

The Board of Supervisors met on 6/8/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyia.gov).
SPECIAL NOTE TO THE PUBLIC: this meeting is also being offered via Zoom.

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

STORYTIME CHILDCARE CENTER ANNUAL REPORT: Jayne Underhill, Director, reported on services provided, pandemic statistics, and funding.

MINUTES: 5/25/21 and 6/1/21 Minutes – Murken moved, Faisal seconded the approval of the minutes from both 5/25/21 and 6/1/21 as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 6/14/21, in a) Secondary Roads for Andrew Braland @ \$13.00/hr; Chase Siemens @ \$13.00/hr; 2) pay adjustments, effective 6/6/21, in a) Secondary Roads for Dennis Clatt @ \$31.42/hr; b) Treasurer's Office for Shelly Campbell @ \$18.82/hr. Faisal moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 6/10/21 Claims of \$848,775.57 (run date 6/4/21, 29 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$2,817.02), BooSt School Ready (\$22,333.64), BooSt Early Childhood (\$8,888.75), BooSt Local Funds (\$65.00), Emergency Management (\$1,453.66), E911 surcharge (\$801.57), County Assessor (\$15,636.08), Ames City Assessor (\$21,441.11), and Central Iowa Community Services (\$102,631.72). Murken moved, Faisal seconded the approval of Claims as listed. Roll call vote. (MCU)

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

1. Acknowledgment of Appointment by the Auditor of Matthew Mauk to the Compensation Board for four-year term, effective 7/1/21-6/30/25
2. Permission to use County Credit Card for SSL Email Certification, effective 10/23/21-10/22/22, for \$399.00
3. Contract between The Shredder and Story County Community Services and Veterans Affairs for document destruction services, effective 6/8/21, for a one-year initial term with automatic one-year renewals thereafter, minimum charge of \$35.00 per 96 gallon tote plus 20% for fuel, environmental and recovery with a four-week service frequency
4. FY22 County Substance Abuse Prevention Grant from Iowa Department of Public Health (IDPH) for \$10,000.00, subcontracted with Youth and Shelter Services (YSS)
5. FY22 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC) Home Health Services, effective 7/1/21-6/30/22: Community Clinics (not to exceed 112,025.00) \$99.00/clinic hour; In Home-Skilled Nursing (not to exceed \$81,900.00) \$285.00/visit; Homemaker/Home Health Aide (not to exceed \$129,213.00) \$36.60/hour; In-Home Hospice (not to exceed \$50,012.00) \$270.00/day (24 hours)
6. FY22 Provider and Program Participation Agreement with Mid-Iowa Community Action (MICA), effective 7/1/21-6/30/22: Food Pantry (not to exceed \$10,253.00) \$20.05/client contact
7. FY22 Provider and Program Participation Agreement with Youth and Shelter Services (YSS), effective 7/1/21-6/30/22: Child Safety (not to exceed \$2,479.00) \$69.49/staff hour; Kids Club (not to exceed \$66,615.00) \$14.01/partial day (three hours); Mentoring (not to exceed \$36,679.00) \$67.99/client contact/day; The Nest Program (not to exceed \$376.00) \$149.46/client contact; Transitional Living (not to exceed \$9,538.00) \$38.00/client contact; Youth Dev/Soc. Adj. (not to exceed \$30,676.00) \$57.57/client contact/day; Employment Assistance (not to exceed \$6,222.00) \$30.08/staff hour; Family Dev. Edu. FaDSS (not to exceed \$2,815.00) \$38.01/client hour; Pub. Educ./Awareness Combined (not to exceed \$101,739.00) \$74.33/staff hour; Summer Enrichment (not to exceed \$18,363.00) \$7.99/partial day (three hours); Emergency Shelter-Rosedale (not to exceed \$89,250.00) \$297.88/24-hour period of food and shelter; Substance Abuse Co-Occurring (outpatient) (not to exceed \$45,000.00) \$195.77/client hour; Kids Club-Local Option (not to exceed \$4,235.00) \$14.01/partial day (three hours); Child Safety-Local Option (not to exceed \$2,310.00) \$69.49/staff hour; Summer Enrichment-Local Option (not to exceed \$840.00) \$7.99/partial day (three hours); The Nest Program-Local Option (not to exceed \$105.00) \$149.46/client contact; Service Coordination (not to exceed \$47,276.00) \$37.44/client hour
8. Professional Consultant Services Agreement between Story County and Jessica Martin, effective 5/12/21-5/12/22, for grant services for the Attorney's Office
9. Iowa Communities Assurance Pool (ICAP) Renewal Application, effective 7/1/21-6/30/22, for \$311,448.00
10. 28E Agreements, effective upon signature-6/30/22, between Animal Control and the following cities: Roland, Gilbert
11. Road Closure Resolutions: #21-38, #21-39, #21-40, #21-41, #21-42
12. Utility Permit: #21-5683

Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 294 – MINIMUM REQUIREMENTS FOR TANNING

FACILITIES: Heddens provided an overview. She opened the public hearing at 10:08 a.m., and, hearing none, she closed the public hearing at 10:08 a.m. Heddens reported on receiving two emails from medical doctors urging the County to ban tanning for those under the age of 18. Discussion took place. Murken moved, Faisal seconded the approval of Second Consideration of Ordinance No. 294, Minimum Requirements for Tanning Facilities and Waiving Third Consideration. Murken aye, Faisal aye, Heddens nay. Motion carries. Roll call vote. (MCU)

EXTENDING ONE OVERSTAFF FULL TIME EMPLOYEE POSITION TO 12/31/21: Connie Toresdahl, Budget Supervisor, Sheriff's Office, reported on the additional detention officer. Faisal moved, Murken seconded the approval of Extending One Overstaff Full Time Employee Position to 12/31/21. Roll call vote. (MCU)

ACTION ON CONSTRUCTION AND DEMOLITION LANDFILL WORK PROGRAM ITEM: Amelia Schoeneman, Planning and Development Director, reported on background information and the County acquiring property. For the 8/10/20 derecho aftermath, the County rented property. Schoeneman stated the Planning and Zoning Commission approves of acquiring a landfill property. Discussion took place. Schoeneman reported on next steps. Murken moved, Faisal seconded approval of Planning & Development inquiry letters to acquire property for a Construction and Demolition Landfill Work Program. Roll call vote. (MCU)

BRANT LEMER SITE DEVELOPMENT PLAN: Andrea Wagner, Planning and Development Planner, reported on the site plan for mini-storage facility. Wagner reported due to a lack of a recorded access easement and the advice of the Story County Attorney, staff recommends denial of the request. Wagner reviewed alternatives with the Board. Scott Renaud, representing the applicant, spoke in favor of the plan. Discussion took place. Brant Lemer, applicant, spoke in his own favor. Additional discussion took place. Murken moved, Faisal seconded to deny as submitted the Brant Lemer Site Development Plan. Roll call vote. (MCU)

REVISIONS TO THE ANALYSIS OF SOCIAL SERVICES AND EVALUATION TEAM (ASSET) POLICIES AND PROCEDURES: Sandra King, External Operations and County Services Director, reported on the proposed revisions, and reviewed the key changes. Faisal moved, Murken seconded the approval of Revisions to the ASSET Policies and Procedures. Roll call vote. (MCU)

INFORMATION TECHNOLOGY QUARTERLY REPORT: Director Barb Steinback highlighted items from the submitted written report.

UPDATE ON COUNTYWIDE WATERSHED ASSESSMENT AND IMPLEMENTATION MATRIX: Michael Cox, Conservation Director, reported on the working group. Leanne Harter, County Outreach and Special Projects Manager, provided an overview, and reported on the implementation matrix and goal statement. Amelia Schoeneman, Planning and Development Director and Cox reported on steps within the implementation matrix, and next steps. Harter reported on review of the Cornerstone to Capstone (C2C) Plan.

