LAW: It is understood and agreed that this contract is entered into and accepted in the City of Des Moines, Iowa and that the laws of the state of Iowa shall govern the terms of this contract. It is agreed that the client consents to the personal jurisdiction of the courts of the State of Iowa both state and federal with respect to any action arising out of this contract. This means MWSB may institute a legal action in the state of Iowa and the client will be required to defend and litigate any such action in Iowa. Nothing in this agreement shall be deemed as limiting the jurisdiction in which suit may be filed by any party to this agreement or the means of obtaining the service of process in any such suit.

TAXES AND FEES: The Client shall pay any and all Federal or State Amusement or similar taxes. Notwithstanding the preceding sentence, each party shall be responsible for their own U.S. income taxes. Non-U.S.A. clients agree to pay all associated taxes enforced by the hosting Country.

EXPENSES: The Client shall be responsible for all reasonable expenses in addition to payment(s) for the Engagement unless otherwise negotiated as a No Surprise fee, a Flat fee, or an All Inclusive fee. Expenses for the Presenter will include airfare, local lodging and meals, taxicabs or limousine fares and any other expenses made necessary by the Presenter's trip to, presence in, or trip from the city in which the program is presented, unless explicitly defined otherwise on page 1 of this agreement. Expenses are limited to those set forth in the Terms of Agreement on previous page.

RECORDING PROHIBITED: It is agreed that the Engagement, including without limitation the Presenter's address, may not be recorded by any means, including without limitation, on audio tape, video tape or film, nor may it be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of MWSB. All materials provided by the presenter are protected by Copyright Laws of the USA.

CONFIDENTIALITY: It is agreed that the terms and conditions of this contract including the compensation of the presenters and MWSB are confidential and a breach, negligent or intentional, of this confidentiality shall be deemed a breach of this contract for which the breaching party may be held liable.

ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the Parties; it shall become effective when a fully executed original is received by MWSB. This Agreement may not be altered, changed, modified, or waived in whole or part except by another agreement in writing signed by both Parties. An executed facsimile copy, digital execution or photocopy of this contract shall be deemed an original.

P.O. Box 36037, Des Moines, IA 50315 Phone: 515-974-8305 www.speakernow.com

Randy Dean Bio Blurb

Randy Dean, the “E-mail Sanity Expert”[®] is a professional speaker and expert on time & e-mail management, effective organization, and the related use of technology. For more than 20 years, Randy has been leading training and speaking programs for major corporate, university, association, and government audiences. Obsessed with time management and personal productivity, he left a successful career as a graduate program admissions director, professional marketer, and manager to become a leading speaker and trainer. The author of the recent Amazon bestseller, *Taming the E-mail Beast*, he has led programs for thousands of satisfied and inspired students, managers, and professionals on being more productive with their time and life. His highly informative and entertaining speaking and training programs leave audience members with immediately-usable tools, strategies, and skills on how to better manage their time, technology, and information overload following their program experience.

Midwest Speakers Bureau, Inc.

PO Box 36037
Des Moines, IA 50315

Invoice

Date	Invoice #
7/10/2018	6322B

Bill To
Story County Noelle McLatchie 900 6th Street Nevada IA 50201-2087

Due Date	A.C.
4/8/2019	AC

Description	Amount
<p>FINAL PAYMENT FOR THE FOLLOWING ENGAGEMENT:</p> <p>SPEAKER: Randy Dean</p> <p>DATE: April 18, 2019</p> <p style="text-align: right;"> APPROVED Board Member Initials: <u>RS</u> Meeting Date: <u>7-17-18</u> Follow-up action: _____ _____ _____ </p>	1,750.00
Total	\$1,750.00

Checks payable to Midwest Speakers Bureau, Inc. Federal ID# 42-1501814

Phone #	Fax #	E-mail	Web Site
515-974-8305	515-974-8304	angela@speakernow.com	www.speakernow.com

Youth and Shelter Services, Inc.
Ames, Iowa

2018- 2019 Contract for Services with
Story County Board of Supervisors
and
Story County Juvenile Court Services

THIS AGREEMENT, made and entered into this first day of July 2018, by and between the Story County Board of Supervisors and Story County Juvenile Court Services Office (hereinafter jointly called Story County) and Youth and Shelter Services, Inc., a nonprofit corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called YSS).

WHEREAS, Story County has determined the need to contract for certain facilities and services for the children, youth, and families of Story County who are either court involved, who are being diverted from court involvement, or who could benefit from early intervention and prevention services as set out in Section III and,

WHEREAS, YSS has secured "Medicaid Rehabilitation Certification" from the Iowa Department of Human Services which provides funds for the reimbursement for costs incurred by delivering treatment services to only certain Juvenile Court or OHS approved clients at Youth and Shelter Services, and,

WHEREAS, the Purchase of Service Agreement through OHS provides funds for only a portion of the costs of purchasing the necessary shelter care and counseling services provided by YSS and does not cover, at all, the cost of parent, self, school, or Juvenile Court referrals to shelter care, out client counseling, substance abuse out client evaluation and counseling services, or prevention/education/employment services and,

WHEREAS, YSS has agreed to undertake and perform the aforesaid residential, out client, prevention, intervention, and employment services;

NOW, THEREFORE, the parties hereto have agreed to do as follows:

I. PURPOSE

The purpose of this agreement is to procure for the children, youth, and families of Story County certain services and facilities as hereinafter described and set out; to establish the methods, procedures, terms, and conditions governing payment by the Juvenile Court for such services; and, to establish other duties, responsibilities, terms, and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II. TARGET POPULATION TO BE SERVED

The following is a description of the type of children and youth to be served:

1. Children and youth who have been adjudicated delinquent, CINA, or FINA.
2. Children and youth on informal probation and/or warned, counseled, and dismissed.
3. Children and youth who are chemically dependent, alcoholic, or substance abusers.
4. Children and youth identified as having parents who are unable to effectively guide or control the behavior of their children, or who have physically, sexually, or emotionally abused their child.
5. Children and youth headed for institutional commitment.
6. Children and youth who have returned from state correctional facilities and out-of-county placements.
7. Children and youth who are emotionally disturbed and chronically disruptive.
8. Children and youth who have dropped out of school or who have been suspended, expelled or excluded from school.
9. Children and youth who are in need of jobs and employability development and training.
10. Children and youth who have committed property offenses and need opportunities to provide restitution or community service.
11. Children and youth who are experiencing behavioral problems in school, but have not, as yet, been suspended, excluded, or expelled from school.
12. Youth who are pregnant or teen parents.
13. Children and youth in need of supervision before and after school.
14. Children in need of mentoring.
15. Human trafficking prevention, education, and treatment.

III. SERVICES TO BE PERFORMED

A. CONTRACT SERVICES TO BE PROVIDED

YSS shall undertake and perform certain services as set out below for informal Juvenile Court referrals, as well as self, parent, and school referrals. These contract services have been endorsed by both ASSET and the Juvenile Court and approved by the Story County Board of Supervisors as part of the Juvenile Court Budget. The maximum total amount payable by the Story County under this section of this agreement is \$286,000, and no greater amount shall be paid except pursuant to an Amendment to the Story County Budget as approved by the Board of Supervisors. YSS shall provide, upon the first of each month, a voucher in the amount of one-twelfth the total allocation with the exception of shelter care. This voucher is sent to Story County Juvenile Court Services which will, in turn, pay YSS for said service by the tenth of each month. Upon request written and verbal statistical and narrative reports will be submitted by YSS to the Story County Board of Supervisors and Juvenile Court Services.

Actual units of service will also be submitted by YSS to Story County on a quarterly basis. These services include the following:

la. Early Intervention and Outclient Assessment and Counseling (01000-03300-366-61 Agency Services= \$93,000 total)

The subtotal for this portion of the contract is \$83,000 and is considered to be an early intervention program. This supplement is paid to Youth and Shelter Services so that clients referred by parents, schools, law enforcement agencies, juvenile court officers, or juveniles themselves can receive outclient or in-home counseling without having to be formally involved with the Court. These funds are used to make up the difference between the cost of the services that the clients receive and the money received from the parents, based on a sliding fee scale. Rates are based upon current enhanced Medicaid feeschedules see attached rate addendum.

A unit of service printout by case file number and a recap summary for all non-court ordered Story County clients will be provided. Reimbursement will be based on the units of service provided to Story County clients minus parent paid receipts. A mix of assessment, individual, family, and in-home counseling will be provided during FY 2016-2017. YSS will provide this individual and/or family counseling to an Story County referrals, expediently, and will only dismiss cases after successful completion or documented noncompliance of the case.

Clients age 18 and over may also be billed under this section with prior approval from the Juvenile Court Services as a continuation of therapy begun prior to their 18th birthdays.

This line item also funds the cost of providing early intervention and crisis intervention services. These are youth who may be referred to agencies other than YSS, those for whom the presenting problem was resolved in one or two sessions, or crisis mediation services to youth prior to intake into YSS services. An average of two units of staff time is spent on each crisis intervention case (billed at \$150 per case or \$75x2 hour= \$150). The figures on these cases will also be reported monthly to the Juvenile Court.

\$5,500 of the above funds from this section of the contract will be utilized to support coordination of the Story County Juvenile Justice Committee. This is billed 1/12 per month.

lb. Out client Substance Abuse Counseling(01000-03300-366-61 Agency Services)

The subtotal for this portion of the contract is \$10,000 and includes services to substance abusing and chemically dependent youth who reside in Story County. This supplement is paid based on 1/12/month so that clients can receive out client evaluation and counseling without having to be formally involved with the court. These funds are used to make up the difference between the cost of the service and the money received from the parents, based on a sliding fee scale.

2a. Afterschool Programs (01000-03300-373-61 Public Education Services= \$65,000 total)

The subtotal for this portion of the contract is \$43,000 to be utilized for an afterschool program for fifth, sixth, seventh, and eighth grade children. The \$43,000 will be utilized for fifth and sixth grade students to attend Kids Club. Major focus will be on low income and at-risk children. The junior high funds will be divided among two rural school districts including Ballard and Collins-Maxwell. The junior high funds will operate a four-

day-per-week after school program within each school district. Story County funds may be used as match for grant funds to expand the junior high programs. In addition, mentors, tutors, and other volunteers will be recruited to work with the program. Programs will be billed 1/12/month.

2b. Mentoring Junior High (0I000-03300-373-61 Public Education Services)

The subtotal is \$22,000 and is utilized for teens to be mentored by mentors who have been screened and cleared child abuse checks. Service will be billed at 1/12 per month. This is not a duplication of elementary school mentoring.

3. Supplement to the Rosedale Shelter (0I000-03300-360-61 Sheltered Workshop= \$85,000 total)

The subtotal of this portion of the contract is \$85,000 and is billed under supplemental to Child Welfare Emergency Services (CWES), which includes shelter care placements and alternative to placement services. The majority of this funding pays the county difference between the statewide mandated reimbursement rate of up to \$148.48 for system placements (up to \$46.65 per day) and state reimbursement (\$101.83 per day). Once these mandated services are paid, the balance (if any) may be utilized to make up the difference between the actual cost of shelter (\$181.19) and the maximum statewide reimbursement rate, emergency shelter care for runaway and homeless youth, and Story County parent placements.

The per diem is defined by one (1) 24-hour day within Rosedale Shelter and includes the following components:

- a. Twenty-four hour care and supervision including awake Night Managers.
- b. Short-term individual youth skill building and goal work
- c. Daily group sessions including but not limited to a variety of educational topics, skill building, Character Counts, nutrition, and conflict resolution. All groups are conducted by Youth Specialist, YSS Counselors and other human Services professionals.
- d. Communicable disease check and basic medical screenings are as provided by a YSS Nurse Practitioner and/or Medical Physician.
- e. Daily educational, vocational, and activities not otherwise covered by AEA.
- f. Twenty-four hour youth helpline telephone counseling and referral and information services.
- g. Twenty-four hour on-call services.
- h. Twenty-four hour eligibility screening, crisis intervention, mediation, and intake services provided by Rosedale Shelter staff.
- i. Twice monthly the shelter youth attend meeting of the Achieving Maximum Potential (AMP) Council.

4. YSS of Eastern Story County (0I000-03300-387-61 Outreach/Nevada= \$43,000 total)

The subtotal for this portion of the contract is \$43,000 and is utilized to supplement YSS of Eastern Story County. The services provided include a portion (\$23,500) of the coordinator's salary and benefits to youth development, crisis intervention, and community collaboration. This portion of funding may also be utilized as match for grants to support the work of YSS of Eastern Story County. The coordinator's position will also provide support for a Community Advisory Board and promotion of collaboration with other local service providers. The units of service provided by YSS of Eastern Story County will be reported regularly to the Juvenile Court and Board of Supervisors.

The balance of \$19,500 will be billed by unit of service provided under a similar purchase agreement as described under section IA. Crisis Intervention and Out client Assessment and Counseling.

IV. PROHIBITED USE OF FUNDS

- A. None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used in the performance of this agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the legislature or Congress.
- B. YSS shall be liable to Story County for repayment of any unauthorized expenditure of funds from the contract account. In the event of any breach or default by YSS during the term of this contract in performing the terms and conditions required of YSS hereunder, then, and upon the happening of such an event, Story County shall

give written notice to YSS of such breach or default and YSS shall have ninety (90) days to remedy such breach or default.

- C. YSS shall make available to Story County a copy of YSS' annual audit. YSS shall submit copies of audited financial statements to the Story County Board of Supervisors. All monies disbursed pursuant to the contract shall be fully accounted for by YSS to the County. All expenditures made by YSS with County funds shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All such documents shall be readily accessible for examination by the County or its authorized agent. Story County reserves the right to perform a performance audit to determine whether YSS is in compliance with the contract. Funds not claimed by the end of the fiscal year (in compliance with the County Auditor's deadline for receiving claims) shall revert back to the General Fund.

V. DISCRIMINATION PROHIBITED

No youth or parent shall, on the grounds of race, color, national origin, sexual orientation, physical handicap, age, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole, or in part with monies made available under this agreement.

VI. PROPERTY

Any and all real property and personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more, per unit, purchased or acquired with monies made available pursuant to this agreement shall be, and remain, the property of Youth and Shelter Services, Inc.

VII. DISPUTES

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be mediated by the Center for Creative Justice, who shall reduce his/her decision to writing and mail, or otherwise furnish, a copy thereof to all parties.
- B. In connection with any appeal proceeding under this clause, YSS shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, YSS shall proceed diligently with the performance of the contract.

VIII. DURATION

This agreement shall be in full force and effect from and after July 1, 2018, through June 30, 2019. If this agreement is terminated prior to June 30, 2018, and prior to the disbursement of the maximum amount payable hereunder, YSS shall be given ninety (90) days notice prior to the effective date of termination, unless it is mutually agreed otherwise. From and after the effective date of termination, no further disbursements under this agreement shall be made by the Juvenile Court.

IX. RENEWAL

This agreement shall stand subject to renewal from year to year for future fiscal years, including adjustments of consideration and services mutually agreed to by both parties. Future renewal is at the discretion of the Juvenile Court, based on a continued need for service.

IN WITNESS WHEREOF, the parties hereto have, by their authorized representative, set their hand and seal as of the date first above written.

By: _____

Story County Board of Supervisors

By: _____

Andrew Allen, President & CEO



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 320
11318 AURORA AVE
URBANDALE, IA 50322-
515-278-4100

Johnson Controls Fire Protection LP

INVOICE NO.
20330594

INVOICE DATE
07-02-18

CUSTOMER PO

CONTRACT #
141618

MODIFIER
R02-APR-2018

PAYMENT TERMS
NET 30

Bill To: 320-00289793

Story Co Facilities Management
900 6th St
NEVADA IA 50201-2004

Ship To: 320-00289793

Story Co Facilities Management
900 6th St
NEVADA IA 50201-2004

Requestors Name: AL HAHN, PROP MANAGER,

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
STORY CO FACILITIES MANAGEMENT-900 6TH ST-00289793	01-AUG-18	31-JUL-19

INVOICE NOTES:

APPROVED

DENIED

Board Member Initials: AS

Meeting Date: 7-17-18

Follow-up action: _____

Total Contract Amount	-	\$704.16	Amount Of Current Invoice	-	\$704.16
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$704.16
			Payment Received	-	\$0.00
Total Amount Due					\$704.16

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
704.16



BILL TO Story Co Facilities Management
320-00289793
SHIP TO Story Co Facilities Management
320-00289793

INVOICE NUMBER 20330594

INVOICE DATE 07-02-18

CUSTOMER P.O.

REMIT TO Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine, IL 60055-0320

6000070416420330594



District # 320
11318 AURORA AVE
URBAN DALE, IA 50322-
515-278-4100

Johnson Controls Fire Protection LP

INVOICE NO.

20330594

DATE OF INVOICE

07-02-18

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-AUG-18	31-JUL-19	900 6th St, , NEVADA, IA	SYSTEM-FA-SIMPLEX 4100U FA-MONITRNG	1 1	SIMPLEX 4100U SYSTEM ** IB ONLY ** MONITORING	\$704.16

**Story County
Provider and Program Participation Agreement**

RECEIVED

JUL 06 2018

STORY COUNTY
COMMUNITY SERVICES

THIS AGREEMENT (the Agreement), entered into this First day of July, 2018, is by and between Story County and Mary Greeley Medical Center (Provider)

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Detox services are funded by Story County and administered by the Community Services Department. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide detox services and is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Assignment: The act of transferring to another all or part of one's property interest or rights.

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Story County Individual: A resident of the county who is eligible and authorized to receive funding as defined by the Story County Detox Services Funding Policy as approved by the Story County Board of Supervisors.

Covered Services: Services enumerated in the Story County Detox Services Funding Policy as approved by the Story County Board of Supervisors.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is authorized by the Community Services Director or designee to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Story County Detox Services Funding Policy. Provider shall also provide Covered Services in a manner which:
(a) documents the services provided, **in conformance with Federal (including the Health**

Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, and (b) protects the confidentiality of the Story County Individual's medical records.

Section 2.2 Compliance with the Story County Detox Services Funding Policy. Provider and its staff shall be bound by and provide Covered Services in compliance with the Story County Detox Services Funding Policy. Failure to comply with the Story County Detox Services Funding Policy may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Story County Individuals by Provider must be authorized by the Community Services Director or designee prior to or at the time of rendering services or in accordance with the Story County Detox Services Funding Policy. The Story County Detox Services Funding Policy shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

Section 2.5 Most Favored Rate. Story County shall receive the most favorable charge by the Provider. No Provider can charge another County more or less than the Provider County.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims for reimbursement in accordance with the Story County's claims process.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider in accordance with the County's claims process.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense professional liability insurance and comprehensive general and/or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, **operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.**

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure detox services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations except as required by law or as ordered by a court of competent jurisdiction. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and detox services records.

SECTION 7 **Term and Termination**

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 7.2 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) a bankruptcy petition filed by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by Story County, Provider shall continue to render Covered Services in accordance with this Agreement until Story County has transferred Story County Individuals to another provider or until such Story County Individual is discharged.

SECTION 8 **Amendments**

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within

the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Community Services

126 S. Kellogg Ave., Suite 001

Ames, Iowa 50010

Attention: Karla Webb

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

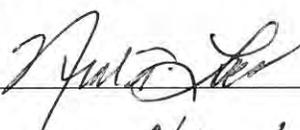
Mary Greeley Medical Center
1111 Duff Ave.
Ames, IA 50010
Attention: Neal Loes, Vice President

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Story County:

By: 
Print Name: Rick Sanders
Print Title: Chair BOS
Date: 7-17-10

Mary Greeley Medical Center:

By: 
Print Name: Neal Loes
Print Title: VP/CEO
Date: 4/24/10

Will need to be signed by the BOS

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

Service Description	Unit of Service	Rate
Inpatient Services (Does not include physician services)	Day	\$924.53
Inpatient Physician Services	Day	\$141.40
Observation		
Up to 8 hours	8 Hours	\$469.39
Up to 12 hours	12 Hours	\$601.87
Up to 23 hours	23 Hours	\$736.63

OTHER TERMS:

For individuals on a civil commitment whom have been determined to not meet medical necessity for inpatient detox services and are unable to be released until a civil commitment hearing is held, funding for up to 3 days may be considered when the individual meets Story County Detox Services Funding Policy criteria.