DIRECTION ON MISSION STATEMENT BRANDING AND IMPLEMENTATION: Leanne Harter, County Outreach and Special Projects Manager, reported on background information, and incorporating the mission statement in a variety of design elements. Lengthy discussion took place. The Board and staff concurred on reconvening a working group.

DISCUSSION OF TAX INCREMENT FINANCING (TIF) PRIORITIZATION FUNDING: moved to a later date.

UPDATE ON 2021 COMMUNICATIONS PLAN: Bryce Garman, Board of Supervisors Intern, reported on social media performance and outreach options. Leanne Harter, County Outreach and Special Projects Manager, reported on projects.

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

Faisal moved, Murken seconded to adjourn at 1:06 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
6/8/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom.
Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:
Visit <HTTPS://WWW.ZOOM.US/>

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and
Password 446094

To join the meeting by telephone:
Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit <WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS>
for more information on how to participate in meetings of the Story County Board
of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:
- I. Storytime Childcare Center Annual Report - Jayne Underhill

Department Submitting Auditor

Documents:

STORYTIME CHILDCARE.PDF

7. CONSIDERATION OF MINUTES:
- I. 5/25/21 & 6/1/21 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 6/14/21, in a) Secondary Roads for Andrew Braland @ \$13.00/hr;
Chase Siemens @ \$13.00/hr; 2) pay adjustments, effective 6/6/21, in a) Secondary
Roads for Dennis Clatt @ \$31.42/hr; b) Treasurer's Office for Shelly Campbell @
\$18.82/hr

Department Submitting HR

Documents:

MARTIN.PDF

- IX. Consideration Of Iowa Communities Assurance Pool (ICAP) Renewal Application Effective 7/1/21-6/30/22 For \$311,448.00

Department Submitting Board of Supervisors

Documents:

FY22 ICAP RENEWAL.PDF

- X. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Roland, Gilbert Effective Upon Signature 6/30/22

Department Submitting Animal Control

Documents:

28E AGREEMENTS.PDF

- XI. Consideration Of Road Closure Resolution(S): #21-38, 21-39, 21-40, 21-41, 21-42

Department Submitting Engineer

Documents:

RC 21 38.PDF
RC 21 39.PDF
RC 21 40.PDF
RC 21 41.PDF
RC 21 42.PDF

- XII. Consideration Of Utility Permit(S): #21-5683 consent

Department Submitting Engineer

Documents:

UT 21 5683.PDF

11. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance #294 - Minimum Requirements For Tanning Facilities - Lisa Heddens

Department Submitting Environmental Health

Documents:

ORDINANCE 294.PDF

CHAPTER 58 PROPOSED ORDINANCE .PDF
IDPH TANNING UPDATE .PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Extending One Overstaff Full Time Employee Position To 12/31/2021 - Fitzgerald, Toresdahl

Department Submitting Sheriff

Documents:

ONE FTE.PDF

- II. Discussion And Consideration Of Action On Construction And Demolition Landfill Work Program Item - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
LETTER TO PROPERTY OWNERS.PDF

- III. Discussion And Consideration Of Brant Lemer Site Development Plan - Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SITE PLAN.PDF
SITE PLAN WITH PROPOSED ACCESS IN THE RIGHT OF WAY.PDF
TRAFFIC IMPACT ANALYSIS.PDF
HOOP STORAGE UNIT EXAMPLE.PDF
2003 REAL ESTATE CONTRACT.PDF
1959 REAL ESTATE CONTRACT.PDF

- IV. Discussion And Consideration Of Revisions To The ASSET Policies And Procedures – Sandra King

Department Submitting BOS

Documents:

MEMO.PDF
ASSET.PDF

13. DEPARTMENTAL REPORTS:

- I. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

QUARTERLY REPORT.PDF
TECHNICAL NEEDS.PDF
SYSAID AND PIWIK STATS.PDF

14. OTHER REPORTS:

- I. Update On Countywide Watershed Assessment And Implementation Matrix - Leanne Harter

Department Submitting Board of Supervisors

Documents:

WATERSHED IMPLEMENTATION MATRIX PRESENTATION SPRING
2021.PDF

- II. Discussion And Direction On Mission Statement Branding And Implementation - Leanne Harter

Department Submitting Board of Supervisors

Documents:

BOS JUNE 2021.PDF

- III. Discussion Of TIF Prioritization Funding - Leanne Harter And Lisa Markley

Department Submitting Board of Supervisors

- IV. Update On 2021 Communications Plan - Leanne Harter And Bryce Garman

Department Submitting Board of Supervisors

Documents:

BOS JUNE 2021 MEMO.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

6/8/21

NAME

ADDRESS

Sandra King
Cristiane Torresdahl
Andrea Wagner
Ameera Sundeeman

BOS
Sheriff's Office
P.I.D
P.I.D

STORYTIME CHILDCARE REPORT

Jayne Underhill – Director

Mandy Lindemoen -Assistant Director

Storytime is a licensed, non-profit daycare in Maxwell. Storytime provides Infant Care, Fulltime, Pre-School and Before/Afterschool care to families in Maxwell, Collins and surrounding areas.

Storytime is licensed for 42 children when the Pandemic started in 2020 we were down to 6 in March 2020. Storytime Closed from March to May 18, 2020 due to Parents working from home and Parents not wanting their children around others. By July 2020 we had 16 back and as of June 2021 we are almost at capacity of 42 with 38 children enrolled.

To help keep things going we received \$47,400 from the Payroll Protection Program, \$6000 from DHS Stipened, the Staff did not receive a raise last year and we had to cut back Employee hours.

This summer 2021 Storytime is doing great, we survived this past year, we've had many new families enroll into daycare, we have 38 kids enrolled out of 42, employee hours are back to normal and the families, kids and Staff are doing great!

Thank you so much for the financial support of Story County.

Jayne Underhill

Mandy Lindemoen

NOTICE OF APPOINTMENT

PERSON APPOINTED: Matthew Mauk

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Compensation Board

LENGTH OF TERM: 4 years

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? Auditor

DATE APPOINTED: 7/1/21

DATE TERM EXPIRES: 6/30/25

Acknowledgement
~~APPROVED~~ DENIED
Board Member Initials: MM
Meeting Date: 6-8-21
Follow-up action: _____

Item	Service Term	Price	Remove
SSL Certificate (Advanced) Product Details	2 Years	\$399.00	Remove

Total: \$399.00

SECURE CHECKOUT

Redeem Offer Code

We accept the following payment types:



OR

PayPal Check out
The safer, easier way to pay

Disclaimer

APPROVED **DENIED**

Board Member Initials: AKA

Meeting Date: 10-8-21

Follow-up action: Permission to use county credit card for SSL email certification effective 10/23/21-10/22/22



Grant/Project Details

Grant/Project: 5881SS85E - 2022 County Substance Abuse Prevn - 2022

Status: Underway
Program Area: Substance Abuse Prevention & Treatment
Grantee Organization: Story County Board of Supervisors
Program Officer: Janet Nelson
Awarded Amount: \$10,000.00

Cover Sheet-General Information

Authorized Official

Name* Lisa Heddens
Title* Chair, Board of Supervisors
Organization* Story County Board of Supervisors
If you are an individual, please provide your First and Last Name.
Address* 900 6th St

City/State/Zip* Nevada Iowa 50201
City State Zip

Telephone Number* 515-382-7201

E-Mail* lheddens@storycountyiowa.gov

Fiscal Officer/Agent

Name* Lisa Markley
Title Assistant Auditor
Organization Story County Auditor
Address 900 6th St

City/State/Zip Nevada Iowa 50201
City State Zip

Telephone Number 515-382-7212

E-Mail lmarkley@storycountyiowa.gov

**County(ies) Participating,
Involved, or Affected by
this Proposal*** Story County

**Congressional District(s)
Involved or Affected by** 4th - Rep Randy Feenstra
Congressional Map

APPROVED DENIED

Board Member Initials: AKH

Meeting Date: 6-8-21

Follow-up action: _____

this Proposal*

**Iowa Senate District(s)
Involved or Affected by
this Proposal***

23, 24, 25
District Map

**Iowa House District(s)
Involved or Affected by
this Proposal***

45, 46, 48, 49
District Map

RECEIVED
JUL 01 2021
STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **MGMC Home Health Services** (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. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider 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**

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

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 eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. 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, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 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 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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, worker's compensation and all other employee benefits covering Providers 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, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

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 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. 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 mental health 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.

Section 7.2 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 7.3 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) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 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 7.5 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 7.6 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 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, and 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 Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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 Home Health Services
1114 Duff Ave
Ames, IA 50010

Attention: Les White

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

COUNTY:

By: 

Print Name: Lisa K Higgins

Print Title: Story County Board of Supervisors

Date: 6-8-21

PROVIDER:

By: 

Print Name: Cory Gelfre

Print Title: Vice President

Date: 5-14-21

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022

Service Description	Unit of Service	Rate
Community Clinics Not to Exceed \$112,025	1 Clinic Hour	\$99.00
In Home-Skilled Nursing Not to Exceed \$81,900	1 Visit	\$285.00
Homemaker/Home Health Aide Not to Exceed \$129,213	1 Hour	\$36.60
In-Home Hospice Not to Exceed \$50,012	1 Day (24 Hour)	\$270.00

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Mid Iowa Community Action** (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. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider 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

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

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 eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. 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, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 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 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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, worker's compensation and all other employee benefits covering Providers 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, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

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 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. 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 mental health 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.

Section 7.2 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 7.3 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) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 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 7.5 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 7.6 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 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, and 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 Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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:

Mid-Iowa Community Action
1001 S 18th Avenue
Marshalltown, IA 50158

Attention: Josie Stahlin

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

COUNTY:

By: 

Print Name: Lisa K Hedder

Print Title: Story County Board of Supervisors

Date: 6-8-21

PROVIDER:

By: 

Print Name: Clarissa Thompson

Print Title: Executive Director

Date: 5-24-21

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Food Pantry Not to Exceed \$10,253	1 Client Contact	\$20.05

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Youth and Shelter Services** (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. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider 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**

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

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 eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. 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, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 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 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

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.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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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, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

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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, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

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.

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Section 7.3 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) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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Section 7.6 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 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.

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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 Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

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:

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 
Youth + Shelter Services - YSS

Print Name: Lisa K. Kalden

Print Name: Andrew Allen

Print Title: Story County Board of Supervisors

Print Title: President + CEO

Date: 6-8-21

Date: 5/25/21

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Child Safety	1 Staff Hour	\$69.49
Not to Exceed \$2,479		
Kids Club	1 Partial Day (3 Hours)	\$14.01
Not to Exceed \$66,615		
Mentoring	1 Client Contact/Day	\$67.99
Not to Exceed \$36,679		
The Nest Program	1 Client Contact	\$149.46
Not to Exceed \$376		
Transitional Living	1 Client Contact	\$38.00
Not to Exceed \$9,538		
Youth Dev/Soc. Adj.	1 Client Contact/Day	\$57.57
Not to Exceed \$30,676		
Employment Assistance	1 Staff Hour	\$30.08
Not to Exceed \$6,222		
Family Dev. Edu FADSS	1 Client Hour	\$38.01
Not to Exceed \$2,815		
Pub Educ./Awareness	1 Staff Hour	\$74.33
Combined		
Not to Exceed 101,739		
Summer Enrichment	1 Partial Day (3 Hours)	\$7.99
Not to Exceed \$18,363		
Emergency Shelter – Rosedale	1 24 Hour Period of Food and Shelter	\$297.88
Not to Exceed \$89,250		
Substance Abuse Co-Occurring (Out Pt.)	1 Client Hour	\$195.77
Not to Exceed \$45,000		
Kids Club	1 Partial Day (3 Hours)	\$14.01
Local Option		
Not to Exceed \$4,235		
Child Safety	1 Staff Hour	\$69.49
Local Option		
Not to Exceed \$2,310		
Summer Enrichment	1 Partial Day (3 Hours)	\$7.99
Local Option		
Not to Exceed \$840		
The Nest Program	1 Client Contact	\$149.46
Local Option		
Not to Exceed \$105		
Service Coordination	1 Client Hour	\$37.44
Not to Exceed \$47,276		

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by _____ as an independent contractor. _____ assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Jessica Martin

MAILING ADDRESS 418 Pennsylvania Ave, Story City, IA 50248

BUSINESS PHONE NO. 515-520-0856

1. DESCRIPTION OF SERVICES: _____

2. DATE(S): 5/12/21 - 5/12/22

3. TIME(S):

4. LOCATION: Ames, IA

5. PROFESSIONAL FEES: \$35

6. SPECIAL CONDITIONS:

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Jessica Martin Date 6-1-21

Approved by [Signature] Date 6-8-21

W-9 completed Yes

Return to & Prepared by Anna Henderson, 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.

Check and 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, 2021, and terminating on June 30, 2022. 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] 6-8-21
Chairperson Date

City of Roland

By: [Signature] 5-20-21
Mayor Date

ATTEST

[Signature] 6-8-21
Auditor Date

[Signature] 5/20/21
Clerk Date

Story County Animal Control

By: [Signature] 6/3/21
Animal Control Director Date

Resolution 2021-05-03

Return to & Prepared by Anna Henderson, 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.

SS Check and 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 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, 2021, and terminating on June 30, 2022. 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] 6-8-21
Chairperson Date

City of Gilbert

By: [Signature] 17 May 21
Mayor Date

ATTEST

[Signature] 6-8-21
Auditor Date

[Signature] 5-17-2021
Clerk Date

Story County Animal Control

By: [Signature] 6/23/21
Animal Control Director Date





INVOICE

FOR

Story County

Anniversary Date: 07/01/2021

**5701 Greendale Road
Johnston, IA 50131
www.icapiowa.com**



Member Invoice

Member Name: Story County
Policy Number: R0432PC2021-2

Anniversary Date: 07/01/2021

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$40,865
Auto Liability	\$2,000,000	\$19,513
Law Enforcement Liability	\$2,000,000	\$62,583
Public Officials Liability	\$2,000,000	\$23,051
Excess Liability	\$13,000,000	\$42,685
Property	\$70,233,682	\$101,232
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0
Marketing and Administration Fees		\$21,519
TOTAL CONTRIBUTION		\$311,448

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2021**

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-800-383-0116.



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, Story County, do hereby affix my signature to this form and promise to submit the contribution of \$311,448.00 (less attached vouchers if applicable) by 7/8/21. In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than 7/19/21.