Story County:

By: 
 Print Name: Rick Sanders
 Title: Chair BOS
 Date: 7-17-18

Mary Greeley Medical Center:

By: 
 Print Name: Neil T. Lopez
 Title: VP/ENO
 Date: 6/26/18



July 2, 2018

To: **Noelle McLatchie, HR**

We appreciate the opportunity to provide two Professional Development training sessions for STORY COUNTY on **March 6, 2019**. Each session will be 2.5 hours. This letter outlines our arrangements for the delivery of this event.

Deliverables From Ted Garnett – People Statements LLC

The objective is to develop and present s training sessions focused on Coaching and Developing Employees.

Coaching and Developing Employees

Two sessions with approx. 20 participants at each session delivered on March 6: session 1 from 9:30-Noon and session 2 from 1-3:30pm.

Training Location: Community Building, 90 I Ave, Nevada, IA

The cost for the curriculum development, prep, and facilitation is \$5000 plus travel. Story County gets a 20% discount off our normal rate so that makes it \$4000 for the training. **Fees do NOT include travel TIME billed at IRS Mileage Rate for 2019.**

Provided by Client under this engagement:

Facilitation location address, room number, seating arrangement.

PowerPoint projector, screen, and flip chart/white board (We will bring laptop for the ppt)

We will provide Books for STORY COUNTY at a 25% discount (\$15/ea).

Meeting planner agrees to provide a letter of testimonial on STORY COUNTY letterhead within three weeks of the event if the evaluation of the session comes back satisfactory.

Video/Audio Taping Rights – \$10,000

None requested or granted in this engagement

STAFFING

Ted Garnett will manage the project and provide the project development and oversight.

APPROACH

Our approach is designed to customize the training/facilitation to meet the needs of STORY COUNTY. This is not an "off the shelf" product. Our approach is based on real world results and the most recent information available in human resources management. This process allows STORY COUNTY to participate in a comprehensive and meaningful process that will challenge attendees and bring results from the training room to daily business operations.

Our approach to delivering this service is based on many years of experience. Ted Garnett has literally conducted training for thousands of participants. Our advantage in providing this service is our focus on the business perspective.

References are available upon request.

TIMING AND FEES

Our fees are based on the actual time spent by our staff in developing, preparing for, and presenting the training /Keynote Address and Breakout Session plus direct out-of-pocket expenses. We will spend time developing this curriculum with you and management to ensure a customized process and your ROI for this investment. Our fee for the Training is identified in each of the options above.

Legal Stuff

As with all Human Resources issues, we are not presenting ourselves or our Firm as legal counsel and you should check with an appropriate attorney prior to implementation of any approach, documents or plans that People Statements, LLC creates in conjunction with your company. We emphasize that your company's management has the primary responsibility for the direction and utilization of any consulting process or project. We are serving only as business consultants and you may accept or reject our recommendations. Management will be ultimately responsible for all decisions and the implementing of actions relating to all engagements.

We may have more than one associate consultant provide training or oversight to accommodate your dates, and please understand that if you prefer one certain trainer your scheduling will be somewhat limited. Be advised that facilitation dates must be scheduled at least three weeks in advance to be guaranteed and are based on first scheduled, first provided basis. We would be happy to outline available schedules prior to your committing to the arrangements letter. Occasionally there will be a need to cancel a single date due to illness/emergency on your part or ours and in either case we will do our best to reschedule delivery as soon as possible after the original date. Any training date canceled/changed BY A CLIENT 2 times may be forfeited at our decision (You WILL be billed as this will be considered delivered by People Statements LLC and under this agreement.) If we are unable to perform the engagement on a planned conference date because of our un-avoidable absence from your planned event, you may either reschedule with us or obtain a full refund.

Our services are not intended to benefit or influence any other person or entity. All process, project, documentation, and products are the proprietary material of People Statements, LLC and are approved for limited distribution to only management and appropriate personnel of STORY COUNTY. All materials and processes are copyrighted and may not be duplicated repeated without written permission from People Statements, LLC (Train the trainer pricing is available for all curriculum). Invoices are due upon receipt and if not paid within 10 days we reserve the right to cease work and withdraw from the engagement. If invoices are not paid within fourteen days, we will charge interest on the unpaid balance at the monthly rate of 1.5% which is an ANNUAL RATE of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be assessed. Our maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to us for the portion of our services or work product giving rise to the liability. In NO event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, lawsuit damages, etc.) even if we have been advised of their possible existence.

STORY COUNTY shall indemnify and hold us, and our personnel, harmless from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees and the time involved of our personnel) brought against, paid or incurred by us at any time and in any way arising out of or relating to our services under this letter, except to the extent of gross negligence or willful misconduct of our personnel. This provision shall survive the termination of this agreement for any reasons. If any portion of these provisions is found to be illegal or unreasonable by a court of law, then that provision(s) shall be separate and the rest of the provisions shall remain in force.

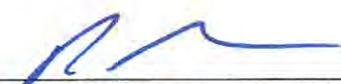
Invoice and Payment

In accordance with our normal billing practices, we will invoice you for a 50% non-refundable down-payment to secure training dates and the remaining 50% + any agreed upon expenses upon completion of the training. We appreciate the opportunity to assist you with this important process and sincerely believe you will be satisfied with the ROI of your investment. If the arrangements outlined in this letter are satisfactory, please sign the enclosed copy and return it to me. Please call me at 319-431-6845 if you have any questions or would like additional information. Please sign below to authorize services.

Sincerely,
People Statements LLC

Ted Garr

Ted Garnett, SSBB, CROI, PHR, CCC
President

ACCEPTED BY:	
	STORY COUNTY Representative
PRINT NAME	<u>Rick Sanders</u>
DATE	<u>7-17-18</u>

No Surprises Summary

Schedule

~~\$5,000~~ \$4,000 for November March 6, 2018 two sessions, plus travel time
~~\$250~~ video rental for supplement of curriculum (estimate 1 video, fee waived)

Deposit

50%= \$2,000 nonrefundable deposit to be applied to the final billing upon delivery.

Additional fees to be billed as provided:

~~\$250~~ Training Facility per session (WILL BE provided by STORY COUNTY)

~~\$250~~ per hour for any outside of training/development/engagement work performed (estimate 0)

~~\$~~Travel Time including fees for Hotel/Air and Ground Transportation and Misc Travel Expenses will be billed at cost

~~\$2~~ per participant for training materials/binder/handouts/copying/assembly

~~\$~~Actual Cost for any additional requested materials, or other expense requested and incurred for STORY COUNTY



3

1930 St Andrews, Cedar Rapids, IA 52402

For Services Rendered: Mar 2019

Service Category: Leadership and Staff Professional Development Training

Invoice Date: July 3, 2018 50% deposit

INVOICE

*****DUE UPON RECEIPT*****

<u>Date</u>	<u>Description</u>	<u>Units</u>	<u>Price</u>	<u>Subtotal</u>
	<u>Schedule</u> 2 Training Sessions for March 6, 2019			\$5,000
	\$250 video rental for supplement of curriculum (estimate 1 video, fee waived)			\$0
	Confidential Discount			\$0
	Deposit 50%=	2.000	nonrefundable deposit	-\$1,000
Total Due				<u><u>\$2,000</u></u>

Make all checks payable to: People Statements, LLC

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA}
STORY COUNTY}

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees Collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the fiscal year ending June 30, 2018 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities
For Other Office Fees

Plat Books	1,872.26
Computer Services	130.00
Map Copies	
Copies	94.60
Miscellaneous	4,092.31
TOTAL	

	\$103,273.80
	\$ 6,189.17
APPROVED	DENIED
Board Member Initials:	<u>LM</u>
Meeting Date:	<u>7-17-18</u>
Follow-up action:	_____

	<u>\$ 7,894.17</u>

Quarterly Breakdown:

For:	4TH QTR	3RD QTR	2ND QTR	1ST QTR
Billable Elections	17,124.11	3,487.67	82,662.02	
<u>Other Office Fees</u>	<u>1,146.63</u>	<u>764.35</u>	<u>1,725.71</u>	<u>2,336.68</u>
TOTAL	18,270.74	4,252.02	84,603.53	2,336.68



LUCY MARTIN
Story County Auditor

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

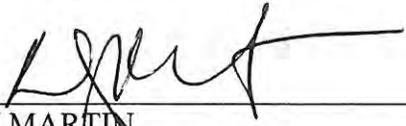
STATE OF IOWA}
STORY COUNTY}

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending June 30, 2018 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 17,124.11
Misc Elections	30.00	
City Elections		
School Elections		
Special Elections	17,094.11	
For Other Office Fees		\$ 1,146.63
Plat Books	720.81	
Computer Lists		
Map Copies		
Copies	11.25	
Miscellaneous	414.57	
	TOTAL	\$ 18,270.74

Treasurer's Receipts for the above are attached.



LUCY MARTIN
Story County Auditor
July 6, 2018

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 7-17-18
Follow-up action: _____

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 4TH QUARTER
FISCAL YEAR 2017-2018

STATE OF IOWA}
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 4th Fiscal Quarter ending June 30, 2018, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,435.00
Records Management Fees	27000-08000-4140-07	\$3,262.00
Electronic Transaction Fees	56000-08000-4160-07	\$3,262.00
Real Estate Transfer Tax	01000-08000-4040-07	\$42,761.18
Recording Fees	01000-08000-4000-07	\$69,024.00
Snowmobile Fees	01000-08000-4010-07	\$51.25
Boat Fees	01000-08000-4020-07	\$516.25
Hunting & Fishing Fees	01000-08000-4030-07	\$10.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$863.75
ATV Fees	01000-08000-4070-07	\$611.25
Vital Records Fees	01000-08000-4130-07	\$5,492.00
Passport Fees	01000-08000-4150-07	\$8,260.00
Boat Title Fees	01000-08000-4120-22	\$405.00
Interest	01000-00054-6000-07	\$58.37
Overages	01000-00055-8220-07	\$235.15
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$139,247.70

All of which is respectfully submitted this 10th day of July, 2018.

Stacie Herridge

Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 11th day of July, 2018.

Lucy Martin

Lucy Martin, Story County Auditor

APPROVED **DENIED**

Board Member Initials: DS

Meeting Date: 7-17-18

Follow-up action: _____

**COUNTY RECORDER'S REPORT OF FEES COLLECTED
FISCAL YEAR 2017-2018**

STATE OF IOWA)
COUNTY OF STORY

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection & Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 2017-2018 Fiscal Year ending June 30, 2018, and the same has been paid to the County Treasurer.



APPROVED

 Board Member Initials: NS

DENIED

 Meeting Date: 7-17-18

 Follow-up action: _____

		July-Sept 2017		Oct - Dec 2017		Jan - March 2018		April - June 2018		TOTAL
		FY17-18		FY17-18		FY17-18		FY17-18		
		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		
Change of Title Fees	01000-08000-4100-07	\$4,695.00	\$3,895.00	\$3,035.00	\$4,435.00	\$16,060.00				
Records Management Fees	27000-08000-4140-07	\$3,487.00	\$2,949.00	\$2,571.00	\$3,262.00	\$12,269.00				
Electronic Transaction Fees	56000-08000-4160-07	\$3,487.00	\$2,949.00	\$2,571.00	\$3,262.00	\$12,269.00				
Real Estate Transfer Tax	01000-08000-4040-07	\$37,421.66	\$47,825.98	\$23,241.60	\$42,761.18	\$151,250.42				
Recording Fees	01000-08000-4000-07	\$74,048.00	\$66,042.00	\$51,568.00	\$69,024.00	\$260,682.00				
Snowmobile Fees	01000-08000-4010-07	\$175.00	\$585.00	\$465.00	\$51.25	\$1,276.25				
Boat Fees	01000-08000-4020-07	\$448.75	\$136.25	\$126.25	\$516.25	\$1,227.50				
Hunting & Fishing Fees	01000-08000-4030-07	\$46.50	\$15.50	\$12.00	\$10.50	\$84.50				
UCC Fees	01000-08000-4050-07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Copy Fees	01000-08000-4060-07	\$895.00	\$1,029.00	\$850.75	\$863.75	\$3,638.50				
ATV Fees	01000-08000-4070-07	\$781.25	\$687.50	\$438.75	\$611.25	\$2,518.75				
Vital Records Fees	01000-08000-4130-07	\$5,208.00	\$4,608.00	\$5,676.00	\$5,492.00	\$20,984.00				
Passport Fees	01000-08000-4150-07	\$6,250.00	\$6,710.00	\$9,515.00	\$8,260.00	\$30,735.00				
Boat Title Fees	01000-08000-4120-22	\$320.00	\$125.00	\$90.00	\$405.00	\$940.00				
Interest	01000-00054-6000-07	\$46.13	\$33.69	\$36.86	\$58.37	\$175.05				
Overages	01000-00055-8220-07	\$183.00	\$226.25	\$224.70	\$235.15	\$869.10				
DNR Fees	01000-08000-4080-07	\$0.00	\$1.25	\$0.00	\$0.00	\$1.25				
Total paid to Story County Treasurer		\$137,492.29	\$137,818.42	\$100,421.91	\$139,247.70	\$514,980.32				

All of which is respectfully submitted this 10th day of July, 2018.

Stacie Herridge
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 11th day of July, 2018.

Lucy Martin
Lucy Martin, Story County Auditor

**Story County Sheriff's Report
Total Income Earned
For the Quarter Ending June 29, 2018**

Civil Fees (01000-01000-4400-05)	\$32,169.28
Civil Fees (Credit Card)	\$2,158.10
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$6,300.00
Permit to Carry Concealed Weapon (Credit Card)	\$5,325.00
Interest (01000-00054-6000-05)	\$32.28
Work Release (01000-01000-4400-05)	\$2,480.00

Total **\$48,464.66**

Total Paid to Story County Treasurer **\$48,464.66**

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 7-17-18
Follow-up action: _____



Paul H. Fitzgerald, Sheriff

Dated 06/29/2018
PHF:clt

**Story County Sheriff's Report
Total Income Earned
For the Year Ending June 29, 2018**

Civil Fees (01000-01000-4400-05)	\$134,995.79
Civil Fees (Credit Card)	\$5,776.54
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$29,775.00
Permits to Carry Concealed Weapon (Credit Card)	\$15,275.00
Interest (01000-00054-6000-05)	\$107.21
Work Release (01000-01000-4400-05)	\$8,740.00

Total **\$194,669.54**

Total Paid to Story County Treasurer **\$194,669.54**

APPROVED **DENIED**

Board Member Initials: RS

Meeting Date: 7-17-18

Follow-up action: _____


Paul H. Fitzgerald, Sheriff

Dated 06/29/2018
PHF:clt



Story County Commission of Veterans Affairs
Brett D. McLain, Director
 Story County Human Services Center
 126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

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

APPROVED **DENIED**

Board Member Initials: RS
 APPROVED 7-17-18

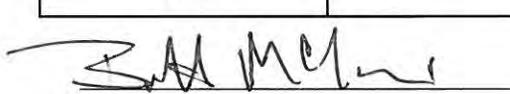
Follow-up action: _____

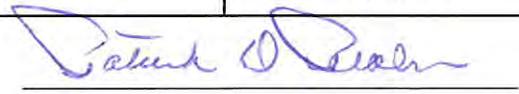
REPORT OF VETERANS AFFAIRS COMMISSION

STATE OF IOWA,
 STORY COUNTY

We, the undersigned, members of the Veterans Affairs Commission, hereby certify that the following is a correct statement of the claim numbers and amount of assistance given to persons entitled to relief under Chapter 35B.10 Disbursement-inspection of records of the Code of Iowa, for the **Fourth Quarter FY 18 April 1, 2018 – June 30, 2018.**

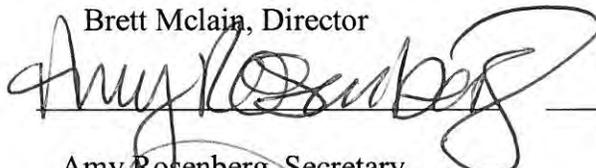
STORY CO. VA CLAIM #	ASSISTANCE	AMOUNT
M - 9768	Burial	1916.00
R - 2284	Rent	270.00
W - 4572	Utility	102.04
W -4572	Utility	203.27
H - 3401	Rent	450.00
Total		\$2,941.31

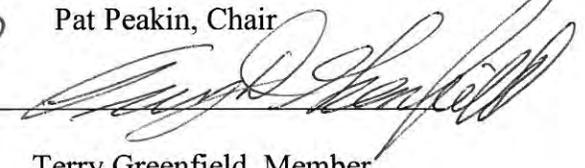




Brett McLain, Director

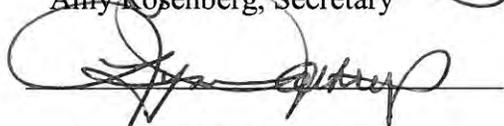
Pat Peakin, Chair

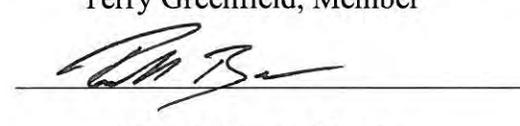




Amy Rosenberg, Secretary

Terry Greenfield, Member





Lynn Lathrop, Member

Russell Bauer, Member

Applicant License Application ()

Name of Applicant: <u>TWIN ANCHORS CAMPGROUND</u>		
Name of Business (DBA): <u>TWIN ANCHORS CAMPGROUND</u>		
Address of Premises: <u>68132 US HWY 30</u>		
City <u>Colo</u>	County: <u>Story</u>	Zip: <u>50056</u>
Business	<u>(920) 740-0553</u>	
Mailing	<u>68132 US HWY 30</u>	
City <u>Colo</u>	State <u>IA</u>	Zip: <u>50056</u>

Contact Person

Name Curt Strause
Phone: (920) 740-0553 Email mike@lewislawfirm.us

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 08/04/2018

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

APPROVED **DENIED**
Board Member Initials: MS
Meeting Date: 7-17-18
Follow-up action: _____

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Curt Strause

First Name: Curt

Last Name: Strause

City: Colo

State: Iowa

Zip: 50056

Position: President

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Philadelphia Insurance Companies</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



Memorandum

To: Story County Board of Supervisors

From: Michael Cox, Director

Date: August 17, 2018

Re: Consideration of Contract with Brush and Weed Control Specialists for
Brush Control not to exceed \$25,000

Story County IRVM is responsible for controlling undesirable woody vegetation over approximately 5,800 acres of roadsides and along 65 linear miles of open ditches in drainage districts. This includes trees and brush that compromise public safety, maintenance operations, and overall integrity of designed systems. To accomplish this task, a systematic approach was adopted in 2007 to spot spray 25 percent of Story County roadsides annually for problem trees and brush. This goal is reached through the combined efforts of in-house and contract spraying.

The contractor is carefully monitored and provided with sensitive crop maps detailing areas of concern. The townships selected this year for contract spraying are Sherman, Richland, Milford, and Franklin.

The attached contract secures the services of Brush and Weed Control Specialists, Inc. to assist in Story County's roadside brush and tree control plan. Contract will be on a time and materials basis and will not exceed the budgeted amount of \$25,000.

I urge your approval of this contract.

QUOTE PROPOSAL

Type of Work Tree and Brush Spraying in R.O.W.'s

Project No. IRVM Brush FY 2019

System Local

County Story County

The following is a quote for tree and brush spraying in Story County, Iowa, road right-of-ways.
All quotes must be received by July 6th, 2018 by 4:00 p.m.

Location:

Brush spraying will be done in Sherman, Richland, Milford and Franklin Townships as budget allows.

Schedule of Billing:

Amount charged will be based on time and materials. The actual amount billed will be taken from daily spray records of which the County will receive copies of at the time of billing. A running total will be kept as the work progresses to make sure contractor stays within the allocated budget

Schedule of Work:

Contractor can start the spraying program after July 18th, 2018 with a completion date no later than September 21,2018.

Scope of Work:

Contractor will guarantee 90% control of all treated brush.

Contractor will not apply herbicide in winds above 15 miles per hour.

Contractor will use hand gun application equipment to ensure complete coverage.

All contractors will follow herbicide label rates and recommendations.

Any retreatments to areas where adequate control is not obtained will be done at no further expense to Story County.

Chemical active ingredients approved by Story County IRVM are listed in supplemental contract information.

Exclusions:

Contractor will not treat brush that is taller than 10 ft. tall

Contractor will not treat trees that cannot be effectively be controlled without causing off site damage

Contractor will not treat brush located on backslopes directly in front of farmsteads

Contractor will not treat areas located within the sensitive area map that will be provided by Story County.

Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella. This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 870. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 870 by being named as an additional insured.

Proposal of

Brush and Weed Control Specialists, Inc.

1108 230th St. Algona, Iowa 50511

Contractor Federal ID Number 42-1035409

The quoter hereby certifies that no other principal is involved in or has an interest in this proposal; that the quoter has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quoter has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quoter understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quoter proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, Quoter agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to

execute the format contract within thirty days of the date of approval, for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group Of	Amount of Proposal Guaranty	Construction Period	Working	Liquidated Damages	Per Day

~~Enclosed herewith are three check or cash or money order payable to the order of the contractor or to the order of the contractor's bank or to the order of the contractor's bank in the payee's name and in the amount of the contract award as proposed guaranty, to be enclosed by bidder with the bid guaranty document and to be retained by the contractor as evidence of the bid.~~

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning bidder.

Signatures are to be by authorized agent: If joint venture, each should sign.

Signed: _____

Date: _____

D. M. Hill
 7-5-19

CONTRACT

Kind of Work Tree and Brush Spraying in R.O.W.'s

County Story

Project No. IRVM Brush FY 2019

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board

of _____ Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ _____)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Complete brush spraying per proposal	275	HR	\$ 107. ⁵⁰	29562. ⁵⁰
2					
3					
4					
5					
6					
7					
8					
9	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella				
10	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
11					
12					
13					
14					
	<input type="checkbox"/> See supplemental information on Page 2			Subtotal:	
				Pg2 Subtot:	
				TOTAL:	\$0.00

Said specifications and plans are hereby made a part of the the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Brush Control FY 2019

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
2-Jul-18			

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

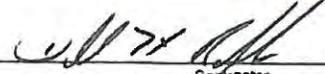
Recommended by:

Approved:

Story County, Iowa
Contracting Authority

By: 
Director, Story County Board of Supervisors

Date: 7-17-18

By: 
Contractor

Date: 7-5-2018

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Gilbert, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals **except as noted below in the Scope of Services, and** in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and **other small domesticated animal** adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. **Collection and impounding of City trapped cats.**
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).

- k. One letter sent to resident of said City when requested by said City and **only after prior attempts at resolution by City.**

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-231-5307.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat no held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.

- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2018, and terminating on June 30, 2019. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature] 7/17/18
Chairperson Date

City of Gilbert

By: [Signature]
Mayor Pro Tem Date

ATTEST

[Signature] 7-17-18
Auditor Date

[Signature] 7-2-18
Clerk Date

Story County Animal Control

By: _____
Animal Control Director Date

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Roland, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals **except as noted below in the Scope of Services, and** in the sole discretion of Story County.

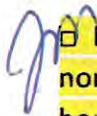
2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and **other small domesticated animal** adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. **Collection and impounding of City trapped cats.**
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).

- k. One letter sent to resident of said City when requested by said City and **only after prior attempts at resolution by City.**

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

 **Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515 460-4475.**

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.

- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2018, and terminating on June 30, 2019. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: [Signature]
Chairperson 7/17/18 Date

City of Roland

By: [Signature]
Mayor 6-20-18 Date

ATTEST

[Signature] 7.17.18
Auditor Date

[Signature] 6/22/18
Clerk Date

Story County Animal Control

By: _____
Animal Control Director Date

Closure No. 19-02

Date 7/10/2018

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Flooding in Indian Creek Twp. Sect. 12/13 on 675th Ave. from 295th St to 310th St.

Motion by: Chitty

Seconded by: Sanders

Olson Aye
 Nay
 Absent

Sanders

Aye
 Nay
 Absent

Chitty Aye
 Nay
 Absent



Story County Board of Supervisors

Closure No. 19-03

Date 7/11/2018

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Paving _____ in Washington Twp. Sect. 21/22 on 530th Ave.(University Blvd.) from 260th St. North 3/4 mile

Motion by: Chitty

Seconded by: Sanders

Olson _____ Aye
_____ Nay
 Absent

Sanders Aye
_____ Nay
_____ Absent

Chitty Aye
_____ Nay
_____ Absent



Story County Board of Supervisors

Closure No. 19-04

Date 7/11/2018

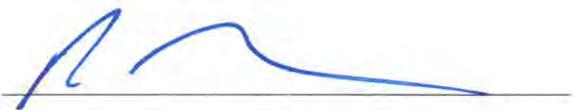
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Road Repair in Ind Cr Twp Sec 19/20/29/30 on 630th Ave. from 315th St. to 322nd St.

Motion by: Chitty Seconded by: Sanders

Olson	<input type="checkbox"/> Aye	Sanders	<input checked="" type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input checked="" type="checkbox"/> Absent		<input type="checkbox"/> Absent		<input type="checkbox"/> Absent



Story County Board of Supervisors

Denied

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Jerry Moore, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

ORDINANCE NO. 273

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA; AND CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN CHAPTER 92 OF THE CODE OF ORDINANCES, STORY COUNTY, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS; the Story County Planning and Zoning Commission at their meeting on July 11, 2018, recommended denial (vote 6-0) of the requested rezoning amendment submitted by Todd Finch, Finco Tree and Wood Services, 52724 280th Street, Kelley, Iowa, as referenced in the Official Zoning Map of Story County, Iowa, and identified under the process to change the boundaries of the districts established and authorized by Section 92.06 of the *Code of Ordinances, Story County, Iowa, and as referenced* as follows:

The following described property, under the ownership of Todd Finch, Finco Tree and Wood Services, 52724 280th Street, Kelley be amended from the A-1 AGRICULTURAL ZONING DISTRICT TO THE COMMERCIAL LIGHT INDUSTRIAL DISTRICT

GENERAL PROPERTY LOCATION:

Palestine Township, Section 4, east of the City of Kelley, located on the south side of 280th Street and west of Highway 69, and identified as parcel # 13-04-200-15 and as described on Attachment A, and;

WHEREAS; the proposed rezoning area is shown on Attachment B; and

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

WHEREAS; this ordinance is in full force and effect from and after its adoption and publication as provided by law.

THEREFORE HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 273 requesting the Story County Zoning Map amendment from the A-1 Agricultural District to the CLI Commercial Light Industrial District.

Action upon FIRST Consideration: _____
DATE: July 17, 2018

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

Action upon SECOND Consideration: _____
DATE: July 24, 2018

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

Action upon THIRD Consideration: _____
DATE: July 31, 2018

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

ADOPTED THIS ____ day of _____, _____.

Story County Board of Supervisors

ATTEST: County Auditor

ATTACHMENT "A"

Legal Description of Property to be Rezoned

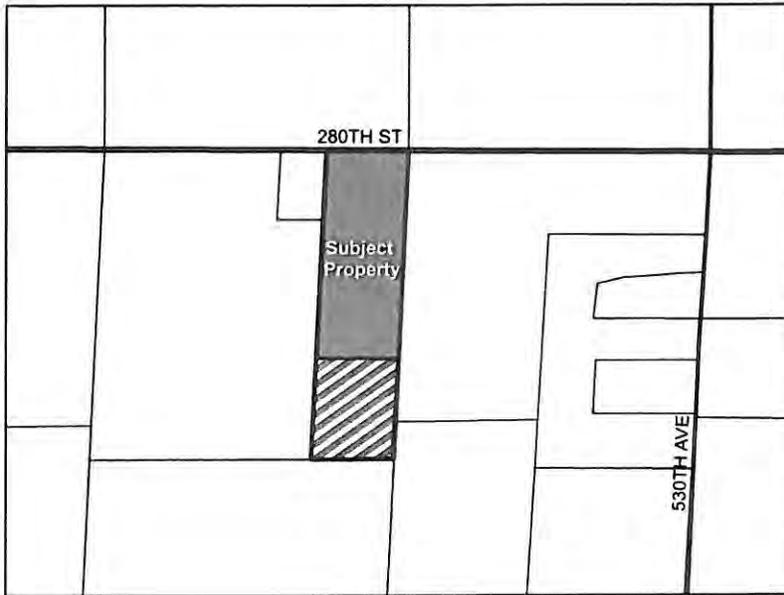
Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence S2°47'09"W, 1317.51 feet to the Southeast Corner of the North 4-2/3 Acres of the Southwest Quarter of the Northeast Fractional Quarter of said Section 4; thence S89°48'08"W, 358.77 feet along the south line of said North 4-2/3 Acres; thence N2°47'09"E, 1019.92 feet; thence N3°12'56"E, 298.95 feet to the north line of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence N90°00'00"E 356.47 feet to the Point of Beginning, containing 10.83 acres, which includes 0.39 acres of existing public road right of way.

Area to be Rezoned

Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey filed in the Office of the Story county Recorder on Slide 57, Page 1, and as Instrument Number 2000-01822; More particularly described as follows:

The South 425 feet of Parcel 'A'.

ATTACHMENT "B"



REZ03-18
Finch Rezoning Request
52724 280th Street, Kelley
Parcel #: 13-04-200-150

Subject Property
 Area to be Rezoned

0 0.04 0.08 0.16 Miles



Map created on
 6/27/2018
 by the
 Story County
 Planning and Development
 Department



DISCLAIMER
 Story County's digital cadastral data is a representation of recorded deeds and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds and/or other legal instruments defining land ownership or use.

Denied

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Jerry Moore, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 19-02**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Todd Finch, Finco Tree and Wood Services, 52724 280th Street, Kelley, Iowa, involving the property hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, on July 11, 2018 the Story County Planning and Zoning Commission recommended denial (vote 6-0) of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Agricultural Conservation area to the Commercial-Industrial area to the Story County Board of Supervisors;

AND, WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said such application amending the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* from the Rural Residential area to the Commercial-Industrial area be approved, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the application to amend the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Todd Finch, Finco Tree and Wood Services involving real estate described on Attachment A and shown on Attachment B be approved.

Dated this 17th day of July, 2018.

Rick Sanders, Chair
Board of Supervisors
Story County, Iowa

Lucy Martin, County Auditor
Story County, Iowa

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Absent: _____

ATTACHMENT "A"

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED

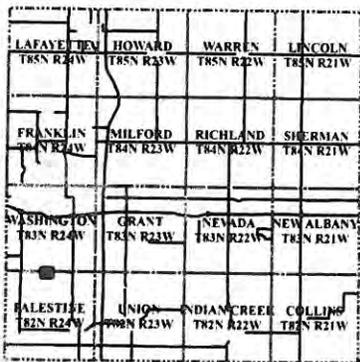
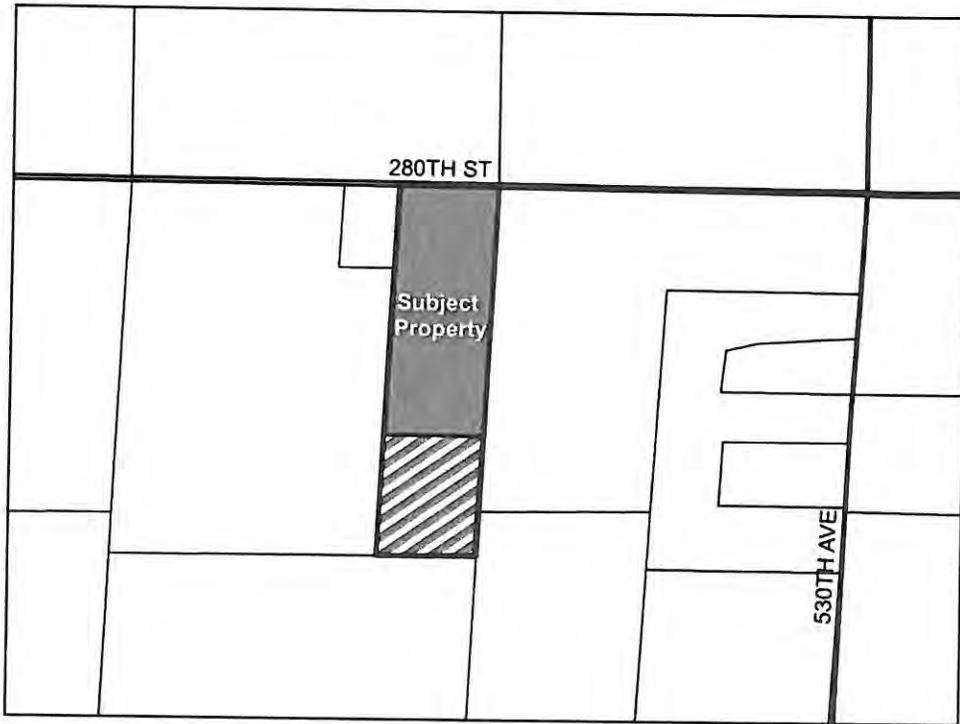
Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence S2°47'09"W, 1317.51 feet to the Southeast Corner of the North 4-2/3 Acres of the Southwest Quarter of the Northeast Fractional Quarter of said Section 4; thence S89°48'08"W, 358.77 feet along the south line of said North 4-2/3 Acres; thence N2°47'09"E, 1019.92 feet; thence N3°12'56"E, 298.95 feet to the north line of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence N90°00'00"E 356.47 feet to the Point of Beginning, containing 10.83 acres, which includes 0.39 acres of existing public road right of way.

AREA TO BE REZONED

Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey filed in the Office of the Story county Recorder on Slide 57, Page 1, and as Instrument Number 2000-01822; More particularly described as follows:

The South 425 feet of Parcel 'A'.

ATTACHMENT "B"



REZ03-18
Finch Rezoning Request
52724 280th Street, Kelley
Parcel #: 13-04-200-150

Subject Property
 Area to be Rezoned

0 0.04 0.08 0.16 Miles



Map created on
 6/27/2018
 by the
 Story County
 Planning and Development
 Department



DISCLAIMER
 Story County's digital cadastral data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 7-18-18
Follow-up action: 2030

STORY COUNTY PLANNING AND DEVELOPMENT

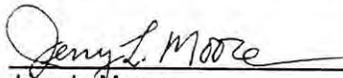
CERTIFICATE OF
RENEWAL OF HB0410

HOME BUSINESS PERMIT Finco Tree and Wood Services

This permit is hereby issued to Todd Finch for the continued operation of the established home business for **tree and wood services** as originally approved on 10/21/2010 on property located at:

52724 280th Street, Kelley, Iowa 50134
Parcel No.: 1304200150

All activity shall be conducted in accordance with the application and with the provisions of **Chapter 89, Home Businesses**, of the *Story County Land Development Regulations*.



Jerry L. Moore
Director, Story County Planning and Development

July 17th, 2018
Date

This permit expires annually and requires renewal on or before 7/17/2019 and is non-transferable. The conditions to the Standards for Approval below apply annually to Todd Finch for the duration of the operation of Finco Tree and Wood Services at 52724 280th Street only.

Conditions to the Standards for Approval:

1. Allow applicant to bring tree trunks and tree branches on site to be processed through ~~2016~~ ²⁰³⁰. Beyond this date, no additional tree processing may occur on site.
2. Applicant may continue selling existing stock piles of processed trees until depleted.
3. Existing number of employees (4-6) may continue to report on site.
4. The two existing accessory buildings may continue to be used for the business.

Chapter 89.01 (1) (A): Standards for Approval (From Story County Land Development Regulations). See page 1.1 for conditions applicable to Finco Tree and Wood Services Home Business Permit.

A. A Home Business shall satisfy the following standards: (Ordinance No. 184)

1. It shall be service and/or product oriented. (Ordinance No. 184)
2. At least one member of the immediate family thereby residing in the dwelling on the property shall be employed at the home business. (Ordinance No. 184)
3. At no time shall activities associated with a home business occupy more than 49% of the total gross floor area of a dwelling. (Ordinance No. 184)
4. Not more than one accessory building may be utilized for the Home Business (in zoning districts where accessory buildings are allowed for home business use).
5. It shall not be objectionable due to nuisance factors such as exterior appearance, the emission of odor, gas, dust, smoke, noise, or in any other way.
6. Only one person living outside of the residence and members of the immediate family thereby residing may be employed at the home business location.
7. Parking of service vehicles as defined in Chapter 2, Definitions is subject to the following requirements: (Ordinance No. 184)
 - a. Not more than two (2) service vehicles may be parked at one time outside the home business location in the A-1 Agricultural District. (Ordinance No. 184)
 - b. Service vehicles not in use may be permitted in areas visible from the road right-of-way and adjoining properties when the property is zoned A-1 Agricultural. (Ordinance No. 184)
 - c. In the A-R Agricultural Residential, R-1 Residential, and R-2 Residential Districts, all service vehicles must be fully enclosed within a building (Ordinance No. 184)
8. Outside storage or display of products shall not be allowed. (Ordinance No. 184)
9. It shall not create traffic or delivery concerns in the immediate area. In combination, all home business activities shall not generate traffic (customer, employee and delivery) substantially in excess of the normal anticipated traffic for the use of the property as a single-family dwelling.
10. Diminishment or impairment of established property values to adjoining or surrounding property shall not be created from the Home Business. (Ordinance No. 184)
11. All signs must be approved through the submittal of an Application for Development Permit as defined in Chapter 17, Permits and the applicable fee. Signs must be in conformance with Chapter 9 of this Ordinance. (Ordinance No. 184) (Ordinance No. 192)
11. All requirements of Chapter 7, Section 7.80: Access, Parking and Circulation Standards, must be met.
12. All lighting shall be in conformance with Chapter 7, Section 7.90: Site Lighting, of this Ordinance and shall be submitted for review and approval at the time the application for Home Business Permit is submitted.

Staff Report

Story County Board of Supervisors

Date of Meeting:
July 17, 2018

CASE NUMBER: REZ03-18

Story County Zoning Map Amendment Request from the A-1 Agricultural District to the CLI Commercial/Light Industrial District and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from Rural Residential Area to the Commercial-Industrial Area.

APPLICANTS: Todd Finch
52724 280th St
Kelley, IA 50134

Justin Dodge
Hunziker Companies
1055 16th St
Ames, IA 50010

STAFF PROJECT MANAGERS: Jerry Moore, Planning Director;
Ryan Schweitzer, Planning Intern

SUMMARY:

The applicant has requested approval of a rezoning from A-1 Agricultural District to the CLI Commercial/Light Industrial District and a Story County Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map Amendment Request from Rural Residential to Commercial and Industrial Area. The area requested to be rezoned is the south approximately 3.5 acres of the 10 acre parcel located at 52724 280th Street. This request has been submitted in order for operation of Finco Tree and Wood Services to continue at the subject property. This is a home business not currently in compliance with the Story County Home Business Regulations. Planning and Development staff recommend denial of the rezoning request and support the approval of a Home Business Permit Renewal with conditions. The Story County Planning and Zoning Commission also recommended denial of the rezoning request (6-0) and supported the approval the Home Business Permit Renewal with conditions as presented (4-2) at their meeting on July 11th, 2018.





Property Information

PROPERTY OWNER

Todd Finch
52724 280th Street
Kelley, IA 50134

GENERAL PROPERTY LOCATION

Section 4 of Palestine Township, located approximately 1.9 miles south of Ames and a half mile east of Kelley.

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED

Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence S2°47'09"W, 1317.51 feet to the Southeast Corner of the North 4-2/3 Acres of the Southwest Quarter of the Northeast Fractional Quarter of said Section 4; thence S89°48'08"W, 358.77 feet along the south line of said North 4-2/3 Acres; thence N2°47'09"E, 1019.92 feet; thence N3°12'56"E, 298.95 feet to the north line of the Northwest Fractional Quarter of the Northeast Fractional Quarter of said Section 4; thence N90°00'00"E 356.47 feet to the Point of Beginning, containing 10.83 acres, which includes 0.39 acres of existing public road right of way.

AREA TO BE REZONED

Part of the Northwest Fractional Quarter of the Northeast Fractional Quarter and the North 4-2/3 acres of the Southwest Quarter of the Northeast Fractional Quarter of Section 4, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey filed in the Office of the Story county Recorder on Slide 57, Page 1, and as Instrument Number 2000-01822; More particularly described as follows:

The South 425 feet of Parcel 'A'.