Printed Name Lisa K Heddens
Signature Lisa K Heddens
Date 6-8-21

Iowa Communities Assurance Pool
5701 Greendale Road
Johnston, IA 50131



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Lisa Heddens</u>	Alternate Contact:	<u>Latifah Faisal</u>
Title:	<u>Chair</u>	Title:	<u>Vice-Chair</u>
Address:	<u>900 - 6th St.</u>	Address:	<u>900 - 6th St.</u>
Address:	<u></u>	Address:	<u></u>
City, State, Zip:	<u>Nevada, IA 50201</u>	City, State, Zip:	<u>Nevada, IA 50201</u>
Email:	<u>lheddens@storycountyiowa.gov</u>	Email:	<u>lfaisal@storycountyiowa.gov</u>
Telephone:	<u>515-382-7201</u>	Telephone:	<u>515-382-7203</u>

In witness whereof, this proxy was executed on the 8th day of June, in the year 2021, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Story County

Member ICAP #: 0432

By: *[Signature]*

Title: BOS - Chair

By: *[Signature]*

(City Clerk/County Auditor/Board Secretary)



Quote Summary

Story County

Anniversary Date: 07/01/2021

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$40,865	\$2,000,000	\$10,000	07/01/2021	7/1/2021
Auto Liability	\$19,513	\$2,000,000	\$0	07/01/2021	7/1/2021
Law Enforcement Liability	\$62,583	\$2,000,000	\$10,000	07/01/2021	7/1/2021
Public Officials Liability	\$23,051	\$2,000,000	\$10,000	07/01/2021	7/1/2021
Excess Liability	\$42,685	\$13,000,000		07/01/2021	7/1/2021
Property	\$101,232	\$70,233,682	See Schedule	07/01/2021	7/1/2021
Equipment Breakdown	Included	Included			Included
Crime	\$0	\$10,000	\$500	07/01/2021	7/1/2021
TOTAL CONTRIBUTION	\$289,929				
Agency Fee	\$18,463				
CRMS	\$3,056				
FINAL CONTRIBUTION	\$311,448				

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-800-383-0116.

This quotation expires on the Proposed Effective Date.



Anniversary Information Acknowledgement

The undersigned representative of the Story County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Story County has elected to:

N/A

- Waive any and all coverage(s) and any applicable contribution charges. Story County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Story County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).

- Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the 8th day of June, in the year 2021, by the undersigned duly authorized officer of the Governmental Subdivision Story County indicated below:

By: [Signature]

Title: BOB- Chair

Member: Story County
Member Number: 0432
Anniversary Date: 07/01/2021



THE SHREDDER

1000 Thomas Beck Rd. • Des Moines, IA 50315
Toll Free: 855.99.SHRED • www.the-shredder.com

CLIENT SERVICE AGREEMENT

"IT'S OUR BUSINESS TO ENSURE NO ONE KNOWS YOUR BUSINESS"



A DIVISION OF GREEN RESOURCE MANAGEMENT

CLIENT INFORMATION

Location: (service location) _____ Multiple Service Locations (check here and attach location list)
 Company Name: Story County Community Services and Veterans Affairs Tel: (515) 956-2625 Fax: _____
 Contact Name: Erin Rewerts Position: _____ Email: ERewerts@storycountyiowa.gov
 Address: 126 S. Kellogg Ave., Suite 001 City: Ames State: IA Zip: 50010 County: Story

CLIENT BILLING INFORMATION

Location: (service location) _____
 Company Name: _____ Tel: _____ Fax: _____
 Contact Name: _____ Position: _____ Email: _____
 Address: _____ City: _____ State: _____ Zip: _____ County: _____

PRODUCTS

Container/Service	QTY	Price Per Unit
96 Gal Tote	1	\$35.00
_____	_____	_____
_____	_____	_____
_____	_____	_____

AUTOMATIC SERVICES

Service Frequency: 4 Week Minimum Charge: \$35.00
 Start Date: TBD Length of Contract: 1 Year
 Location of Containers: _____
 Automatic Service Description: Fuel, Environmental and Recovery = 20%

PURGE SERVICE

Expected Service Date/Other: _____ Minimum Charge: _____
 Purge Service Description: _____

AGREED TO BY

GREEN RESOURCE MANAGEMENT, INC.
THE SHREDDER

Signed Nicky Poulter
 Printed Name: Nicky Poulter
 Position: Sales Team Leader
 Date: 05/11/2021

CUSTOMER AGREES TO HAVING REVIEWED AND AGREED TO TERMS AND CONDITIONS OUTLINED ON THE BACK OF THIS CONTRACT.

Company: Story County
 Signed: [Signature]
 Print Name: Lisa K Helckas
 Position: BIS- Chair
 Date: 10-8-21

GUARANTY

The undersigned guarantor jointly and severally unconditionally guarantees the prompt payment when due of each monthly payment due and payable under the foregoing installment contract. To enforce the liability of the guarantor hereunder, Seller or its assignee shall not be required, first to (a) give guarantor notice of Buyer's default, (b) repossess the equipment or, (c) attempt to enforce the liability of Buyer under the installment contract. Seller or its assignee may from time to time accept late payments and may extend terms of this installment. Contract without detracting or diminishing this continuing guaranty. This is a guarantee of payment not of collection. The Guarantor acknowledges that execution of this guaranty is a material part of the consideration upon which Seller relies on consummating this installment contract and that this guaranty is executed as an inducement to the Seller to consummate the contract.

Guarantor Name(s) (print clearly) _____
 Guarantor Sign Here _____
 Street _____
 City _____
 Zip _____

TERMS AND CONDITIONS

1. Sole Terms All obligations of The Shredder, Inc. (The "Shredder") and Client are exclusively subject the terms and conditions contained herein and any addenda agreed to by the parties in writing and attached hereto. This Agreement shall not be modified except as expressly set forth in writing agreed upon and executed by the parties hereto.

2. Shredder Services The Shredder will provide the following services to Client:

- The Shredder will provide all consoles and other related equipment on Client's premises as necessary for the collection and storage of all of Client's paper materials containing confidential or sensitive information (hereinafter the "Materials"). The number of consoles will be determined by the Shredder after consultation with Client and determination of Client's shredding needs. Additional consoles may be added to this agreement and shall become a part of and subject to the terms hereof.
- The Shredder will (i) collect the Materials on an established schedule and mutually agreed upon basis and (ii) destroy the Materials using a mechanical shredding device (the "Document Destruction Service"). Client shall be solely responsible for placing the Materials in the consoles for collection by the Shredder and for ensuring that such Materials are adequately secure and protected from misappropriation.
- The Client agrees to use the Shredder for all Document Destruction Services, including, but not limited to, one time jobs, purges, hard drive destruction, media destruction and all other destruction services.
- The Shredder will provide Client with a Certificate of Destruction after completion of the Document Destruction Service upon customer request.
- The Client, or an authorized representative of Client, shall be permitted to observe, inspect, or oversee the Document Destruction Service at any time.
- After completion of the Document Destruction Service, the Shredder will recycle or dispose of the Materials.

2. Document Storage Policy Client shall be solely responsible for establishing and adhering to its own document retention and destruction policy. Client shall indemnify and hold the Shredder harmless from any and all claims, damages, costs and/or injury resulting from the alleged wrongful destruction of documents and/or media included with the Materials, any violation of Client's document retention and destruction policy, or any other violation of law or court order. The parties agree that the Shredder shall be entitled to rely upon Client's determination of whether any document(s) shall be included in the Materials subject to the Document Destruction Service.

4. Consoles and Equipment In order to facilitate the Document Destruction Service, the Shredder will provide consoles and other equipment, which shall be located on the premises of the Client and shall remain the sole property of the Shredder. No lien or security interest shall be filed, or permitted to be filed, against the property of the Shredder by the Client. The consoles and equipment shall be kept in good working order by Client, normal wear and tear excepted. In the event that any consoles and/or equipment are moved, damaged, stolen, removed or lost while located on Client's premises, Client shall pay the costs of replacement of such consoles and/or equipment. Client agrees to indemnify and hold the Shredder, its affiliates, agents and assignees, harmless from any claims, liabilities, damages or costs related to such consoles or equipment and for any Materials which may have been located in such consoles and equipment.

5. Service Fees Client shall pay a "Service Fee" to the Shredder equal to the greater of (a) the Minimum Charge (as stated on the cover page) or (b) the Billing Rate per minute or per container (as stated on the cover page). Such Service Fee shall not apply to Document Destruction Services provided by the Shredder outside of the regularly scheduled times of providing such services, and Client agrees to pay such amount as determined by the Shredder for providing such services in excess of the regularly scheduled services. Client agrees to pay the Minimum Charge if the Shredder is unable to provide regularly scheduled Document Destruction Services due to the closure of Client's offices without prior notice to the Shredder, or if such services are declined or canceled by Client without prior notice to the Shredder of such cancellation.