USE OF PROPERTY

A single family dwelling is located in the center of the parcel near the highest elevation of the property. Native grass was planted in the northwest corner of the property. As well, many trees have been planted throughout the property. A parking area for two campers equipped with electrical hookups is established approximately 70 feet southwest of the single family dwelling. A building serving as the office and garage for Finco Tree and Wood Services is located approximately 190 feet south of the dwelling. Three small storage sheds used for agriculture exist directly west of the office building as well as one large three sided building used for storing service vehicles and processed wood in transit. A small parking lot along with numerous large piles of processed firewood and unprocessed tree parts exist further south. This tree processing



and storage area is lower than the dwelling and generally not visible from 280th Street. Two propane tanks are utilized for the dwelling and office. Onsite septic exists for the dwelling but not the office. A gravel drive way over 1,000 feet in length provides access to the dwelling, office, and operation area.

PARCEL IDENTIFICATION NUMBER

13-04-200-150

SIZE OF REZONING AREA

Approximately 3.5 acres

CURRENT ZONING

A-1 Agricultural District

CURRENT LAND USE

The subject property is currently used as a dwelling and home business for Finco Tree and Wood Services that is currently not in compliance with Chapter 89.01 of the Story County Land Development Regulations, Home Business.

FUTURE LAND USE MAP DESIGNATION

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

REZONING REQUEST

The proposed rezoning is from the A-1 Agricultural District to the CLI Commercial/Light Industrial District to accommodate a home business currently operating on the property.

CITIES WITHIN TWO MILES

Kelley, Ames

DISTRICTS

Fire: Slater

Ambulance: Huxley

Sherriff: Story County

School: Ballard

Electric: Consumers Energy

Water: Xenia

Background

LOCATION

The property is located a half mile east of Kelley, 1.9 miles south of Ames, and 1.7 miles west of Highway 69.



TRAFFIC PATTERNS

According to the 2015 Iowa DOT review, the average daily road count on 280th Street between Highway 69 and Kelley is 1,110. For reference, the daily road count on 510th Avenue directly west of Kelley is over 3,000.

PERMIT HISTORY

The existing parcel (Parcel A) was created in 2000 through a plat of survey.

A zoning permit application was submitted on March 13th, 2000 requesting to construct a single-family dwelling and pole building. It was approved on the same day. The applicant has indicated Finco Tree and Wood Services started conducting business at this location in 2000.

A zoning permit application was submitted on August 27th, 2003 requesting to construct a detached garage for personal use which was approved on August 28th, 2003.

A zoning permit application was submitted on October 5th, 2010 requesting to construct a pole building. This request was denied on October 6th, 2010 because it was concluded that the building would be used for business purposes. Notification of denial was sent to Mr. Finch on October 19th, 2010. The notification provided information on the appeal process, as well.

Home Business Permits are reviewed annually. During the 2017 Home Business Permit review for Finco Tree and Wood Services, it was discovered that the business was not in compliance with home business regulations.

BUSINESS HISTORY

An investigation of violation was conducted once the business was discovered. The investigation found an unpermitted business on the subject property and the report was completed on October 19th 2010. A notice of violation was provided to the applicant on October 21st, 2010. A home business permit application was submitted on the same day. Proof of compliance was reported on October 27th, 2010 and a home business permit was issued on October 28th, 2010. One condition was included and stated that the pole building could now be constructed but must have all outside storage moved to be stored in the building. The home business permit application indicated zero estimated customer trips would occur per day and zero estimated delivery vehicle trips per week. At that time, there were eight vehicles and three employees involved with the home business.

SUMMARY OF HOME BUSINESS REQUIREMENTS

1. The business must be service or product oriented.
2. At least one individual residing in the dwelling shall be employed at the business.
3. The business must occupy less than half of the total gross floor area of the dwelling.
4. **Only one accessory building may be utilized for the business.**
5. The business shall not be a nuisance to its surroundings (appearance, dust, noise etc.).
6. **Only one individual not residing in the dwelling may be employed at the business.**



7. Two service vehicles may be parked outside and visible from the road right-of-way and adjoining properties in an A-1 District.
- 8. Outside storage or display of products shall not be allowed.**
9. The business shall not create traffic or delivery concerns in the immediate area.
10. The business shall not diminish established property values of surrounding properties.
11. All signs must be approved through the submittal of a Zoning Permit Application.
12. All requirements of Section 88.08, Parking and Circulation Standards, must be met.
13. All lighting shall be in conformance with Section 88.09, Site Lighting.

ADJACENT LAND USE

North – Two parcels with one owner combining for 76.6 net-acres of row crops

East – Two parcels with one owner combining for 39.5 net-acres of row crops

South – One 35.3 net-acre parcel of row crops

West – One 27.2 net-acre parcel of row crops and another 1.2 net acre parcel with a single family dwelling

All adjacent properties are zoned A-1 Agricultural District. There is no Special Flood Hazard Area as defined by FEMA within the proposed rezoning area.

C2C PLAN

The subject property is currently designated Rural Residential Area on the C2C Comprehensive Plan Future Land Use Map. Development of this property into residential housing lots would require rezoning however the request most likely would be supported by Story County Planning and Development Staff as that action would align with the proposed use of the land on that property. Housing development would likely not occur, however, with the introduction of a Commercial/Light Industrial zone on the subject property. Residential development is often not popular within close proximity to potentially noxious, unsightly, and loud operations of the current and future commercial and industrial use. The proposed amendment to the Future Land Use Map is to change the south 425 feet of the subject property (approximately 3.5 gross acres) to Commercial Industrial Area. All adjacent parcels are designated Agricultural Conservation or Rural Residential on the Future Land Use Map.

The north portion of the subject property is included in the Ames Urban Fringe Plan and designated as Agriculture and Farm Services Area.

Proposed Use

The applicant has requested the rezoning and amendment to the C2C Future Land Use Map designation in order for Finco Tree and Wood Services to continue current operation practices. The company is classified as a home business, however is not in compliance with the Story County Land Development Regulations (Chapter 89.01) Home Businesses. Trees are trimmed offsite, remnants such as tree trunks, tree branches, and debris are hauled to the subject



property, processed and stored into firewood and mulch on site, and then delivered to customers.

The home business is not in compliance based on three requirements that are unmet.

1. The business utilizes more than one accessory building for business purposes.
2. More than one individual not residing in the dwelling is employed by the business.
3. Outside storage is taking place.

Analysis

REZONING STANDARDS OF APPROVAL

According to Section 92.06(2) of the *Story County, Iowa Code of Ordinances*, applicable standards for approval include:

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

Applicant Response: The proposed CLI zoning conforms to the C2C Plan.

Staff Comment: The Story County Development Plan (C2C) Future Land Use Map designates the subject property as Rural Residential Area. This designation offers rural housing choices to unincorporated Story County. According to the C2C Plan, "Existing residential uses," such as the current case on the subject property, "provide a desirable market worthy of protection and cultivation." The proposed rezoning, however, requests a change to Commercial Industrial Area. This designation does not conform to the C2C Plan because it supports long term objectives for commercial and industrial growth instead. It is not a commercial industrial location, has limited infrastructure, and not a planned growth area.

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

Applicant Response: The existing site has been used as a commercial site for many years. The proposed rezoning change will adjust the zoning boundary to allow the existing use of the property to be covered in the updated zoning. No new infrastructure or development will be associated with the rezoning.

Staff Comment: The proposed use of the subject property aligns with the rezoning request. The Commercial/Light Industrial District is intended to accommodate the full range of retail commercial services and products which would include tree and wood services. Warehousing as well as manufacturing and fabricating are intended uses of this district which align with the operation of storing and processing trees on site. Other allowable uses in this district include light industrial, fabricating, wholesaling, laboratory, and institutional activities. No conditions limiting use on the property to strictly tree and wood services were proposed by the applicant.

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



Applicant Response: The surrounding land use is primarily agriculture. The existing land use of the property is compatible with the surrounding zoning. The revised zoning will ensure the existing land use is covered under the proper zoning district.

Staff Comment: The subject property is zoned Agricultural District and all adjacent land is zoned A-1 as well. Row crops surround the property except for one single family dwelling containing a 1.3 acres. That property is also designated as Rural Residential Area in the C2C Plan along with the subject property. This is intentional. Principal number two of the Rural Residential Area indicates clustering of uses is encouraged as it reduces infrastructure and improvement costs. Further, principal number one of the Commercial Industrial Area gives preference to clustering for the same reason. The proposed rezoning request would make the subject property incompatible with the surrounding land. Simply, land zoned A-1 and planned to be rural residential in the future should be located near other land zoned A-1 and planned to be rural residential in the future while land zoned CLI and planned to be commercial industrial in the future should be located near other land with the same zoning and future designation. The closest area zoned CLI is approximately two miles southeast of the subject property near Huxley on Highway 69.

- D. The proposed rezoning shall protect environmental resources. Rezoning of parcels containing more than fifty (50) percent of the gross acreage as lands identified with areas designated Natural Resource Areas on the Story County Development Plan (C2C) shall not be approved unless such requested action results in a district designation more restrictive than the current designation, the R-C Residential Conservation Design (Overlay) District is applied to the property, or conditions protecting the identified areas are attached to the rezoning request. (Ordinance No. 184)

Staff Comment: Not Applicable. The subject property does not contain Natural Resource Areas. However, it should be noted, the operation of reusing processed wood and planting trees by Finco Tree and Wood Services is environmentally friendly.

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

Staff Comment: The LESA score of this property is 235, which is below the threshold allowing a rezoning application to be submitted.

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.

Applicant Response: The proposed change is consistent with the comprehensive plan goals and policies. The rezoning will allow an existing business that has been in the



same location many years to continue to function and place the correct zoning over the area.

Staff Comment: The highest prioritized Land Use Goal in the C2C Plan, as decided by Story County residents, is to preserve, protect, and plan around physical characteristics of land. The second highest prioritized Land Use Goal is to protect agricultural resources. While the applicant has planted trees on site as a nursery, it has also been indicated that erosion control and landscape buffering is not planned between the proposed rezoning area and adjacent agriculture land. This lack of protection does not align with either of the two most important goals. Row crops were taken out of production in order for the dwelling and accessory structures to be constructed and business to be operated on the property. Further, Land Use Goal 3 states consideration of the availability and capacity of local services and infrastructure should take place when determining future land uses. A strategy illustrated to accomplish this goal is to locate commercial and industrial uses in urban areas except where uses have specific requirements which justify a potential location in rural areas. Finco Tree and Wood Services has not demonstrated justification to require a rural setting. Two similar businesses in the area, American Wood Products and American Tree Care, provide tree services and firewood throughout central Iowa. These businesses are located on a single property zoned General Industrial District in Ames. A clustering of commercial and industrial businesses surround that location in an urban setting. As well, the highest prioritized Economic Prosperity Goal is that economic growth should not exceed the ability of the natural or built environment to sustain growth over the long term. Currently, a gravel driveway with a length of greater than 1,000 feet is used by the single family dwelling as well as the business. An access easement would be required if the proposed area is rezoned and ever sold. With material brought on and taken off site daily by 15 vehicles owned by Finco Tree and Wood Services, growth will likely exceed the sustainability of the natural and built environment. The applicant indicates business growth is not anticipated, however the number of company vehicles has nearly doubled and the number of staff has increased since the Home Business Permit was issued in 2010. Infrastructure improvements would likely be necessary.

- 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.

Applicant Response: The subject property is designated as Rural Residential Area on the C2C Future Land Use Map. The property has not changed uses since the plan was adopted and was incorrectly identified. The property should be rezoned and the Future Land Use Map should be changed in order to match the existing conditions and land use. Any future use changes or expansion would require zoning adjustments.

Staff Comment: The applicant is not compliant with home business requirements such as limitations on number of employees, outside storage, and operations permitted in one building only. Upon first notification of violation, before the business permit was issued in



2010, the letter indicated the current zoning of the subject property and home business requirements. It also explained the appeal process if the applicant disagreed with the decision and chose to pursue any changes. No appeal was found to have taken place. The C2C Plan was adopted on June 7th, 2016 after over a year of research and public input. All public comments were solicited and none indicated support a commercial industrial zone in this area. Therefore, commercial industrial activity was not envisioned for the subject property or area.

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

Applicant Response: The rezoning will allow an existing business that has been in the same location many years to continue to function and place the correct zoning over the area. The rezoning will allow Finco Tree and Wood Services to continue to serve their clients and operate their business.

Staff Comment: The property is being used as living quarters and the home business. If the subject property is not rezoned then the applicant will either need to comply with home business requirements (Chapter 89.01) or relocate the business operations to an area zoned for the use.

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.

Applicant Response: The rezoning will allow an existing business that has been in the same location many years to continue to function and place the correct zoning over the area.

Staff Comment: Tree and wood service is not identified as target industry in the C2C Plan. Two similar businesses, American Wood Products and American Tree Care, are located on a single property zoned as General Industrial District in Ames. Their location is surrounded by land used for other industrial services where outdoor storage and noise does not create issues for residents. Finco Tree and Wood Services could likely operate their business successfully in an area zoned for the use in the County or in a nearby city.

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

Applicant Response: The rezoning will allow the County to continue to support business in the County and continue to help Story County grow.

Staff Comment: This rezoning request primarily benefits the interest of the applicant. Conducting the operation at the subject property is not necessarily a strategic location. Finco Tree and Wood Services provides tree services to customers throughout Story County and delivers processed firewood to locations throughout central Iowa. The processing and storage can and should be done at a location better suited for commercial operation. All future industrial activity on the subject property will further compound this location's incompatibility with the surrounding land. Rezoning this area would be considered spot zoning. This generally occurs when a use is allowed but incompatible with all surrounding uses, primarily benefiting the single property owner.



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

1. Vision and Goals:

Applicant Response: No impact is anticipated.

Staff Response: The amendment does not align with and would contradict the vision and goals of the C2C Plan.

2. Goals, Objectives and Strategies as related to the following from the C2C Plan: Agricultural Resources, Community Facilities and Services, Communications and Public Safety, Emergency Preparedness, Cultural Resources, Infrastructure and Utilities, and Intergovernmental Coordination:

Applicant Response: No impact is anticipated.

Staff Response: The potential for a fire incident may be higher than ordinary and the rezoning would not enhance rural character.

3. Conservation of Natural Resources and Recreation:

Applicant Response: No impact is anticipated.

Staff Response: No impact anticipated

4. Land Use:

Applicant Response: No impact is anticipated.

Staff Response: This would be considered a form of spot zoning. The subject property would be incompatible with all surrounding land use and primarily benefit the applicant.

5. Economic Prosperity:

Applicant Response: No impact is anticipated.

Staff Response: No impact is anticipated.

6. Transportation:

Applicant Response: No impact is anticipated.

Staff Response: Currently, the average daily road count on 280th Street is 1110 according to the 2015 DOT review. This has the potential to increase with increased operation, possible future uses and CLI District expansion, or change of ownership based on future commercial/light industrial uses.

G. Consideration of the fiscal impact of the proposed amendment to Story County.

Applicant Response: No impact is anticipated.

Staff Response: No impact is anticipated. However, if the operation or CLI District expands or future uses locate on the property, it will likely contribute to the need for future maintenance to 280th Street.

Comments

The following comments are part of the official record of the proposed **Story County Zoning Map Amendment, Case No. REZ03-18**. If necessary, conditions of approval may be formulated based off these comments.



COMMENTS FROM THE CONCEPTUAL REVIEW TEAM

A conceptual Review meeting was held for the proposed rezoning June 7, 2018. The following are comments that were provided by the Conceptual Review Team:

Story County Assessor's Office:

The Assessor's Office will review the classification of the property for the 2019 Assessment.

Story County Environmental Health Department:

Is there wastewater from either building used for the business? What method of treatment?

No and none

Story County Planning and Development Department:

(follow-up questions after rezoning submittal)

1. How many employees are employed by Finco Tree and Wood Services?
4 full-time and 2 seasonal
2. How many employees are based from the subject property on a daily basis?
0
3. How many company vehicles are owned by Finco Tree and Wood Services?
15
4. Why is some wood stored under the shed where vehicles are parked and other wood is stored outside?
all wood is stored outside; anything inside would be in transit
5. Based on review of historic aerial photography, growth in operation appears to have occurred since company inception. What growth is expected in the future?
none
6. Is any additional land expected to be purchased for business purposes? Will the business require an increased area for operation in the future?
no, no
7. Please provide background information regarding the change of use of the subject property when it was divided and the dwelling was constructed. How long has the business existed and when did it start conducting operations on the subject property?
11 acres were split in 2000 when the dwelling and building were erected; the tree service started operations in 1982 and has been active on this site since 2000
8. Is business conducted on the subject property all year long?
yes
9. How often is material brought to the subject property for processing?
daily
10. Other than tree and wood services by Finco Tree and Wood Services, are there any other services provided on the subject property? Will there be other services provided in the future?
ag services – selling chickens, eggs, pork; no
11. What is Finch's Corner Private Campground? Aerial photos show two campers parked approximately 75 feet southwest of the single family dwelling. Upon site review, a gravel parking area was found with electrical hookups and signage for advertisement and parking direction.
storage for a personal camper



12. Is there any erosion control and landscape buffering planned between the proposed rezoning area and adjacent properties?

no

13. The property is within close proximity to the City of Kelley and within the Ames Urban Fringe Plan. Notices will be sent to Kelley, Ames, and Gilbert.

14. If rezoning occurs and use of the property is under different ownership, an ingress/egress easement will be required for access between the rezoned area and 280th Street.

COMMENTS FROM THE GENERAL PUBLIC AND PUBLICATIONS

Notice letters were sent to property owners within ¼ mile of the proposed rezoning and to the Cities of Ames, Gilbert, and Kelley on June 28th, 2018 regarding the Planning and Zoning Commission Meeting on June 11th, 2018 and the Board of Supervisors Meeting on June 17th, 2018.

Planning and Development Staff also published notice in the three papers designated by the Board of Supervisors on June 28th, 2018.

Planning and Development received one comment in support of the rezoning request directly from the property owner to the west of the subject property. That same individual, along with 11 other property owners and a commercial business signed a document supporting the rezoning request. Most of the responses were from individuals within close proximity to the subject property. The cities did not respond at the time the staff report was submitted.

Three individuals provided comments on the rezoning request at the Planning and Zoning Commission meeting on July 11th, 2018. Justin Dodge spoke as a representative of the subject property owner, Todd Finch. He advocated for approval of the rezoning request and stated Mr. Finch wants to continue operation of Finco Tree and Wood Services on the subject property until retirement which is expected around 2030. Gretchen Northrup, a neighbor to the east of the subject property, spoke on behalf of herself and her husband. She advocated for denial of the rezoning request and approval of the Home Business Permit with the conditions by stating Mr. Finch is generally a good neighbor but the piles of wood have grown substantially and are visible during the winter. Finally, Ethan Anderson, from the Story County Attorney's Office, advocated for denial of the rezoning request and approval of the Home Business Permit with the conditions. He also informed the Planning and Zoning Commission of another alternative which consisted of a Waiver by the Board of Supervisors (Chapter 92.04).

Recommendation

Story County Planning and Development Staff recommend denial of the proposed rezoning from the A-1 Agricultural District to the CLI Commercial/Light Industrial District and the C2C Future Land Use Map Amendment from the Rural Residential Area to the Commercial Industrial Area and support approval of the Home Business Permit Renewal for Finco Tree and Wood Services with conditions based on the following:



1. The rezoning request is a clear application of spot zoning and will primarily benefit the applicant.
2. The subject property is currently zoned A-1 Agricultural District and all surrounding land is zoned the same. The closest unincorporated area zoned CLI Commercial/Light Industrial is approximately 1.9 miles southeast of the subject property, near Huxley. Changing the zoning district will create an area that will allow for future incompatible uses. New commercial industrial uses should be encouraged inside incorporated areas or where appropriately zoned.
3. The subject property is currently designated as Rural Residential Area in the C2C Plan as is the other adjacent property with a single family dwelling. Clustering uses should be prioritized to limit infrastructure cost and negative impact from incompatible uses.
4. Tree services and deliveries are conducted off site throughout Story County. The processing of trees is encouraged to be done at a location suitable and planned for commercial/light industrial operation.
5. Precedent may be set causing a substantial and unnecessary shift in the direction of C2C Plan if the subject property is rezoned.
6. Other businesses not in compliance with the Story County Home Business Regulations may submit similar rezoning requests.

The following are conditions recommended by Planning and Development Staff and approved by the Planning and Zoning Commission that may apply to Finco Tree and Wood Services while operating on the subject property.

1. Allow applicant to bring tree trunks and tree branches on site to be processed through 2018. Beyond this date, no additional tree processing may occur on site.
2. Applicant may continue selling existing stock piles of processed trees until depleted.
3. Existing number of employees may continue to report on site.
4. The two existing accessory buildings may continue to be used for the business.