6. Payment Terms Client agrees to pay the Service Fee and all other amounts due within 15 days of the date of the invoice. Invoice will be sent to or left with client at completion of document destruction service. Any payments not received by the Shredder on the due date will be subject to an interest rate charge on the unpaid balance of the higher (a) \$5 per month, or (b) of 24% per annum, compounded monthly, or the maximum amount allowed by law. All payments must be in immediately available funds and paid in negotiable currency of the United States of America. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided the Shredder with proof of exemption from the taxing authorities.

7. Adjustment of Fees The service fee is fixed for the first year of the initial term. After the first year of the initial term, any subsequent years of the initial term and any subsequent automatic renewal terms, in its sole discretion the Shredder reserves the right to adjust the service fee from time to time (either the minimum charge or the service fee billing rate) to account for operational changes it implements to comply with certification, to cover increased operational costs, or to otherwise address cost escalation, exclusive of any applicable taxes and surcharges.

8. Fuel, Environmental or Other Surcharges Client agrees and acknowledges that the Shredder may, without notice, at any time and from time to time, impose and adjust a fuel, environmental or other surcharge of any amount for any duration, all within the sole and absolute discretion of the Shredder. Should contaminants in any Document Destruction Service cause the recycled material to be downgraded or rejected the Shredder reserves the right to change a waste disposal fee per ton in the amount of tipping fee per ton at the landfill, transfer station or recycling center used by The Shredder and \$100 per ton hauling cost. It is acknowledged and agreed that such surcharges may, from time to time, result in additional profit for the Shredder.

9. Term of Agreement This Agreement shall remain in full force and effect for 3 years (Initial Term), commencing on the date hereof, the effective date of this agreement is defined as the signature date of this agreement or the date in which the customer takes possession of the equipment used to facilitate the Document Destruction Service as defined as the start date, whichever is later. Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional two year terms unless terminated by either party, by written notice, at least 30 days, but no more than 90 days, prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Client will immediately pay the Shredder all outstanding balances for services performed by the Shredder prior to termination of the Agreement and upon the termination date, the Shredder shall have the right to retrieve its consoles and equipment from Client, wherever located.

This Agreement is for 3 years with 3 year renewals

10. Early Termination In the event Client terminates this Agreement without cause, prior to the end of the Initial Term or any Renewal Term and upon 60 days written notice to the Shredder, the Shredder shall have the right to immediately retrieve its consoles and equipment from Client, wherever located and Client shall immediately pay the Shredder (a) all unpaid invoices and interest thereon as provided in this Agreement, (b) attorney's fees and collection costs as provided in this Agreement, (c) the Service Fees due for the remaining term of the Agreement, and (d) a removal fee of \$100.00 per container. Such Service Fees for early termination shall be based on the greater of (a) the price per each container located within the facility multiplied by the remaining contracted service days or (b) the average calculated based on the average Service Fee incurred by Client for all prior months on the Agreement multiplied by the months remaining in the Initial Term or Renewal Term.

11. Default and Termination for Cause Either party may terminate this Agreement if the other party fails to cure a material default of this Agreement within 30 days following receipt of a notice of such material default. Notwithstanding anything herein to the contrary, in the event that Client fails to pay any amounts due hereunder, the Shredder may immediately terminate this Agreement in its entirety and retrieve its consoles and equipment from Client along with fees as provided in this Agreement, and shall be released from any further obligations hereunder. The terms of this Section 10 shall not be affected by bankruptcy or insolvency of Client.

12. Force Majeure In the event of labor stoppages, strikes, lock-outs, acts of God, legal process, power outage, or any other similar occurrence, that prevents, hinders, or delays the performance of the obligations of the Shredder hereunder, and such occurrence is not proximately caused by the Shredder, then nonperformance of such obligations of the Shredder shall be excused for the period of delay and the period for the performance of such obligation, if any, shall be extended for a corresponding period.

13. Limitation of Liability The Shredder shall not be liable for any loss or damage related to the Material or the destruction thereof. Such limitation of liability shall extend to the repair, replacement or restoration of any destroyed Material. The Shredder shall not be liable for any incidental, special, consequential, exemplary, treble or punitive damages, loss of profits, opportunity or revenue, or loss of use, but the Shredder's aggregate liability hereunder shall be limited to the total amount of Service Fees paid by Client hereunder for the last year of the Initial Term. This limitation of liability shall apply regardless of whether such liability arises from breach of contract, warranty, tort, operation of law, or otherwise.

14. Set-off/Self-Help Client shall not be permitted to set off invoiced amounts or any portion thereof against sums that are due or may become due from the Shredder to Client or to otherwise exercise any remedies of self-help without first providing written notice to the Shredder as provided in Section 11 above.

15. Prohibited Practices Client shall not store in any container any Materials considered to be highly flammable, explosive, toxic, biohazard, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe. Including but not limited to batteries, cell phones, metal, steel & other hazardous objects. Client will be responsible for all costs to repair or replace equipment damaged as a result of the Client placing prohibited material in any container used to facilitate the Document Destruction Service or Recycling Service. Client shall not assign this Agreement to any other party without the prior written consent of the Shredder, which may be withheld in the Shredder's sole discretion.

16. Indemnification Client shall indemnify the Shredder for all costs and damages suffered by the Shredder as a result of Client's actual or threatened breach of this agreement. In the event that the Shredder enforces the terms of this Agreement, whether by legal action or otherwise, and including but not limited to any action to collect any monies due hereunder, the Shredder shall be entitled to an award of its reasonable attorney's fees, litigation expenses, court costs, costs of collection, and similar sums, in addition to any other legal and equitable remedies available to the Shredder.

17. Miscellaneous

- All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires.
- The failure of any party hereto to enforce its rights hereunder, or to demand performance of any provision of this Agreement, shall not be construed as a waiver of such provision or any other provision, and this Agreement shall remain in full force and effect.
- It is expressly understood and agreed that this instrument embodies all agreements existing between the Shredder and Client, and that no term, provision, or condition of this agreement shall be held to be altered, amended, changed or waived in any respect except by written agreement executed by both parties hereto.
- Time is of the essence.
- If any term or condition of this Agreement shall to any extent be invalid and unenforceable, then the remainder of this Agreement, other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent allowed by law.
- This Agreement shall be governed by the laws of the State of Iowa.
- This Agreement shall be enforceable in the state and federal courts located in Des Moines, Polk County, Iowa.
- The parties hereto waive their right to trial by jury in enforcing this Agreement.
- The provisions of this Agreement that are by their nature intended to survive termination or cancellation of this Agreement shall survive such termination or cancellation.
- Any notice required to be given hereunder shall be considered properly given three (3) days after such notice is deposited in the U.S. Mail, postage prepaid, "Certified Mail, Return Receipt Requested," and sent to the other party at its address disclosed on the cover page unless notice of a new address is given and received as provided hereunder. Notwithstanding the foregoing, notice may be given by such other means as is reasonably calculated to reach the other party, including by facsimile or electronic mail, upon providing proof of delivery of such notice.
- The Shredder is HMD AAA Certified for on-site document destruction services.
- Customer acknowledges that the Shredder shall not be liable for any damage to any pavement, parking lot or driving surface resulting from the weight of The Shredder's vehicles or equipment servicing the Client's location.
- Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party's obligations herein have been duly authorized and that the agreement binding on such party and enforceable in accordance with its terms.
- Changes to the terms and conditions, hand written or otherwise, must be initiated by a representative of Green Resource Management for said changes to be recognized as changes or modifications to the standard terms and conditions as set forth above.

Closure No. 21-38

Date June 1, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 2 & 3 Collins Twp on

720th Ave is closed between 280th Street and 290th Street



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF THE BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
-----	----------	-----	----------	--------	----------



CHAIRPERSON

Above tabulation made by 

Closure No. 21-39

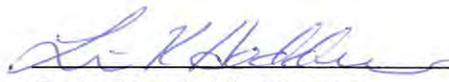
Date June 1, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 3 Howard Twp on

100th St. will be closed 300ft East of 590th



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
	Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
---------------------------------	-----	----------	-----	----------	--------	----------



CHAIRPERSON

Above tabulation made by 

Closure No. 21-40

Date June 1, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 10,11,14, 15 Collins Twp on

720th Ave is closed between 290th St and E63 (305th St)



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF THE BOARD	Yea <u>3</u>	Nay <u>0</u>	Absent <u>0</u>
---------------------------------	--------------	--------------	-----------------



CHAIRPERSON

Above tabulation made by SR

Closure No. 21-41

Date June 2, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 20 & 21 Milford Twp on

580th Ave is closed between 200th St and 190th St



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
	Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE		Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
OF THE BOARD							


CHAIRPERSON

Above tabulation made by 

Closure No. 21-42

Date June 3, 2021

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 27 & 34 Warren Twp on

150th St is closed at the bridge between 660th Ave and 650th Ave



Chair, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by 

STORY COUNTY UTILITY PERMIT

Date 6/1/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of plow and bore cable on secondary route 730th Ave, from 315th Street to 31135 730th Ave, Collins, IA, a distance of 0.4 miles.

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

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

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

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

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

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

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

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

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

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

Date 6/1/2021

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

Kyle Petty Kyle Petty 501-286-2752
by Phone no.

Recommended for Approval:

Date 6-1-21

Jaun Mon 515-382-7355
County Engineer Phone no.

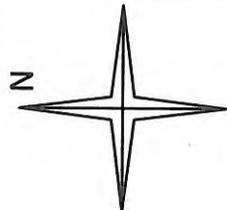
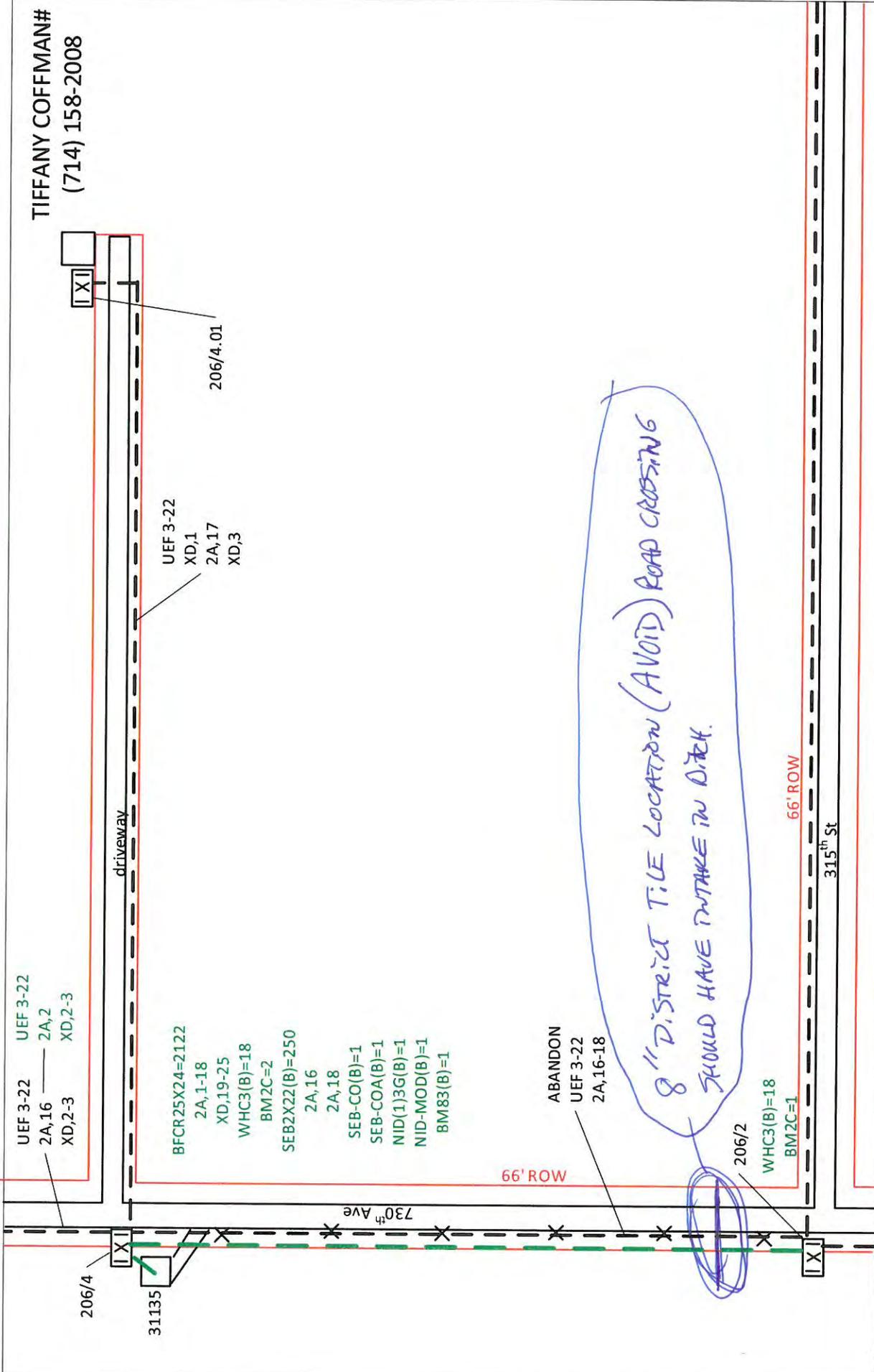
Approved:

Date 6-8-21

St. K. Hadden
Chair, Board of Supervisors
Story County, Iowa

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

TIFFANY COFFMAN#
(714) 158-2008

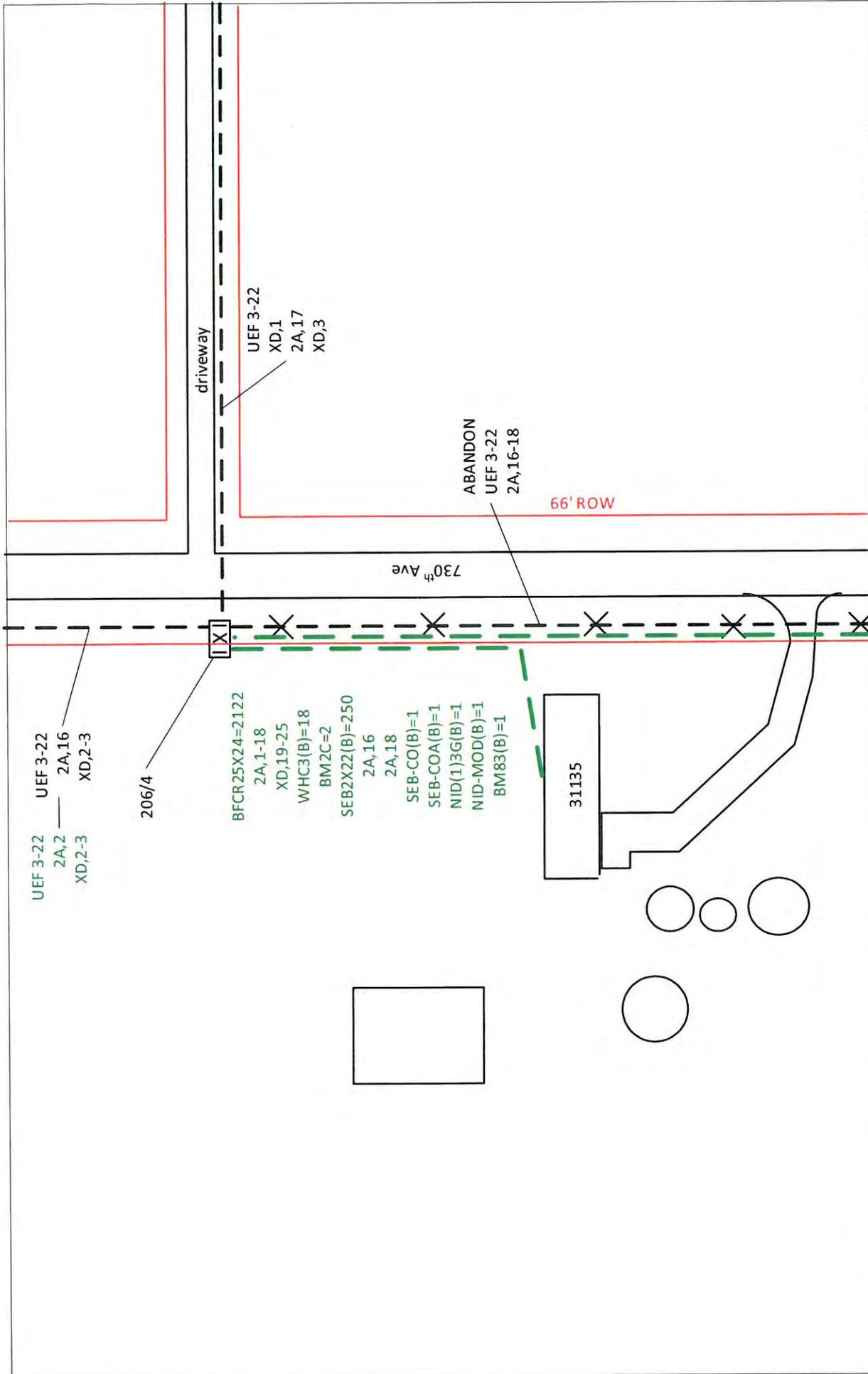


ABANDON 3 PAIR CABLE.
REPLACE WITH 25 PR. FOR SERVICE
TO 31135 AND POSSIBLE UPGRADE
TO BONDED FOR OTHERS IN
FUTURE



ALL KNOWN OBSTRUCTIONS HAVE
BEEN SHOWN. THOSE AND OTHERS, IF
ANY, ARE THE RESPONSIBILITY OF THE
CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	EXCH NAME: CLNS	DATE: 5/25/2021
WO #: 71331908100242	TITLE: SO CLNSIA P6 PLACE HIGHER PAIR COUNT ON 730TH AV	
DRWN: SRS	PRINT: 1	



UEF 3-22
2A,2
XD,2-3

UEF 3-22
2A,16
XD,2-3

206/4

BFCR25X24=2122
2A,1-18
XD,19-25
WHC3(B)=18
BM2C=2
SEB2X22(B)=250
2A,16
2A,18
SEB-CO(B)=1
SEB-COA(B)=1
NID(1)3G(B)=1
NID-MOD(B)=1
BM83(B)=1

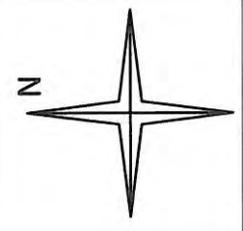
driveway
UEF 3-22
XD,1
2A,17
XD,3

ABANDON
UEF 3-22
2A,16-18

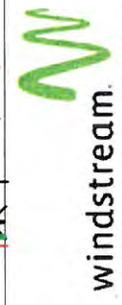
66' ROW

730th Ave

31135



ABANDON 3 PAIR CABLE.
REPLACE WITH 25 PR. FOR SERVICE
TO 31135 AND POSSIBLE UPGRADE
TO BONDED FOR OTHERS IN
FUTURE



ALL KNOWN OBSTRUCTIONS HAVE
BEEN SHOWN. THOSE AND OTHERS, IF
ANY, ARE THE RESPONSIBILITY OF THE
CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: CLNS DATE: 5/25/2021

WO #: 71331908100242

TITLE: SO CLNSIA P6 PLACE HIGHER PAIR COUNT
ON 730TH AV

DRWN: SRS

PRINT:2

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Margaret Cemashko Jaynes, Story County Environmental Health Director, 900 6th St., Nevada, Iowa 50201
Return to Story County Environmental Health Department

ORDINANCE NO. 294

AN ORDINANCE TO ADD CHAPTER 58 “MINIMUM REQUIREMENTS FOR TANNING FACILITIES” TO THE COUNTY CODE OF ORDINANCES, WHICH WOULD ADOPT, BY REFERENCE, IN ITS ENTIRETY, PUBLIC HEALTH (641) IAC CHAPTER 46, “MINIMUM REQUIREMENTS FOR TANNING FACILITIES”, AND ALSO PROHIBIT A PERSON UNDER AGE 16 FROM USING TANNING DEVICES AS DEFINED IN 641 IAC CHAPTER 46, AND REQUIRING PERSONS AGE 16 OR 17 TO HAVE A PARENT’S PERMISSION TO USE TANNING DEVICES AS DEFINED IN 641 IAC CHAPTER 46.

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

WHEREAS, on January 7, 2020, the Iowa Department of Public Health declared that they will no longer conduct routine inspections of tanning facilities, and stated that counties will need to establish local authority in order to conduct inspections or enforce tanning regulations; and

WHEREAS, the Story County Board of Health has recommended the Board of Supervisors consider adopting, by reference, Public Health (641) IAC Chapter 46, “Minimum Requirements for Tanning Facilities” and also prohibit a consumer under eighteen years of age to use a tanning device, as defined in Public Health (641) IAC Chapter 4; and

WHEREAS, on May 18, 2021, the Board of Supervisors directed the Environmental Health Department to draft an ordinance with an alternative approach, adopting, by reference, Public Health (641) IAC Chapter 46, “Minimum Requirements for Tanning Facilities”, and prohibiting a consumer under sixteen years of age from using a tanning device, as defined in Public Health (641) IAC Chapter 46, and requiring consumers sixteen and seventeen years of age to have a parent’s permission to use tanning devices as defined in 641 IAC Chapter 46, and

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

WHEREAS: if any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional; and

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

THEREFORE, HEREBY BE IT ORDAINED, that the Story County Board of Supervisors approves Ordinance No. 294.

Action upon FIRST Consideration: _____
DATE: June 1, 2021

Moved by: _____
Seconded by: _____
Voting Aye: _____

Voting Nay: _____
Not Voting: _____
Absent: _____

Action upon SECOND Consideration: _____
DATE: June 8, 2021

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

Action upon THIRD Consideration: _____
DATE: June 15, 2021

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

ADOPTED THIS ____ day of _____, _____.

Story County Board of Supervisors

ATTEST: County Auditor

CHAPTER 58

MINIMUM REQUIREMENTS FOR TANNING FACILITIES

58.01 Purpose

58.02 Applicability

58.03 Designated Agency

58.04 Adoption of State Code

58.05 Additional Rules

58.06 Tanning Device Use By Minors Limited

58.01 PURPOSE. This ordinance provides for regulation of tanning facilities and devices used for the purpose of tanning human skin through the application of ultraviolet radiation. These rules stipulate minimum safety requirements relating to the operation of tanning devices; qualifications for tanning facility operators; and procedures for the inspection of tanning facilities and enforcement of these rules.

58.02 APPLICABILITY. The provisions contained herein apply to, but are not limited to, public and private businesses, hotels, motels, apartments, condominiums, and health and country clubs located within incorporated and unincorporated Story County, Iowa.

58.03 DESIGNATED AGENCY. Pursuant to the Code of Iowa, Chapter 137, Local Boards of Health, the Story County Environmental Health Department is the designated agency to interpret, monitor, and enforce the rules contained in Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities, and Story County Ordinance Chapter 58, Minimum Requirements for Tanning Facilities.