PLANNING AND ZONING COMMISSION RECOMMENDATION

With a unanimous vote (6-0), the Planning and Zoning Commission recommended denial of the rezoning request. Discussion took place regarding the option of a Waiver by the Board of Supervisors however its appropriateness was questioned and not considered further. A motion to recommend approval of the Home Business Permit with the conditions provided by Planning and Development Staff was initially given but died due to lack of a second. A motion to recommend approval of the Home Business Permit with a new condition allowing processing on the subject property to continue through 2025 instead of 2018 was given but also died due to lack of a second. After further discussion and a majority vote (4-2), the Planning and Zoning commission recommended approval of the Home business Permit with the conditions provided by Planning and Development Staff. The general majority opinion of the Planning and Zoning Commission understood Finco Tree and Wood Services has operated on the subject property for many years but ultimately the ordinances must be followed and approved the compromising solution of the Home Business Permit with conditions.



Alternatives

The Story County Board of Supervisors may consider the following alternatives with regard to the rezoning request:

1. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the CLI Commercial/Light Industrial District (Ordinance No. 273) and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area (Resolution 19-02) as put forth in case REZ03-18 and waives the second and third considerations.
2. The Story County Board of Supervisors approves the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the CLI Commercial/Light Industrial District (Ordinance No. 273) and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area (Resolution 19-02) as put forth in case REZ03-18 with conditions and waives the second and third considerations.
3. **The Story County Board of Supervisors denies the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the CLI Commercial/Light Industrial District (Ordinance No. 273) and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area (Resolution 19-02) as put forth in case REZ03-18 and supports approval of the Home Business Permit renewal for Finco Tree and Wood Services with conditions.**
4. The Story County Board of Supervisors remands the proposed Story County Zoning Map Amendment from the A-1 Agricultural District to the CLI Commercial/Light Industrial District (Ordinance No. 273) and the Story County C2C Future Land Use Map Amendment from Rural Residential Area to the Commercial-Industrial Area (Resolution 19-02) as put forth in case REZ03-18 back to the applicant and/or staff for additional information, and directs staff to place the first consideration on a future Story County Board of Supervisors Agenda.

STORY COUNTY PLANNING AND ZONING

CERTIFICATE OF ZONING COMPLIANCE HB04-10

HOME BUSINESS PERMIT

Finco Tree / Wood Service

FILE COPY

This permit is hereby issued to Todd Finch to establish a home business for tree and wood service on property located at:

52724 280th Street, Kelley, Iowa
Parcel No. 13-04-200-150

All activity shall be conducted in accordance with the application and with the provisions of **Chapter 8, Home Businesses**, of the *Story County Land Development Regulations*.


Sheena L. Danzer 10/28/10
Code Enforcement Officer Date

This permit expires on 10/28/2011 and is non-transferable.



Application for Home Business Permit REVIEW PROCESS

- Contact the Story County Planning and Zoning Department regarding current zoning regulations and other requirements.
- Prepare all required documents in accordance with the following submittal requirements.
 - Completed Application. (inside, page 2)
 - Completed Site Plan. (inside, page 3)
 - Permit fee. (\$50.00 as of January 1, 2009)
- Submit all required application materials outlined above to the Story County Planning and Zoning Department. If the applicant is not the land owner of record, a signed statement from the owner of record stating the applicant may act on his/her behalf must be submitted with the application.
- After receiving a complete application, the application materials are reviewed by staff within one business day to determine whether all of the Standards for Approval as outlined in *Story County Land Development Regulations*, Chapter 8, Home Businesses have been met. (rear, page 4)
- Upon approval of the application, a Home Business Permit will be mailed to the applicant.
- The home business permit will expire one year from the date on the permit. A renewal notice and form will be sent to the applicant 30 days prior to permit expiration.

FOR OFFICE USE ONLY

PERMIT NO. HBO410

Date 10/21/10

Action on Application: Approve Deny

Date _____

Conditions: ZP # 4886 is used for business - must have outside storage stored in acc. building. Must meet standard of approval as well

Appeal to BOA: Yes No Date: _____

Case No. _____ Approve* Deny

*If approved with conditions, have all conditions been satisfied?

Yes No

E911 Address: 52724 280th St.

PIN: 13-04-200-150

Shaena Danz
Signature of Zoning Official

File Stamp - Date Received

RECEIVED

OCT 21 2010

Receipt No. 567497

Receipt Amount 50.00



Application for Home Business Permit

Story County Planning and Zoning, Administration, 900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — PZWeb@storycounty.com — www.storycounty.com

Applicant Information: FINCH TODD
(Last Name) (First Name)
52724 280th St. KELLEY IA 50134
(Address) (City) (State) (Zip)
515-769-2336 N/A
(Phone) (Email)

Property Information:
(E911) Address: 52724 280th St. Kelley, IA 50134
Parcel Identification Number (PIN): _____

Proposed Use (Attach additional materials if necessary.)
Proposed Home Business Name: FINCO TREE/WOOD SERVICE
Type of work or use, including commodities to be sold: WOOD

Types and quantities of materials and supplies to be stored as part of the Home Business: Fire Wood Lumber Mulch

Are any of the materials and/or supplies considered to be hazardous and/or nuisance factors:
 Yes No If yes, please explain: _____

Names of residing family members employed and/or other persons employed: Todd Finch, Austin Goodwin, Zack Groomes, Bret Peterson

Estimated number of customer trips per day: 0 Estimated number of delivery vehicle trips per week: 0

Estimated number of vehicles involved in the Home Business: 2 Vehicle type(s): Pickups + Arians

Special events that will be held regularly in conjunction with the Home Business: 0 none

Location where Home Business will be conducted: Primary Residence Accessory Building

CERTIFICATION

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, and, if necessary, for posting a public notice on the property.

SIGNATURE [Signature] DATE 10-21-10

** If signature is not the owner of the property, a written statement from the owner of record stating the applicant signing this form may act on his/her behalf must be submitted.

Applications will be considered incomplete and will NOT be accepted until ALL requirements are met and fees are paid in full.

Site Plan:

IN THE SPACE PROVIDED TO THE RIGHT, please provide a site plan for the proposed home business permit use. Site plans must be drawn approximately to scale and include all following items for the application to be deemed complete. *All items listed are to be included for both existing and proposed uses/structures.* You may choose to submit a separate site plan, however, all items identified here must be shown.
Note: Electronic site plans are encouraged both in addition to and in lieu of hard copies. (.pdf files are preferred)

- Dimensions of all lot lines.
- Location and size of signs (if permitted).
- Indicate the front of the principal building.
- All roads and private lanes abutting the property.
- Location, size, height, and use of all buildings, with setback distances measured at a right angle from lot lines.
- Floor Plan (if use is within a residence): dimensions/uses of *all* rooms and entrances.
- Parking layout: location, dimensions, materials, stall layout, and total number of stalls.

Chapter 8

HOME BUSINESSES

Section 8.10: Statement of Intent

A. It is the intent of these regulations to allow for limited commercial activity accessory to a dwelling in designated districts when in conformance with the following Standards for Approval. A Home Business is allowable only on a parcel of land which contains an occupied dwelling. (Ordinance No. 184)

B. A Home Business is an activity which is confined totally within a dwelling or within an accessory building separate from a dwelling when permitted in the base zone district. A Home Business requires a Home Business Permit issued by the Planning and Zoning Director or his/her designee upon compliance with the standards contained herein. (Ordinance No. 184)

Section 8.20: Standards for Approval

A. A Home Business shall satisfy the following standards: (Ordinance No. 184)

1. It shall be service and/or product oriented. (Ordinance No. 184)
2. At least one member of the immediate family thereby residing in the dwelling on the property shall be employed at the home business. (Ordinance No. 184)
3. At no time shall activities associated with a home business occupy more than 49% of the total gross floor area of a dwelling. (Ordinance No. 184)
4. Not more than one accessory building may be utilized for the Home Business (in zoning districts where accessory buildings are allowed for home business use).
5. It shall not be objectionable to its surroundings due to nuisance factors such as exterior appearance, the emission of odor, gas, dust, smoke, noise, or in any other way.
6. Only one person living outside of the residence and members of the immediate family thereby residing may be employed at the home business location.
7. Parking of service vehicles as defined in Chapter 2, Definitions is subject to the following requirements: (Ordinance No. 184)
 - a. Not more than two (2) service vehicles may be parked at one time outside the home business location in the A-1 Agricultural District. (Ordinance No. 184)
 - b. Service vehicles not in use may be permitted in areas visible from the road right-of-way and adjoining properties when the property is zoned A-1 Agricultural. (Ordinance No. 184)
 - c. In the A-R Agricultural Residential, R-1 Residential, and R-2 Residential Districts, all service vehicles must be fully enclosed within a building. (Ordinance No. 184)
8. Outside storage or display of products shall not be allowed. (Ordinance No. 184)
9. It shall not create traffic or delivery concerns in the immediate area. In combination, all home business activities shall not generate traffic (customer, employee and delivery) substantially in excess of the normal anticipated traffic for the use of the property as a single-family dwelling.
10. Diminishment or impairment of established property values to adjoining or surrounding property shall not be created from the Home Business. (Ordinance No. 184)
11. All signs must be approved through the submittal of an Application for Sign Permit and the applicable fee. Signs must be in conformance with Chapter 9 of this Ordinance. (Ordinance No. 184)
12. All requirements of Chapter 7, Section 7.80: Access, Parking and Circulation Standards, must be met.
13. All lighting shall be in conformance with Chapter 7, Section 7.90: Site Lighting, of this Ordinance and shall be submitted for review and approval at the time the application for Home Business Permit is submitted.

Section 8.30: Conditions of Approval

A. A Home Business Permit shall not be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, obnoxious, or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, and vibrations, refuse matter or water-carried waste. All facilities required for the discharge, collection and treatment of liquid, solid or gaseous wastes shall be designed, constructed, and operated in accordance with all statutes and regulations of Story County and the State of Iowa. Conditions of approval addressed such impacts shall be established pursuant to this section and such conditions are listed on the Home Business Permit and other applicable permits as outlined in this Ordinance. (Ordinance No. 184)

Section 8.40: Annual Renewal

A. The Home Business Permit is required to be renewed annually by completion of a renewal slip and payment of the applicable fee. (Ordinance No. 184)

Section 8.50: Violation of the Standards for Approval

A. Any home business not operating within the Standards for Approval as described in Section 8.20 shall be subject to Chapter 18, Violations and Penalties and may be subject to an annual or semi-annual inspection with conditions as needed as a follow-up to the inspection. (Ordinance No. 184)

ZONING PERMIT REVIEW CHECKLIST

Application No: 4878 Date Rec: 10-5-10 PIN: 13-04-280-150

Type of Application: ACC BLDG

GENERAL INFORMATION

Property E911 Address (New) (Same) 52724 280TH Street

E911 Address entered into Real Estate File	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Application contains all necessary information	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Platting violations	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Property zoned for desired use—Zoning <u>A-1</u>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Conformance to all the bulk requirements	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FP Floodplain Overlay District on the property (<input type="checkbox"/> FW <input type="checkbox"/> FF <input type="checkbox"/> GF)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Single-Family Dwellings

Meets the minimum width requirement Yes No

Zoning provision is the permit being issued under:

<input type="checkbox"/> Ag (Large Lot)	<input type="checkbox"/> Res Zone/Subdivision	<input type="checkbox"/> Lot of Record
<input type="checkbox"/> Farmstead	<input type="checkbox"/> LESA Exception	<input type="checkbox"/> Variance

Date of property research: _____

Review by Designee

Issue Preliminary Development Permit Deny Date: CEB Initials 10/6/10

Comments:
 I would conclude this proposed building is for the business of "Finco Tree & Wood Service." This business is not in conformance with the Story County LDR. Deny this app. & ~~start~~ start investigation of violation.

Secondary Review

Issue Preliminary Development Permit Deny Date: lah Initials 10/6/10

don't issue a PDP until this is figured out.

Comments:
 Is there a landscaping business on the property? (see picture from Pictometry?) zoning permit app for house in 2000 showed a septic - just in FV1.

Comments from outside departments:

Follow-up:



**Zoning Permit — NON-COMMERCIAL
DEVELOPMENT REVIEW PROCEDURES
Prior to Review of Application**

1. Contact the Story County Planning and Zoning Department regarding current zoning regulations and other building requirements.
2. Prepare all required documents in accordance with the following submittal requirements.

<input type="checkbox"/> Completed Application. (page 2) <input type="checkbox"/> Completed Site Plan. (page 3) <input type="checkbox"/> Permit fee. (see valuation form, page 4) <input type="checkbox"/> Valuation form. (page 4) <input type="checkbox"/> Well & Waste Treatment permits. (if applicable)	<input type="checkbox"/> Driveway Entrance Permit or confirmation from County Engineer that access is suitable. <input type="checkbox"/> E-911 address request and fee. (if applicable) <input type="checkbox"/> Floodplain Development Permit. (if applicable)
--	---
3. Submit all required application materials outlined above to the Story County Planning and Zoning Department. If the applicant is not the land owner of record, a signed statement from the owner of record stating the applicant may act on his/her behalf must be submitted with the application.
4. After receiving a complete application, the application materials are reviewed by staff within three (3) business days.
5. If all applicable provisions of the *Story County Land Development Regulations* are satisfied the procedure continues as described on "Development Review Procedures—After Approval of Application".
6. If all applicable provisions of the *Story County Land Development Regulations* can not be satisfied, the application will be denied and the applicant will be notified of the action.

FOR OFFICE USE ONLY	
Inspection Date: _____	Time: _____ By: _____
Is the location of the structure in conformance with the submitted plans? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Relayed to: _____ <input type="checkbox"/> At Site <input type="checkbox"/> By Phone <input type="checkbox"/> In Person	
Notes: _____	
Action on Application: <input type="checkbox"/> Approve <input type="checkbox"/> Deny	
ZONING PERMIT NO. _____	
Signature of Zoning Official _____	

File Stamp - Date Received

OCT 05 2010

Receipt No. 5107484

Receipt Amount 35.20



Application for Zoning Permit — NON-COMMERCIAL

A-1, A-2*, C*, A-R, R-1, R-2, R-M or GB/C *when used residentially only
Story County Planning and Zoning, Administration, 900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — PZWeb@storycounty.com — www.storycounty.com

Applicant Information: FINCH (Last Name) Todd (First Name)
52724 280th (Address) Kelley IA 5034 (City) (State) (Zip)
515-769-2336 (Phone) NA (Email)

Contractor Information: Breezey Hill (Company Name) Ray (Contact Name)
8759 Van Buren St (Address) New Virginia IA 50210 (City) (State) (Zip)
515-249-1232 (Phone) (Email)

Property Information: (E911) Address: 52724 280th Total Value of Construction: \$ 35200
Parcel Identification Number (PIN): 13-04-200-150 (As determined on Valuation Worksheet)

Proposed Use (Please provide a summary of your proposed zoning permit use in the space provided below. Attach additional materials if necessary.)
pole barn for storage

CERTIFICATION

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, and, if necessary, for posting a public notice on the property.

SIGNATURE [Signature] DATE 10-5-10
** If signature is not the owner of the property, a written statement from the owner of record stating the applicant signing this form may act on his/her behalf must be submitted.

Applications will be considered incomplete and will NOT be accepted until ALL requirements are met and fees are paid in full.

Site Plan:

IN THE SPACE PROVIDED TO THE RIGHT, please provide a site plan for the proposed zoning permit use. Site plans must be drawn approximately to scale and include all following items for the application to be deemed complete. *All items listed are to be included for both existing and proposed uses/structures.* You may choose to submit a separate site plan, however, all items identified here must be shown.

Note: *Electronic site plans are encouraged both in addition to and in lieu of hard copies. (.pdf files are preferred)*

- Dimensions of all lot lines.
- Location and size of signs (if permitted).
- Indicate the front of the principal building.
- All roads and private lanes abutting the property.
- Driveways, including dimensions
- Location, size, height and use of all buildings, with setback distances measured at a right angle from lot lines.
- Height: 18'
- All wells and waste treatment facilities, location and size.



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

Ph. 515-382-7245 Fax 515-382-7294
www.storycounty.com

October 19, 2010

Todd Finch
52724 280th Street
Kelley, IA 50134

Mr. Finch,

As of October 5, 2010, the Story County Planning and Zoning Department was in receipt of Application for Zoning Permit Number 4878. The request was for the construction of an accessory building on property in the A-1, Agricultural Zoning District. The property under the ownership of Todd J. Finch is identified as Parcel Number 13-04-200-150.

After a review of your application on October 6, 2010, it was determined that the permit must be denied, due to the existence of a commercial business on property in the A-1, Agricultural Zoning District. The denied permit has been referred to the Code Enforcement Officer who will contact you regarding the process to bring the property into compliance.

If you believe this determination has been made in error, you may appeal this decision to the Story County Board of Adjustment, in accordance with Section 13.20 of the LDR. Such appeal shall be submitted within a period of not more than thirty (30) days from this letter. Such appeal shall be filed with the Director of Planning and Zoning with notice of appeal specifying the grounds thereof, filing fee and additional submittal requirements.

If you have any other questions regarding this information, please do not hesitate to contact me at CDissell@storycounty.com or at (515) 382-7246.

Best Regards,



DIGITAL SIGNATURE

Charlie E. Dissell
Story County Planner

cc: Parcel File 13-04-200-150

CD:ah



Environmental Health Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7240 Fax 515-382-7294
www.storycounty.com

October 5, 2010

Todd Finch
52724 280th Street
Kelly, Iowa 50134

RE: Septic and Well Permits

Mr. Finch:

Upon review of your building permit application to Planning and Zoning, our department has found that septic and well permits were not obtained or the administrative fees paid. Before the Environmental Health Department can sign off on your building permit application, you will need to complete the included forms and submit payment.

Sincerely,

Matthew Cory
Environmental Specialist

Enclosures

COPY

- [Home](#)
- [Firewood](#)
- [Tree Trimming](#)
- [Tree Care](#)
- [Land Clearing](#)
- [Stump Grinding](#)
- [History](#)
- [Job Application](#)
- [Testimonials](#)
- [Contact Us](#)
- [Licensing](#)
- [Pickup Locations](#)

Welcome to Finco



People Make All the Difference

Arboriculture Professional & Licensed Nurseryman, Todd Finch (Owner), will be on most every job working closely with crew leaders and customers to ensure all goes smoothly and as planned. He really takes pride in getting the job done right.

[Contact Us Today!](#)

Andy, our Lead Arborist, started as a firewood delivery person his freshman year at ISU. Now with a BS from ISU, he is a valuable asset to our workforce.

Not only do we have our own **Certified Arborist Program**, but all of our Tree Care Professionals must participate.



Finco Recycles

Your tree removal may be part of what we call "Value Added Arboriculture" Limbwood chipped onsite and then cured will be born again as mulch in new plantings or beds. Maybe even used for erosion control. Logs may be processed into lumber or firewood. Wastewood is burned for ash & fill. Nothing ends up in a landfill, further stressing our precious resources.

New Construction Lot Clearing Experts On Staff

We can clear subdivisions, new homes or commercial property with ease. Cleaner, safer, and with less disruption to the environment than conventional bull dozer approach.

With a forester and tree lot manager on staff we can evaluate dangerous trees and work to save them with cables, pruning and tying techniques.

With licensed nurserymen on staff, we can plant, install or move trees to enhance the value of your property.

[Home](#) | [Firewood](#) | [Tree Trimming](#) | [Tree Care](#) | [Land Clearing](#) | [Stump Grinding](#) | [History](#) | [Job Application](#) | [Testimonials](#) | [Contact Us](#) | [Licensing](#) | [Pickup Locations](#) | [Site Map](#)

Finco Tree & Wood Service ~ 52724 280th ~ Kelley, IA 50134 ~ (515) 231-4346

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Web Design & Development by Saltech Systems

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- [Firewood](#)
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- [History](#)
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History

Finco started back in 1982 as a firewood delivery company. Cleaning timbers for friends & family in Boone and Story Counties, we built and sold approximately 10-15 (cords) per year.



After a tornado ripped through Kellerton, IA in Ringgold County, my partner and I built and hauled mountains of firewood back to Ames to resell. Much of our firewood went to Skei Fireplace Wood Co. on Lincoln Way.

In 1995 Finco purchased Skei Firewood operations. By then tree service work took over as our main focus. In 2000 Finco became a licensed nursery for Iowa and added growing, selling, and installing trees. How can I have any future in this business if we don't plant future work?

Many companies have come and gone since Finco began, wanting to "Always be the cheapest" or the "biggest" or the "fastest."

At Finco, our business plan is simple:

Service

Low employee turnover and our intense training program give you the best possible service.

Fair Prices

Finco has been around for a while and can find ways to save you money and work more efficiently. Maybe not always the cheapest, but fair. Marketability of our waste products makes our price hard to beat.

Professional

Newer well maintained equipment helps the job go more smoothly, uniformed, neat, hardworking men and women make up our staff. You won't be embarrassed to have us over to your home or property.

Local Ownership

Operator Todd Finch is on most every job working with customers and staff to ensure an excellent job every time.

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Finco Tree & Wood Service ~ 52724 280th ~ Kelley, IA 50134 ~ (515) 231-4346

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

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

June 28, 2018

Todd Finch
52724 280th Street
Kelley, IA 50134

Subject: Follow-up questions/comments to rezoning application submittal for the south 425 feet of Parcel A located at 52724 280th Street.

Dear Mr. Finch,

Thank you for your submittal of the rezoning application for the south 425 feet of Parcel A at 52724 280th Street. The application and materials were routed and reviewed by County departments. Some of the following comments are based on the site review our department conducted on June 26th, 2018.

Please respond to each of the following comments and questions by July 2nd, 2018 in order for a Planning and Development Department staff report to be completed and the Planning and Zoning Commission to address the matter at their meeting on July 11th, 2018. As well, the first consideration of this item will tentatively be addressed by the Story County Board of Supervisors at their meeting on July 17th, 2018. Both meetings take place in the Public Meeting Room located on the 2nd floor of the Story County Administration Building (900 6th Street, Nevada, Iowa). Notices for this request will be mailed to adjacent property owners on June 29th, 2018.

Sincerely,

Ryan Schweitzer

A handwritten signature in black ink that reads "Ryan Schweitzer". The signature is written in a cursive style with a large initial "R" and "S".

Story County Planning and Development

cc: Justin Dodge



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

Ph. 515-382-7245
www.storycountyiaowa.gov

Story County Planning and Development Comments for Applicant

1. How many employees are employed by Finco Tree and Wood Services?
2. How many employees are based from the subject property on a daily basis?
3. How many company vehicles are owned by Finco Tree and Wood Services?
4. Why is some wood stored under the shed where vehicles are parked and other wood is stored outside?
5. Based on review of historic aerial photography, growth in operation appears to have occurred since company inception. What growth is expected in the future?
6. Is any additional land expected to be purchased for business purposes? Will the business require an increased area for operation in the future?
7. Please provide background information regarding the change of use of the subject property when it was divided and the dwelling was constructed. How long has the business existed and when did it start conducting operations on the subject property?
8. Is business conducted on the subject property all year long?
9. How often is material brought to the subject property for processing?
10. Other than tree and wood services by Finco, are there any other services provided on the subject property? Will there be other services provided in the future?
11. What is Finch's Corner Private Campground? Aerial photos show two campers parked approximately 75 feet southwest of the single family dwelling. Upon site review, a gravel parking area was found with electrical hookups and signage for advertisement and parking direction.
12. Is there any erosion control and landscape buffering planned between the proposed rezoning area and adjacent properties?
13. The property is within close proximity to the City of Kelley and within the Ames Urban Fringe Plan. Notices will be sent to Kelley, Ames, and Gilbert.
14. If rezoning occurs and use of the property is under different ownership, an ingress/egress easement will be required for access between the rezoned area and 280th Street.

Story County Assessor's Office Comments

1. The Assessor's Office will review the classification of the property for the 2019 Assessment.

Story County Environmental Health Department Comments

1. Is there wastewater from either building used for the business? What is the method of treatment?

Stephanie L. Jones

From: A J Finch <akfinch@hotmail.com>
Sent: Tuesday, July 03, 2018 2:49 PM
To: Planning and Zoning Department
Subject: Case REZ03-18

I am recommending the approval of Todd Finch request for rezoning to CLI as defined in your notice of public hearing. I own the land adjoining this property on the west side. Thank you, Al Finch 830 460 3322



Virus-free. www.avg.com

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Norine K Black

Address: 26156 530th Ave

Ames, Iowa 50010

Phone: 515-292-1936

Signature: Norine^o K Black Date: June 12-18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: *Antoinette Kennedy*

Address: *27614 530th Ave.*

Phone: *515-769-2468*

Signature: *Antoinette Kennedy* Date: *June 13-18*

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Kay L. FINCH

Address: 28209 530th Ave

Kelley Fours 50134

Phone: _____

Signature: Kay L. Finch Date: 6/19/18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Thomas D. Worley

Address: 29407 530TH AVE KELLEY IOWA 50134

Phone: _____

Signature: _____ Date: _____

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Scott Thompson

Address: 28645 530TH Ave

Kelley, IA 50134

Phone: 515-231-3507

Signature:  Date: 6/13/18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Wynn Houge

Address: 54081 280th

Kelley, IA

Phone: 515-769-2403

Signature:  Date: June - 13 - 2018

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: *Aisie L. Finch Diane L. Finch*

Address: *28453 530th Avenue*

Phone: *515-769-2444*

Signature: *Aisie L. Finch* Date: *6/13/2018*

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: AL FINCH

Address: 4366 Wartons' Dock Rd Bandera, TX

Phone: _____

Signature:  Date: 6-21-18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Mike Denger

Address: 28691 530th Ave

Kelley, IA 50134

Phone: 515-402-6031

Signature:  Date: 6/15/18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: SHAWN BLAESING-THOMPSON

Address: 28735 530th AVE

KELLEY, IA 50134

Phone: 515-769-2394

Signature: Shawn Blaesing Thompson Date: 6/15/18

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: *Kevin Kennedy*

Address: *28143 580th Ave*

Kelley PA 50134

Phone: *515-231-3848*

Signature: *[Handwritten Signature]* Date: *15 June 2016*

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: Mike Transport

Address: 5220 g 280th st

Kelley, Iowa 50134

Phone: 515-769-2360

Signature:  Date: 6/14/12

I am a neighbor of *Todd Finch* and *FINCO Tree Service* and would like to express my support in rezoning the back part of his property to commercial.

I support his rezoning application.

Name: *Kenneth Oakland*

Address: *52886 290th St. Huxley Ia*

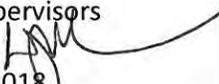
Phone: *515-231-7973*

Signature: *Kenneth Oakland* Date: *6-13-18*

(*Oakland Bros Farms*)
(*Margaret Oakland's son*)



LUCY MARTIN
Story County Auditor
and
Commissioner of Elections

TO: Board of Supervisors
FROM: Lucy Martin 
DATE: August 13, 2018
RE: hourly compensation for temporary election staff

The Auditor's Office hires temporary workers for a variety of election tasks, including the following:

- public testing of vote tabulating equipment
- organizing and packing elections supplies and equipment
- delivery and pickup of supplies and equipment to voting locations
- assisting voting locations on election day (re-supply, technical trouble-shooting)
- data entry of voter registration and absentee ballot requests
- preparing and processing mailed ballots
- processing in-person absentee voters

Currently, the hourly wage for the office's temporary workers is \$10.50. In order to hire the necessary number of temporary workers for the upcoming November 6, 2018 General Election (16-20 total), I am proposing to raise the wage to \$15.00 an hour.

The requested change can be accommodated within the current FY19 budget.

APPROVED **DENIED**
Board Member Initials: AS
Meeting Date: 7/17/18
Follow-up action: _____

DO NOT WRITE IN THE SPACE ABOVE – RESERVED FOR RECORDER
Prepared by Leanne Lawrie Harter, County Outreach and Special Projects Manager, 900 6th Street,
Nevada, Iowa 50201 515-382-7247

Return to:

**Headwaters of the South Skunk River Watershed Management Authority Agreement
Between Story County, Boone County, Hamilton County, Hardin County,
City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of
Ellsworth, City of Kamrar, City of Blairsburg, City of Williams,
Story County Soil and Water Conservation District, Boone County Soil and Water
Conservation District, Hamilton County Soil and Water Conservation District, and
Hardin County Soil and Water Conservation District**

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this ____ day of _____, 2018 by and between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, *Code of Iowa* Section 466B authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to *Code of Iowa* Section 466B.23, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

and;

WHEREAS, Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District all deem establishment of the Headwaters of the South Skunk River Watershed Management Authority (the Authority), a

watershed management authority encompassing all three Hydrologic Unit Code 10 (HUC 10) watersheds, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Headwaters of the South Skunk River Watershed Management Authority to carry out watershed planning and improvements in the Headwaters of the South Skunk River Watershed.

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

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of Story, Boone, Hamilton, and Hardin are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Story County
900 Sixth Street
Nevada, Iowa 50201

Boone County
201 State Street
Boone, Iowa 50036

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

- 1.2 The Cities of Ames, Story City, Roland, Blairsburg, Ellsworth, Jewell, Kamrar, Williams, and Randall are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 364. Their respective addresses are:

City of Ames
515 Clark Avenue
Ames, Iowa 50010

City of Story City
504 Broad Street
Story City, Iowa 50248

City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

City of Randall
Box 36
Randall, Iowa 50231

City of Blairsburg
PO Box 100
Blairsburg, IA 50034

City of Ellsworth
1528 DeWitt St.
Ellsworth, IA 50075

City of Jewell
701 Main St.
Jewell, IA 50130

City of Kamrar
PO Box 77
Kamrar, IA 50132

City of Williams
PO Box 7
Williams, IA 50271

- 1.3 The Soil and Water Conservation Districts of Story, Boone, Hardin, and Hamilton are each a governmental division of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A.5(1). Their respective addresses are:

Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 2. HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED BOUNDARY

The area within this Agreement are those lands draining to the South Skunk River above its confluence with Squaw Creek, and shall be known as the Headwaters of the South Skunk River Watershed Boundary. This Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Headwaters of the South Skunk River Watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.23:
 - 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not acquire property by eminent domain.

SECTION 4. NO SEPARATE ENTITY CREATED.

- 4.1 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Cooperators known as the Headwaters of the South Skunk River Watershed Management Authority Board (the Board) shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement.
- 4.3 Once established, the Board will develop governing bylaws.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

- 6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Watershed Management Authority. Each party shall be responsible for:
 - 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Headwaters of the South Skunk River Watershed;
 - 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Headwaters of the South Skunk River Watershed;

- 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;
- 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the Headwaters of the South Skunk River Watershed;
- 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;
- 6.1.7 securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
- 6.1.8 designing and bidding of projects;
- 6.1.9 administering contracts; and
- 6.1.10 observing construction.

SECTION 7. MANNER OF FINANCING.

The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any cooperator are intended to be created hereby.

No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No Cooperator may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Cooperator.

The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Cooperator or other organization meeting the fiscal agent standards outlined in the bylaws. Should no Cooperator or other organization accept the nomination of fiscal agent for the opportunity, the opportunity will not be considered.

SECTION 8. ENTIRE AGREEMENT.

This Agreement represents the entire understanding among the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another Cooperator and which is not included in this Agreement.

SECTION 9. SEVERABILITY/INVALIDITY.

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

SECTION 10. GOVERNING LAW.

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

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.
- 11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

SECTION 12. ADDITIONAL COOPERATORS

- 12.1 A City, County, or Soil and Water Conservation District within the Headwaters of the South Skunk River Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

SECTION 13. TERMINATION OF AGREEMENT.

This agreement shall terminate upon the mutual agreement of the governing bodies of all Cooperators in the Authority. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually terminate their participation in the agreement after providing the Authority a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

SECTION 14. EFFECTIVE DATE.

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

SECTION 15. NOTICES.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for

each Cooperator as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons at each Cooperator:

Story County: Chairperson, Story County Board of Supervisors
Story County Administration Building
900 Sixth Street
Nevada, Iowa 50201

Boone County: Chairperson, Boone County Board of Supervisors

Boone County Administration
201 State Street
Boone, Iowa 50036

Hardin County: Chairperson, Hardin County Board of Supervisors

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

Hamilton County: Chairperson, Hamilton County Board of Supervisors

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Ames: Mayor, City of Ames
City Hall
515 Clark Avenue
Ames, Iowa 50010

Story City: Mayor, City of Story City
504 Broad Street
Story City, Iowa 50248

Roland: Mayor, City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

Randall: Mayor, City of Randall
Box 36
Randall, Iowa 50231

Blairsburg: Mayor, City of Blairsburg
PO Box 100

Blairsburg, IA 50034

Ellsworth: Mayor, City of Ellsworth
1528 DeWitt St.
Ellsworth, IA 50075

Jewell: Mayor, City of Jewell
701 Main St.
Jewell, IA 50130

Kamrar: Mayor, City of Kamrar
PO Box 77
Kamrar, IA 50132

Williams: Mayor, City of Williams
PO Box 7
Williams, IA 50271

Story County Soil and Water Conservation District:

Chairperson, Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County Soil and Water Conservation District:

Chairperson, Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County Soil and Water Conservation District:

Chairperson, Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County Soil and Water Conservation District:

Chairperson, Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 16. RECORDATION.

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

SECTION 17. ENTIRE AGREEMENT.

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

SECTION 18. NO WAIVER.

The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

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

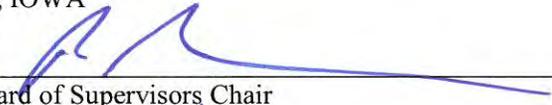
SECTION 22. COUNTERPARTS.

The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Dated this 17th day of JULY, 2018.

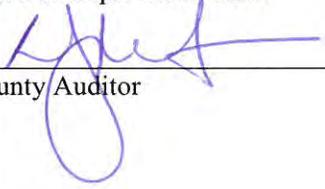
STORY COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor

**URBAN RENEWAL PLAN
STORY COUNTY URBAN RENEWAL AREA**

November 2011

Amended October 2013

Amended September 2014

Amended October 2015

Amended May 2016

Amended September 2016

Amended June 2017

Amended August 2017

Amended August 2018

DIRECTED

APPROVED

DENIED

Board Member Initials: RS

Meeting Date: 7-17-18

Follow-up action: _____

I. INTRODUCTION

Chapter 403 of the *Code of Iowa* authorizes counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas, including financing projects using property taxes generated from incremental property tax valuations.

County boards of supervisors may create "economic development" urban renewal areas. An economic development urban renewal area may be any area of a county, which has been designated by the board of supervisors as an area which is appropriate for commercial or industrial enterprises and in which the county seeks to encourage further development.

The process by which an economic development urban renewal area may be created begins with a finding by a board of supervisors that such an area needs to be established within the County. An urban renewal plan is then prepared for the area. The Board of Supervisors must hold a public hearing on the urban renewal plan, following which, the Board may approve the plan and may adopt a tax increment ordinance.

More than two dozen counties in Iowa have created economic development urban renewal areas in the last decade, and, more recently, a number of counties have created these areas primarily on the basis of the significant new taxable valuation that is related to the development of "wind farms."

This document is intended to serve as the Urban Renewal Plan for an urban renewal area in Story County, Iowa (the "County") to be known as the Story County Urban Renewal Area (the "Urban Renewal Area"). The largest amount of new taxable valuation to be included in the Urban Renewal Area will be derived from the wind turbines located in Lincoln, Sherman, and Warren Townships, in the northeast portion of the County.

This document is an Urban Renewal Plan within the meaning of Chapter 403 of the *Code of Iowa*, and it sets out proposed projects to be undertaken within the Urban Renewal Area. It is also intended that this Urban Renewal Plan will guide the County in promoting economic development.

II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA

Using the authority in Chapter 403 of the *Code of Iowa*, the County Board of Supervisors has determined to include the following taxable property within the Urban Renewal Area:

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)

3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue (County parcel number 10-09-400-400)
4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.
5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

In addition, the Board of Supervisors has determined to include the following property within the Urban Renewal Area on which projects will be constructed:

1. Dakins Lake County Park (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
2. Right-of-way of Country Club Road from the Nevada city limits south to 260th Street.
3. One-quarter mile of 590th Avenue north of its intersection with Highway 30
4. City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
5. Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
6. City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
7. City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
8. City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
9. City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
10. City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
11. Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
12. City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
13. City of Kelley – Construction of new six-inch water main on Hubbel Street.
14. City of Maxwell – Installation of curb and gutter along Trotter Blvd.
15. City of Nevada – Construction of Clock Tower Center.
16. City of Slater – Main Street improvements from Story to Tama Streets.
17. City of Zearing – Building renovations at 107 West Main Street.
18. Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
19. City of Huxley – Centennial Park playground expansion.
20. City of Cambridge - Construction of new multi-functional municipal building.
21. City of Slater – Main Street improvements to corner of Main Street and Marshall.
22. City of Slater – Acquisition and renovation of 404/406 Main Street.
23. City of Story City – South Park project.
24. Praeri Rail Trail Extension Planning and Construction.

25. Tedesco Environmental Learning Corridor – Phase 1, and Phase 2 and Phase 3 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:
- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
 - Bridges over streams and waterways
 - Stream/Channel restoration
 - Removal of invasive species and replacement with native species
 - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
 - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
 - All other items within the Tedesco Environmental Learning Corridor
 - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
26. City of Collins – Demolition and revitalization of buildings along Main Street.
27. City of Story City – Proposed improvements to North Park Project.
28. City of Cambridge – Construction of Cambridge Community Center.
29. City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
30. City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
31. City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
32. City of Cambridge - Utility Re-Location
33. City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
34. City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

A map showing the location of each of these properties is set out as Exhibit B.

III. URBAN RENEWAL AREA OBJECTIVES

The primary objectives of the Board of Supervisors in creating the Urban Renewal Area are to use incremental property tax revenues to finance public improvements that are intended to promote the quality of life for all residents of Story County and to encourage private investment and development that will lead to greater job retention, creation of new jobs, an increase in the tax base and the promotion of economic growth throughout the County.

IV. INITIAL PROJECTS

The Board of Supervisors has reviewed a number of possible projects that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year:

1. Improvements to Dakins Lake County Park, including acquisition of adjacent property
2. Construction of bike trail on Country Club Road from the Nevada city limits south to 260th Street
3. Paving one-quarter mile of 590th Avenue north of its intersection with Highway 30

V. ADDITIONAL PROJECTS

The Board of Supervisors has reviewed a number of requests submitted during August 2013, 2014, 2015, and 2016 that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year and fiscal year 2018:

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- City of Zeiring, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- City of Kelley – Construction of new six-inch water main on Hubbel Street.
- City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- City of Nevada – Construction of Clock Tower Center.
- City of Slater – Main Street improvements from Story to Tama Streets.
- City of Zeiring – Building renovations at 107 West Main Street.
- Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1, ~~and~~ Phase 2 and Phase 3 at the Iowa State University Research Park - Financing the design, construction and facilitation

of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
 - Bridges over streams and waterways
 - Stream/Channel restoration
 - Removal of invasive species and replacement with native species
 - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
 - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
 - All other items within the Tedesco Environmental Learning Corridor
 - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
- City of Collins – Demolition and revitalization of buildings along Main Street.
 - City of Story City – Proposed improvements to North Park Project.
 - City of Cambridge – Construction of Cambridge Community Center.
 - City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
 - City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
 - City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
 - City of Cambridge - Utility Re-Location
 - City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
 - City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

VI. TAX INCREMENT FINANCING PROCEDURES

As part of the establishment of the Urban Renewal Area, the County will adopt an ordinance to designate certain taxable property within the Urban Renewal Area from which the property taxes generated from new private development may be used to pay costs of urban renewal projects, including construction of public improvements. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which debt is initially certified, an original taxable valuation is established for the property that has been designated in the ordinance, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in an Urban Renewal Area as of January 1 of the calendar year proceeding the calendar year in which the County first certifies the amount of any obligations payable from TIF revenues to be generated within that Urban Renewal Area. When the value of this taxable property increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

It is expected that the County will incur debt that can be certified by December 1, 2011, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved October 2016, it is expected that the County will incur debt that can be certified by December 1, 2016, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2016.

Procedurally, after tax increment debt has been incurred within an Urban Renewal Area, property taxes levied by the county, the school districts, townships and the area college against the incremental value, with the exception of taxes levied to repay debt incurred by those jurisdictions and the school district physical plant and equipment levy, are allocated by state law to the County's tax increment fund rather than to each jurisdiction. These new tax dollars are then used to repay any tax increment obligation incurred in the Urban Renewal Area.

VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board. The collection of incremental property tax revenues will be limited by state law to no more than twenty years following the fiscal year in which the first such revenues are collected.

VII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the *Code of Iowa* in order to carry out any purposes consistent with Chapter 403 of the *Code of Iowa*, to add other taxable property that may produce incremental revenues and to add projects that may be financed from incremental revenues.

VIII. COUNTY FINANCIAL INFORMATION

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, 2017~~8~~):

Outstanding general obligation debt	\$2,430,000
Current constitutional debt limit	\$365,874,561
TIF debt incurred	\$4,844,200

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (August 2017~~8~~):

Outstanding general obligation debt	\$1,630,000
Current constitutional debt limit	\$365,874,561
Proposed TIF debt to be incurred	\$1,000,000
Existing TIF debt	\$3,051,000

EXHIBIT A

County Tax Parcel	# of Turbines	Description	County Tax Parcel	# of Turbines	Description
03-12-300-101	<u>1</u>	GARDEN WIND LLC	04-35-100-201	<u>1</u>	STORY WIND LLC
03-12-300-201	<u>2</u>	GARDEN WIND LLC	04-35-100-301	<u>1</u>	STORY WIND LLC
03-12-400-101	<u>1</u>	GARDEN WIND LLC	04-35-200-101	<u>2</u>	STORY WIND LLC
03-13-400-201	<u>1</u>	GARDEN WIND LLC	04-36-100-401	<u>1</u>	STORY WIND LLC
03-25-100-401	<u>1</u>	STORY WIND LLC	04-36-200-301	<u>2</u>	STORY WIND LLC
03-25-200-301	<u>2</u>	STORY WIND LLC	04-36-200-401	<u>1</u>	STORY WIND LLC
03-25-200-401	<u>1</u>	STORY WIND LLC	04-36-300-101	<u>1</u>	STORY WIND LLC
04-04-100-101	<u>1</u>	GARDEN WIND LLC	08-02-100-101	<u>1</u>	STORY WIND LLC
04-04-100-201	<u>1</u>	GARDEN WIND LLC	08-02-100-201	<u>2</u>	STORY WIND LLC
04-04-200-101	<u>1</u>	GARDEN WIND LLC	08-04-200-101	<u>1</u>	STORY WIND LLC
04-04-300-401	<u>2</u>	GARDEN WIND LLC	08-04-200-201	<u>1</u>	STORY WIND LLC
04-04-400-301	<u>1</u>	GARDEN WIND LLC	08-08-100-401	<u>1</u>	STORY WIND LLC
04-06-100-201	<u>1</u>	GARDEN WIND LLC	08-08-200-301	<u>1</u>	STORY WIND LLC
04-06-200-101	<u>2</u>	GARDEN WIND LLC	08-08-200-401	<u>2</u>	STORY WIND LLC
04-08-100-301	<u>1</u>	GARDEN WIND LLC	08-09-100-301	<u>1</u>	STORY WIND LLC
04-08-100-401	<u>1</u>	GARDEN WIND LLC	08-09-100-401	<u>2</u>	STORY WIND LLC
04-17-100-101	<u>1</u>	GARDEN WIND LLC	08-10-300-201	<u>1</u>	STORY WIND LLC
04-17-100-201	<u>1</u>	GARDEN WIND LLC	08-10-400-101	<u>2</u>	STORY WIND LLC
04-17-200-101	<u>1</u>	GARDEN WIND LLC	08-10-400-201	<u>1</u>	STORY WIND LLC
04-18-200-101	<u>1</u>	GARDEN WIND LLC	08-11-300-101	<u>1</u>	STORY WIND LLC
04-18-200-201	<u>1</u>	GARDEN WIND LLC	08-11-300-201	<u>1</u>	STORY WIND LLC
04-18-300-101	<u>1</u>	GARDEN WIND LLC	08-13-100-201	<u>1</u>	STORY WIND LLC
04-18-400-101	<u>1</u>	GARDEN WIND LLC	08-13-200-101	<u>2</u>	STORY WIND LLC
04-27-300-101	<u>1</u>	STORY WIND LLC	08-14-200-101	<u>1</u>	STORY WIND LLC
04-27-300-201	<u>2</u>	STORY WIND LLC	08-14-200-201	<u>1</u>	STORY WIND LLC
04-28-300-201	<u>1</u>	STORY WIND LLC	08-15-300-101	<u>1</u>	STORY WIND LLC
04-28-400-101	<u>2</u>	STORY WIND LLC	08-15-300-201	<u>1</u>	STORY WIND LLC
04-28-400-201	<u>1</u>	STORY WIND LLC	08-15-400-101	<u>2</u>	STORY WIND LLC
04-29-100-301	<u>1</u>	STORY WIND LLC	08-15-400-201	<u>1</u>	STORY WIND LLC
04-29-100-401	<u>2</u>	STORY WIND LLC	08-16-100-401	<u>2</u>	STORY WIND LLC
04-29-200-301	<u>1</u>	STORY WIND LLC	08-16-200-301	<u>1</u>	STORY WIND LLC
04-30-100-301	<u>1</u>	STORY WIND LLC	08-16-200-401	<u>1</u>	STORY WIND LLC
04-30-100-401	<u>1</u>	STORY WIND LLC	08-22-300-101	<u>1</u>	STORY WIND LLC
04-30-200-301	<u>1</u>	STORY WIND LLC	08-22-300-201	<u>2</u>	STORY WIND LLC

04-30-200-401	<u>2</u>	STORY WIND LLC	08-22-400-101	<u>2</u>	STORY WIND LLC
04-31-100-301	<u>1</u>	STORY WIND LLC	08-22-400-201	<u>1</u>	STORY WIND LLC
04-31-100-401	<u>1</u>	STORY WIND LLC	08-23-100-301	<u>2</u>	STORY WIND LLC
04-31-200-301	<u>2</u>	STORY WIND LLC	08-25-300-151	<u>3</u>	STORY WIND LLC
04-31-200-426	<u>1</u>	STORY WIND LLC	08-25-400-201	<u>2</u>	STORY WIND LLC
04-32-100-301	<u>1</u>	STORY WIND LLC	08-26-300-101	<u>1</u>	STORY WIND LLC
04-32-100-401	<u>2</u>	STORY WIND LLC	08-26-300-201	<u>1</u>	STORY WIND LLC
04-32-200-301	<u>1</u>	STORY WIND LLC	08-26-400-106	<u>1</u>	STORY WIND LLC
04-32-200-401	<u>1</u>	STORY WIND LLC	08-26-400-126	<u>1</u>	STORY WIND LLC
04-33-300-106	<u>1</u>	STORY WIND LLC	08-26-400-226	<u>1</u>	STORY WIND LLC
04-33-300-206	<u>2</u>	STORY WIND LLC	08-35-200-301	<u>2</u>	STORY WIND LLC
04-34-400-101	<u>1</u>	STORY WIND LLC	08-36-200-301	<u>2</u>	STORY WIND LLC
04-34-400-201	<u>1</u>	STORY WIND LLC	08-36-200-401	<u>1</u>	STORY WIND LLC
Added Properties - October 2013					
County Tax Parcel	<u># of Turbines</u>	Description	County Tax Parcel	<u># of Turbines</u>	Descriptions
01-01-100-101	<u>1</u>	Hamilton Wind Energy, LLC	04-05-100-101	<u>1</u>	Ag Land Energy 4, LLC
01-01-100-201	<u>1</u>	Story Wind Energy, LLC	03-29-200-301	<u>1</u>	Ag Land Energy 3, LLC
15-24-200-101	<u>1</u>	Ag Land Energy 2, LLC	03-29-200-401	<u>1</u>	Ag Land Energy 1, LLC
Added Properties - October 2016					
County Tax Parcel	<u># of Turbines</u>	Description	County Tax Parcel	<u># of Turbines</u>	Descriptions
10-10-100-400 <u>1</u>	<u>2</u>	OPTIMUM WIND 3/ <u>4</u>	10-10-100-400		OPTIMUM WIND 4
10-10-300-100 <u>1</u>	<u>1</u>	OPTIMUM WIND 5	10-16-200-200<u>1</u>	<u>1</u>	OPTIMUM WIND 6
11-05-400-100 <u>1</u>	<u>1</u>	OPTIMUM WIND 7	13-27-300-200<u>1</u>	<u>1</u>	MICHELANGELO 1
13-27-400-200 AND 13-27-400-400 <u>1</u>	<u>1</u>	MICHELANGELO 3			

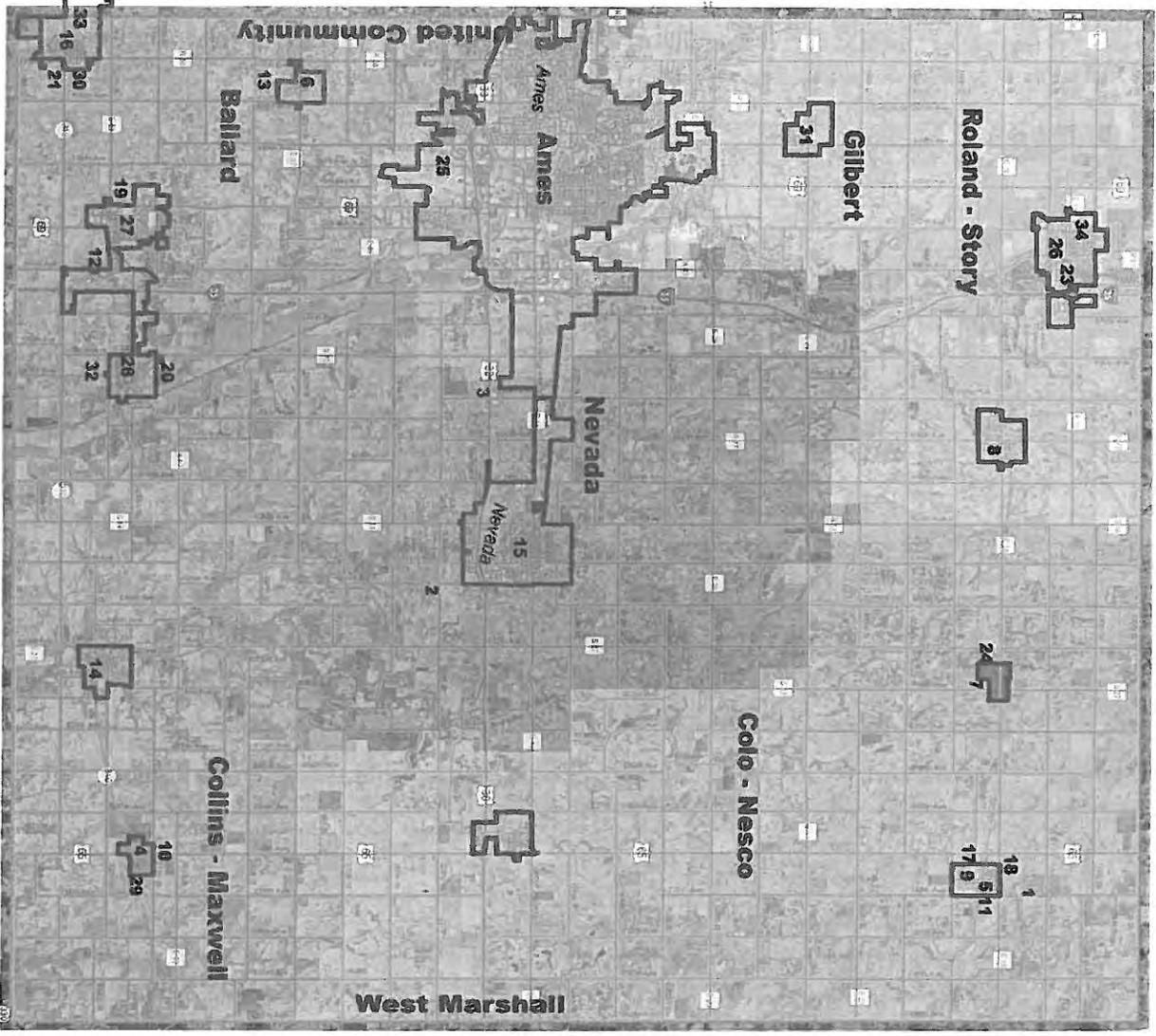
EXHIBIT B

**Map showing taxable property and location of projects to be undertaken in Story County
Urban Renewal Area**

Story County Urban Renewal Plan



Please see the reverse for a table of approved and pending projects that are components of the Story County Urban Renewal Plan.



Legend

- Ames School District
- Ballard School District
- Collins - Maxwell School District
- Colo - Nesco School District
- Gilbert School District
- Nevada School District
- North Polk School District
- Roland - Story School District
- United Community School District
- West Marshall School District
- County Boundary
- Roads
- City Limits



Map amended on July 25, 2017, by the County Outreach and Special Projects Manager.

Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260th Street
- 3 Paving ¼ mile along 590th Avenue north of its intersection with Highway 30
- 4 City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 5 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 6 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- 7 City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- 8 City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- 9
- 10 City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- 11 Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- 12 City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- 13 City of Kelley – Construction of new six-inch water main on Hubbel Street.
- 14 City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- 15 City of Nevada – Construction of Clock Tower Center.
- 16 City of Slater – Main Street improvements from Story to Tama Streets.
- 17 City of Zearing – Building renovations at 107 West Main Street.
Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 18
- 19 City of Huxley – Centennial Park playground expansion.
- 20 City of Cambridge - Construction of new multi-functional municipal building.
- 21 City of Slater – Acquisition and renovation of 404/406 Main Street.
- 22 City of Slater – Main Street improvements to corner of Main Street and Marshall.
- 23 City of Story City – South Park project.

- 24 Praeri Rail Trail Extension Planning and Construction.
- 25 Iowa State University Research Park Tedesco Environmental Learning Corridor Phase 1, Phase 2 and Phase 3
- 26 City of Collins – Demolition and revitalization of buildings along Main Street.
- 27 City of Story City – Proposed improvements to North Park Project.
- 28 City of Cambridge – Construction of Cambridge Community Center.
- 29 City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- 30 City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.
- 31 City of Gilbert – Main Street paving and utility reconstruction from Mathews Drive to 545' north of 2nd Street
- 32 City of Cambridge - Utility Re-Location
- 33 City of Slater - Main Street Revitalization—north and south side of Main Street from Story Street to Marshall Street
- 34 City of Story City - Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.



**Community Services Quarterly Report for the
 Story County Board of Supervisors
 July 17, 2018
 (Period covering April 2018 – June 2018)**

General Assistance

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
24	23	47	73 - single
			81 - family
			154 - total

Denials:

# Issued during the reporting period	Year-to-date Totals
270	957

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
17	40

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$14,913.84	\$1,317.35	\$8,449.50

Emergency Services – Crestview Mobile Home Park Relocation Assistance:

Single Household Cases	Family Household Cases	Amount Paid	Year-to-date Totals
5	0	\$2,191.75	29 - single
			25 - family
			54 - total
			\$25,398.35

SSI Interim Reimbursement program: 0 during the reporting period and 0 YTD. We received revenue of \$1,350.00 in SSI Interim Reimbursement for an individual approved for SSI.

Substance Abuse Services

# during the reporting period	Year-to-date Totals
5	17

MH/DS

Central Iowa Community Services Region:

Revisions to the CICS Management Plan Policies and Procedures were completed and approved by DHS. Primary changes to the management plan were for the addition of Greene County to CICS region.

FY19 contracting wrapped up at the end of June with a total of 56 contracts developed.

After a Request for Proposal process Center Associates was awarded the contract for implementation of a Transitional Living Center (TLC) in Marshall County.

Mobile Crisis Response Team (MCRT) provided by Eyerly Ball Community Mental Health Services began services in Boone, Marshall and Story County on 5/29/18. Services began in Franklin, Hamilton, Hardin County on 6/18/18. This service is now fully available throughout the CICS region. At the time of writing this report, region wide the Mobile Crisis Response Team has taken 114 total calls. Of these calls, 22 were for children and 92 were for adults; 13 individuals were taken to a hospital.

Progress Industries provided notice of their decision to close their Ames supported employment office effective 6/30/18. Optima Life Services and Genesis Development agreed to expand their existing supported employment services in Story County to serve the individuals affected by this closure. As of June 29th, 2018, 67 individuals had been referred on to other agencies for service, 12 individuals discharged from service, 2 individuals were in the process of being referred, and 2 individuals had case managers that Progress Industries was trying to work with for referrals.

CICS entered into an Independent Contract Agreement with Karen Walters Crammond for June 1, 2018 – August 31, 2018 to consult on MHDS planning and implementation with a couple key areas of focus including how to implement value based contracting and what does braided funding look like.

Community Services

Board of Supervisors closed the Crestview Mobile Home Park Relocation Assistance effective 6/15/18. Our office reached out to applicants via phone, mail and email to notify them of the assistance end date. Relocation assistance provided this quarter includes: rent, utility, hotel and storage unit rental.

We continue to be involved with the Opioid Task Force and are participating in the Substance Use Task Force developed in Nevada. We continue to be involved with Two Rivers Regional Committee regarding coordinated entry for shelter care. Staff are also meeting with local agencies exploring a coordinated intake process for homeless prevention services.

This quarter 110 interviews were completed with Veterans or surviving spouses by Erin Rewerts, CVSO.

Staff members that were able participated in C3 De-escalation Training.

HEALTH IMPACT ASSESSMENTS

PRELIMINARY RESEARCH PRESENTED TO THE STORY COUNTY BOARD OF SUPERVISORS – JULY 2018



HIA AIMS TO MAKE THE HEALTH IMPACTS OF PUBLIC DECISIONS EXPLICIT.



Source: Human Impact Partners. A Health Impact Assessment Toolkit: A Handbook to Conducting HIA, 3rd Edition. Oakland, CA: Human Impact Partners. February 2011.

G2G PLAN – HOUSING GOAL 3

STRATEGY: IN ORDER TO UNDERSTAND AND ADDRESS PUBLIC HEALTH IMPLICATIONS OF HOUSING STRATEGIES AND PROJECTS, CONSIDER CONDUCTING HEALTH IMPACT ASSESSMENTS WHEN APPROVING NEW OR UNDERTAKING POLICY MAKING WITH REGARD TO PUBLIC INFRASTRUCTURE AND DEVELOPMENT.

Housing Goal 3

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

Objective H3.1: Proactively and meaningfully engage residents in planning decisions that impact their housing and neighborhoods.

Strategies

- Encourage residents and other stakeholders to participate in development plans and proposals through appropriate public outreach efforts.
- Support creativity in the construction of new housing by proactively developing zoning and healthy design guidelines. Solicit broad public input during drafting.
- In order to understand and address public health implications of housing strategies and projects, consider conducting health impact assessments when approving new or undertaking policy making with regard to public infrastructure and development.



G2G PLAN – IMPLEMENTATION MATRIX

DETERMINE VIABILITY OF USING HEALTH

IMPACT ASSESSMENTS

IMPLEMENTATION MATRIX

- Introduction 1
- Living Guide 2
- Foundation 3**
- Resources and Recreation 4
- Land Use 5
- Economic Prosperity 6
- Transportation 7

C2C Plan Goal/Policy Reference Action Step	Lead	Timeframe	Budget
<i>H-1 Plan for safe, attractive and affordable housing to meet existing needs and forecasted housing demands of all residents of the county.</i>			
Local housing trust formation	BOS	Immediate	NA
Continue participation in HUD Lead Hazard Control Program and encourage communities to consider joining when opportunity arises	EH	Annual	NA
Continue offering radon test kits	EH	Annual	NA
<i>H-3 Housing is planned for, designed, and built in a way that responds to residents' needs and reflects their voices and experiences.</i>			
Draft "healthy homes" design guidelines	P&D	Immediate	NA
Develop public outreach toolkit to be used with the development review process	P&D	Immediate	NA
Determine viability of using health impact assessments	BOS	Immediate	NA



ONE TOOL PLANNERS CAN USE TO INFORM COMMUNITY DECISIONS ABOUT THE HEALTH IMPLICATIONS OF DEVELOPMENT POLICIES OR PROPOSALS IS THE HEALTH IMPACT ASSESSMENT (HIA).

THE GOAL OF HIA IS TO APPLY AVAILABLE RESEARCH ABOUT HEALTH IMPACTS TO SPECIFIC LAND-USE QUESTIONS TO DEVELOP EVIDENCE-BASED RECOMMENDATIONS TO INFORM DECISION-MAKING.

HEALTH IMPACT ASSESSMENT

Source: The Effective Use of Health Impact Assessment (HIA) in Land-Use Decision Making – Salkin and Ko (October 2011)

WHAT IS HEALTH IMPACT ASSESSMENT?

- **HIA BRINGS TOGETHER SCIENTIFIC DATA, HEALTH EXPERTISE, AND STAKEHOLDER INPUT TO IDENTIFY THE POTENTIAL AND OFTEN OVERLOOKED POSITIVE AND NEGATIVE EFFECTS ON PUBLIC HEALTH OF PROPOSED LAWS, REGULATIONS, PROJECTS, POLICIES, AND PROGRAMS.**
- **PROVIDE PRAGMATIC, EVIDENCE-BASED RECOMMENDATIONS ABOUT HOW TO REDUCE RISKS, PROMOTE BENEFITS, AND MONITOR THE HEALTH EFFECTS OF THE IMPLEMENTED DECISION.6 THESE ASSESSMENTS HAVE BEEN USED TO INFORM DECISION-MAKING IN A RANGE OF SECTORS, INCLUDING PLANNING, AGRICULTURE, CRIMINAL JUSTICE, ECONOMIC POLICY, TRANSPORTATION, AND HOUSING.**

Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

GOALS OF HIA IN PUBLIC DECISION- MAKING

- **IDENTIFYING HARMS AND BENEFITS BEFORE DECISIONS ARE MADE.**
- **IDENTIFYING EVIDENCE-BASED STRATEGIES AND RECOMMENDATIONS TO PROMOTE HEALTH AND PREVENT DISEASE.**
- **INCREASING TRANSPARENCY IN THE POLICY DECISION-MAKING PROCESS.**
- **SUPPORTING INCLUSIVE AND DEMOCRATIC DECISION-MAKING.**
- **SUPPORTING COMMUNITY ENGAGEMENT IN THE DECISION-MAKING PROCESSES.**
- **ADVANCING EQUITY AND JUSTICE.**
- **SHIFTING DECISION-MAKING FROM AN ECONOMIC TO A QUALITY OF LIFE FRAMEWORK.**
- **INFORMING A DISCUSSION OF THE TRADE-OFFS INVOLVED WITH A PROJECT OR POLICY.**
- **FACILITATING DECISIONS AND THEIR IMPLEMENTATION.**

Source: Human Impact Partners. A Health Impact Assessment Toolkit: A Handbook to Conducting HIA, 3rd Edition. Oakland, CA: Human Impact Partners, February 2011.

FOUR BASIC TYPES

(NATIONAL RESEARCH COUNCIL 2011)

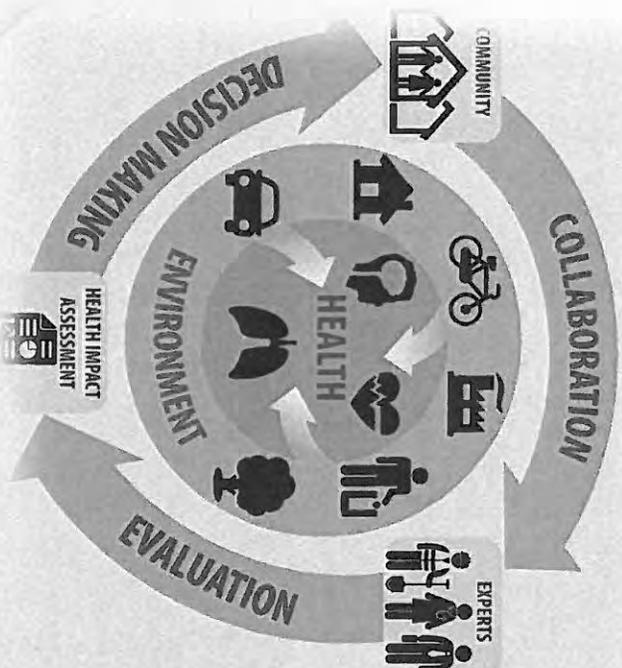
- **RAPID: AN HIA THAT CAN BE COMPLETED IN A SHORT TIME FRAME (WEEKS OR MONTHS), OFTEN FOCUSED ON LESS COMPLEX DECISIONS. THESE HIAS GENERALLY INVOLVE LITERATURE REVIEWS AND SECONDARY DATA ANALYSIS, BUT CAN STILL RETAIN AN EMPHASIS ON STAKEHOLDER ENGAGEMENT.**
- **DESKTOP: A RAPID HIA THAT ENTAILS LITTLE OR NO STAKEHOLDER ENGAGEMENT.**
- **INTERMEDIATE: AN HIA THAT INVOLVES MORE TIME AND RESOURCES (SOMETIMES SEVERAL MONTHS) AND A MORE COMPLEX SCOPE THAN RAPID HIAS, USING MORE DETAILED ANALYSIS AND MORE STAKEHOLDER ENGAGEMENT THAN A RAPID HIA. THESE HIAS TYPICALLY DO NOT INVOLVE COLLECTING NEW DATA.**
- **COMPREHENSIVE: AN HIA THAT REQUIRES THE COLLECTION OF NEW, PRIMARY DATA AND INVOLVES A COMPLEX SCOPE AND EXTENSIVE STAKEHOLDER ENGAGEMENT. THESE HIAS CAN TAKE LONGER THAN A YEAR TO COMPLETE.**

Source: The State of Health Impact Assessment in Planning | American Planning Association (July 2016)

THE WHAT

HIAS TAKE INTO ACCOUNT ENVIRONMENTAL, SOCIAL, AND ECONOMIC FACTORS RELATED TO HEALTH AND EVALUATE THE POTENTIAL IMPACTS OF A PROPOSED PROJECT, PLAN, PROGRAM, OR POLICY ON THE HEALTH OF THE COMMUNITY.

The Environment, such as the places we live, work, and play, influences our Health.



Health Impact Assessments:

- > Combine environmental health data and input from the community and experts;
- > Can be done by health departments, community organizations, researchers, city planners, and others;
- > Inform policy makers and decisions in fields like city planning, housing, energy, and agriculture.

Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

THE WHEN

HIAS ARE A METHOD OF PROACTIVELY INFORMING A DECISION UNDER CONSIDERATION AND CAN BE USED TO INFLUENCE ANY STAGE OF THE PLANNING PROCESS, INCLUDING VISIONING, GOAL-SETTING, AND THE CREATION AND IMPLEMENTATION OF PLANS, POLICIES, AND PROJECTS, AS LONG AS THE ASSESSMENT IS COMPLETED IN ADVANCE OF THE DECISION IT SEEKS TO INFORM.

LOCAL GOVERNMENT STRATEGIES for Aligning Traditional Services with Public Health Goals

-  Collaboration → Practitioners share information about the neighborhood's oldest members with health clinicians so that these persons can be directed into a managed-care setting.
-  Watershed Management Plan → Measuring the amount of impervious surfaces within a watershed, and estimating the total resulting stormwater runoff from those surfaces.
-  Water Usage Changes → Fees to replace pipes (infrastructure) may need to be part of a larger charge, independent of the amount of water used.
-  Stormwater Projects → From retention ponds at the end of a development to creating landscaped projects that try to reflect the natural environment.
-  Maintain and Expand Sanitation Services → Increase contracting out of trash services, increase use of financial arrangements, and increase rate of institutional investors.
-  Incentivizing Public-Private Partnerships → Build facilities and commercialize waste products, develop new technologies, build out sanitation provider markets.

Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

THE WHERE

PLANNING HIAs CAN ASSESS HEALTH IMPACTS OF PROJECTS, PLANS, AND POLICIES AT THE BUILDING, STREET, NEIGHBORHOOD, LOCAL, OR REGIONAL SCALE

Health Impact Assessment: Informing Policy Around the Country

Growth of Health Impact Assessment

As of 2009, 62 HIAs were completed or in progress. By January 2016, that figure was 386



HIAs have been conducted in 41 states, the District of Columbia, and Puerto Rico and at the federal level.

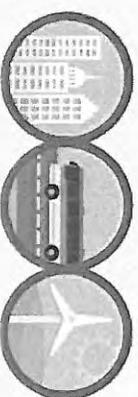


Over nearly seven years, the Health Impact Project—a collaboration of the Robert Wood Johnson Foundation and The Pew Charitable Trusts—has attracted and invested more than \$22 million in growing the field of practice.

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Variety of Sectors

About 70% focused on built environment, transportation, and natural resource decisions.



Roughly 30% focused on the housing, agriculture, climate change, criminal justice, economic policy, and other sectors.

Level of Decision Assessed



Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

THE WHY

HAS CAN HELP PLANNING EFFORTS PROTECT AND PROMOTE THE HEALTH AND WELL-BEING OF THE COMMUNITY AND HELP ENSURE THAT HEALTH BENEFITS AND RISKS FROM DECISIONS ARE EQUITABLY DISTRIBUTED.

SIDEWALKS AND CROSSWALKS
In five states (Pa., Miss., Texas, Wash., Wis.), walking and biking to school increased by **37%** after sidewalks and crosswalks were improved.

WALKING SCHOOL BUS
In Houston, the number of children walking or biking to school increased by **125%** after schools began participating in a Walking School Bus program.

BIKE LANES
After the installation of a new bike lane in New Orleans, the number of cyclists increased by **225%**.

RECREATIONAL FACILITIES
People who used outdoor fitness equipment in Los Angeles parks exercised **46%** more frequently than those who did not.

CHANGING Communities GETS PEOPLE MOVING
Communities across the country are making improvements to encourage walking, biking and other forms of physical activity.

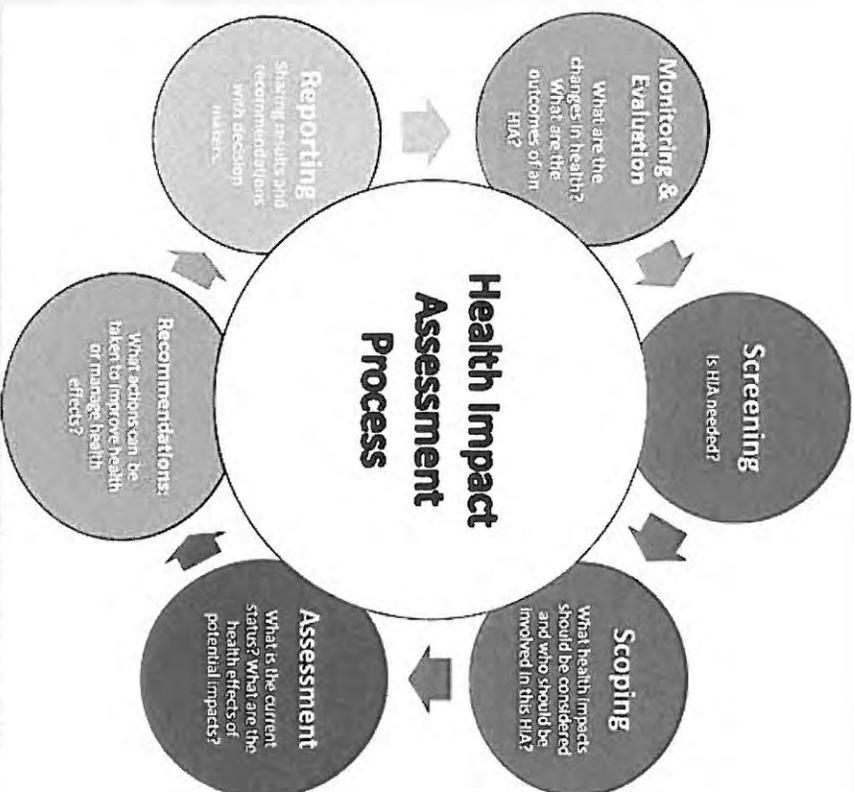
Active Living Research
www.activelivingresearch.org

Source: Sidewalks and Crosswalks: Community O, et al. (2011). Research Evaluation of Safe Routes to School Program. American Journal of Public Health, 101(10), 1820-1827. doi:10.2195/ajph.2010.1011820. Walking and Biking to School: Five States. American Journal of Public Health, 101(10), 1828-1831. doi:10.2195/ajph.2010.101828. Walking School Bus Program: Houston, Texas. American Journal of Public Health, 101(10), 1832-1835. doi:10.2195/ajph.2010.101832. Active Living Research: www.activelivingresearch.org

Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

THE HOW

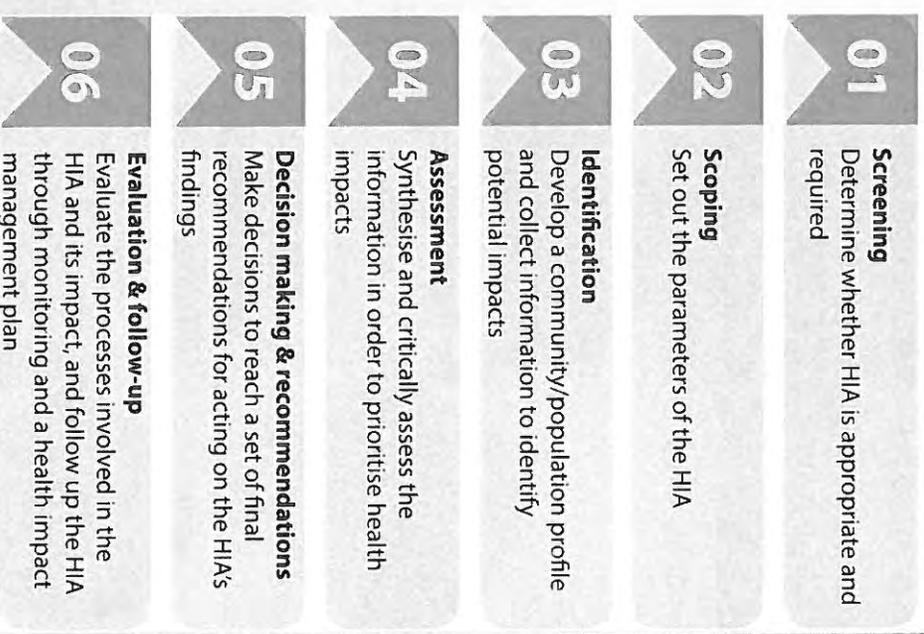
HIAS EMPLOY A VARIETY OF DATA SOURCES, SUCH AS DEMOGRAPHIC AND HEALTH INFORMATION AND INPUT FROM STAKEHOLDERS, TO IDENTIFY THE POTENTIAL HEALTH EFFECTS OF PLANNING DECISIONS, WITH SPECIAL ATTENTION PAID TO CERTAIN TARGET POPULATIONS, SUCH AS SENIORS, CHILDREN, AND LOW-INCOME COMMUNITIES. HIAS CAN BE FAIRLY QUICK, USING A "RAPID" OR "DESKTOP" MODEL OVER A FEW WEEKS OR MONTHS, OR THEY CAN USE A LONGER, MORE COMPREHENSIVE APPROACH, TAKING SEVERAL MONTHS TO MORE THAN A YEAR TO COMPLETE.



Source: Health Impact Assessment Can Inform Planning to Promote Public Health – A Brief from the Health Impact Project and the American Planning Association (August 2016)

HIA PROCESS

IN GENERAL, HIAs FOLLOW SIX STEPS—SCREENING, SCOPING, ASSESSMENT, RECOMMENDATIONS, REPORTING, AND MONITORING/EVALUATION.



Source: The State of Health Impact Assessment in Planning | American Planning Association (July 2016)

**AS THE U.S. FACES INCREASINGLY COMPLEX AND
INTERRELATED CHRONIC AND INFECTIOUS
HEALTH CONDITIONS, HIA IS A TOOL TO
INSTIGATE INTERDISCIPLINARY
CONVERSATIONS LEADING TO SOLUTIONS THAT
IMPROVE HEALTH.**

Source: The State of Health Impact Assessment in Planning | American Planning Association (July 2016)

RELATIONSHIP TO OTHER EFFORTS

- **COMMUNITY HEALTH NEEDS ASSESSMENTS**

- STORY COUNTY COMMUNITY HEALTH ASSESSMENT 2015 STORY COUNTY PUBLIC HEALTH AND STORY COUNTY QUALITY OF LIFE ALLIANCE

- **THE MISSION OF THE *STORY COUNTY QUALITY OF LIFE ALLIANCE (SCQA)* IS TO PROMOTE HEALTH AND QUALITY OF LIFE ACROSS STORY COUNTY THROUGH ASSESSMENT AND COLLABORATION.**

THE PURPOSE OF SCQA IS TO ENSURE THE REGULAR ASSESSMENT OF THE HEALTH NEEDS IN OUR COMMUNITY THROUGH DATA COLLECTION/AGGREGATION, AND PERPETUATE THIS KNOWLEDGE THROUGH ORGANIZED AND SYSTEMATIC SHARING WITH COMMUNITY INSTITUTIONS AT-LARGE.

- **REQUIRED OF THE LOCAL PUBLIC HEALTH DEPARTMENTS IN IOWA, THROUGH THE IOWA DEPARTMENT OF PUBLIC HEALTH (IDPH), THESE ASSESSMENTS ARE TO BE PERFORMED EVERY 5 YEARS, AND REPORTED BACK TO IDPH.**



NAGO'S HEALTHIEST CITIES AND COUNTIES CHALLENGE TOOLKIT

- **THIS TOOLKIT IS DESIGNED TO SUPPORT CITIES AND COUNTIES IN THE CONSIDERATION OF OPPORTUNITIES AND CHALLENGES IMPACTING THE COLLECTIVE HEALTH OUTCOMES OF THEIR COMMUNITIES.**
- **THE EVIDENCE-BASED PRACTICES AND EXAMPLES IN THIS TOOLKIT EQUIP CITIES AND COUNTIES TO IMPROVE THE HEALTH OF RESIDENTS THROUGH MODULES THAT OUTLINE PLANNING, IMPLEMENTATION AND EVALUATION CONSIDERATIONS OF COMMUNITY HEALTH INITIATIVES.**

- **[TOOLKIT ONLINE](#)**

NEXT STEPS

DETERMINE VIABILITY OF USING HEALTH IMPACT ASSESSMENTS

- **DISCUSSION ON LEVEL OF INTEREST**
 - **DO YOU MAKE DECISIONS/ADDRESS ISSUES THAT COULD BE BETTER INFORMED USING HIA?**
 - **ARE THERE GOALS THAT COULD BE SET AT THIS TIME FOR HIA?**
 - **HOW WOULD HIA BE USED?**
- **IDENTIFY WHO SHOULD BE INVOLVED**
 - **WHO ARE THE DECISION MAKERS?**
 - **WHO ARE THE STAKEHOLDERS?**



RESOURCES

- HEALTH IMPACT ASSESSMENT CAN INFORM PLANNING TO PROMOTE PUBLIC HEALTH -- A BRIEF FROM THE HEALTH IMPACT PROJECT AND THE AMERICAN PLANNING ASSOCIATION (AUGUST 2016)
- THE STATE OF HEALTH IMPACT ASSESSMENT IN PLANNING
- THE EFFECTIVE USE OF HEALTH IMPACT ASSESSMENT (HIA) IN LAND-USE DECISION MAKING -- SALKIN AND KO (OCTOBER 2011)
- HEALTH IMPACT ASSESSMENT (HIA) PRELIMINARY CHECKLIST BY DESIGN FOR HEALTH
- HUMAN IMPACT PARTNERS. A HEALTH IMPACT ASSESSMENT TOOLKIT: A HANDBOOK TO CONDUCTING HIA, 3RD EDITION. OAKLAND, CA: HUMAN IMPACT PARTNERS. FEBRUARY 2011.
- MINNESOTA HIA ACTION GUIDE -- ADVANCING CAPACITY AND UNDERSTANDING FOR HEALTH IMPACT ASSESSMENT IN MINNESOTA (DECEMBER 2016)

QUESTIONS

WHAT IS A “HEALTH IMPACT ASSESSMENT”?

Health Impact Assessment (HIA) is an evidence-based tool that incorporates public engagement before decisions are finalized for policies, plans, and projects, which helps create more equitable, healthier communities.

EVIDENCE-
BASED TOOL

USED BEFORE
DECISIONS ARE
FINALIZED

TO CREATE
MORE
EQUITABLE,
HEALTHIER,
COMMUNITIES

Source: Minnesota HIA Action Guide – Advancing Capacity and Understanding for Health Impact Assessment in Minnesota (December 2016)