58.04 ADOPTION OF STATE CODE. The Board of Supervisors, adopts, in its entirety, by reference, Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities.

58.05 ADDITIONAL RULES. In addition to rules set forth in Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities, the Board of Supervisors adopts the additional rules contained in this ordinance.

58.06 TANNING DEVICE USE BY MINORS

1. A tanning facility shall not allow a consumer under sixteen years of age to use a tanning device, as defined in Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities.
2. A tanning facility may allow a consumer who is sixteen or seventeen years of age to use a tanning device, as defined in Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities if:
 - a. The consumer's parent is present on the initial visit to sign a parental permission form. The parent must return to the facility to sign the parental permission form annually until the person turns eighteen.
 - b. The facility will make a photocopy or electronic scan of each consumer's driver's license or state ID and keep on file.
 - c. The facility will make a photocopy or electronic scan of the consumer's parent's driver's license or state ID (if the consumer is 16 or 17) and keep on file with the consumer's driver's license and the signed parental permission form.

1/7/2020

To: Local health jurisdictions

From: IDPH Tanning program

As you are aware from the updates sent 5/13/2019, the Department's ability to conduct tanning facility oversight was significantly impacted by a lack of funding for the program over the past several fiscal years. IDPH is currently supporting the minimum administrative functions required to process new facility permits, ongoing permit renewals, and the most critical investigations/enforcement (i.e. public injury complaints). In July 2019, delegation of authority for local jurisdictions to conduct tanning inspection was also removed from the local 28E contract.

As a result, several counties and local jurisdictions are considering or have already enacted local ordinances to enforce tanning requirements at the local level. At this time, we do not have records on how many local jurisdictions have enacted local ordinances.

We have also received several questions and we wanted to provide answers to some of these in this message. Please contact Angela Leek at angela.leek@idph.iowa.gov with any questions.

Q. Is IDPH still doing permitting or inspections of tanning facilities?

A. Iowa Code 136D requires all tanning facilities to hold a permit to operate a tanning facility. While this Code is in effect, IDPH will continue to issue and renew permits to all tanning facilities. Each facility pays an annual \$5 fee for this permit and this money deposits directly into the general fund. IDPH does not receive these funds for program management at this time.

IDPH does not have the staffing or resources to conduct routine inspections of tanning facilities, but will investigate or enforce complaints that appear to pose an immediate and serious risk to public health. IDPH would only charge inspection fees during an actual inspection or investigation and these funds would also deposit directly into the general fund.

Q. How are the tanning tests managed now?

A. IDPH has developed an online method of managing the tanning test using google forms. We will be placing these links and instructions on our IDPH tanning website, but please feel free to also distribute the links if you receive a request.

Owner/Manager Test - <https://forms.gle/xv1emxVDkDso387k7>

Owners and managers of tanning facilities will need to pass the exam provided at the link above to meet their testing requirements. IDPH will continue to monitor these test completions and will issue a confirmation email when an owner or manager passes the exam. This email will be proof of passing for the owner/manager test.

Operator Test - <https://forms.gle/WcxaSfjy9oEmTkGP7>

Facilities may also use the online operator test for their employees. Once the employee completes the exam, facilities will need to retain a screen shot of the passed exam page as proof of test completion for each operator. IDPH will not send confirmation emails when operators pass the operator exam. Facilities and county contacts will receive a separate message with instructions on how facilities should keep records of operator test completions.

Q. How long do programs need to keep historical records of tanning inspections?

A. Local jurisdictions may retain records for 5 years from the inspection date as previously specified for tanning in the 28E agreement between IDPH and the local jurisdictions.

Q. Does a local jurisdiction need to adopt an ordinance to continue to inspect tanning facilities?

A. Yes, counties would need to establish local authority in order to conduct or enforce tanning inspections. The 28E agreement between IDPH and the local jurisdictions that previously included tanning inspections delegated the IDPH authority to conduct inspections to the local jurisdictions. Without this wording in the 28E agreement for tanning, the delegation of inspection authority to local jurisdictions is absent. Any local ordinance for tanning facilities would need to be at least as restrictive as the current rules in Iowa Administrative Code 641 Chapter 46.

Q. Do any local jurisdictions require age limits on tanning?

A. We are not aware of any local jurisdictions enacting specific age restrictions at this time.

CHAPTER 46
MINIMUM REQUIREMENTS FOR TANNING FACILITIES

641—46.1(136D) Purpose and scope. This chapter provides for the permitting and regulation of tanning facilities and devices used for the purpose of tanning human skin through the application of ultraviolet radiation. This includes, but is not limited to, public and private businesses, hotels, motels, apartments, condominiums, and health and country clubs.

All references to Code of Federal Regulations (CFR) in this chapter are those in effect as of April 30, 2007.

These rules stipulate minimum safety requirements relating to the operation of tanning devices; procedures for obtaining a permit; qualifications for tanning facility operators; and procedures for health departments to provide for the inspection of tanning facilities and enforcement of these rules. Tanning facilities which are in compliance with these rules are not relieved from the requirements of any other federal and state regulations or local ordinances.

641—46.2(136D) Definitions.

“Board of health” means a county, city, or district board of health that has a 28E agreement with the Iowa department of public health to perform inspections under this chapter.

“Cleansing” means to remove soil, dirt, oils or other residues from the surface of the tanning unit which may come into contact with the skin.

“Cleansing agent” means a substance capable of producing the effect of “cleansing.” These agents shall not adversely affect the equipment or the health of the consumer and shall be acceptable to the department or board of health.

“Consumer” means any member of the public who is provided access to a tanning facility in exchange for a fee or other compensation, or any individual who, in exchange for a fee or other compensation, is afforded use of a tanning facility as a condition or benefit of membership or access.

“Department” means the Iowa department of public health.

“Director” means the director of public health or the director’s designee.

“Exposure position” means any position, distance, orientation, or location relative to the radiation surfaces of a tanning device at which the user is intended to be exposed to ultraviolet radiation from the product, as recommended by the manufacturer.

“Formal training” means a course of instruction approved by the department for operators of tanning facilities.

“Health care professional” means an individual, licensed by the state of Iowa, who has received formal medical training in the use of phototherapy.

“Inspection” means an official examination or observation including but not limited to tests, surveys, and monitoring to determine compliance with rules, orders, requirements, and conditions of these rules.

“Manufacturer’s recommendations” means written guidelines established by a manufacturer and approved by the U.S. Food and Drug Administration for the installation and operation of the manufacturer’s equipment.

“Operator” means an individual designated to control operation of the tanning facility and to instruct and assist the consumer in the proper operation of the tanning devices.

“Permit” or *“permit to operate”* means a document issued by the department which authorizes a person to operate a tanning facility in Iowa.

“Person” means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision of this state, any other state or political subdivision or agency thereof, and any legal successor, representative, agent, or agency of the foregoing, but shall not include federal government agencies.

“Phototherapy device” means a piece of equipment that emits ultraviolet radiation and is used by a health care professional in the treatment of disease.

“Tanning device” means any equipment that emits electromagnetic radiation with wavelengths in air between 200 and 400 nanometers and that is used for tanning of human skin, such as sunlamps,

tanning booths, or tanning beds. The terms also include any accompanying equipment such as protective eyewear, timers, and handrails.

"Tanning facility" means a place that provides access to tanning devices for compensation.

"Ultraviolet radiation" means electromagnetic radiation with wavelengths in air between 200 and 400 nanometers.

641—46.3(136D) Exemptions. The department may, upon application or upon its own initiative, grant exemptions from the requirements of these rules as long as it will not result in undue hazard to public health and safety. The following categories of devices are exempt from the provisions of this chapter:

46.3(1) Other purposes. Devices intended for purposes other than the deliberate exposure of human skin to ultraviolet radiation which produce or emit ultraviolet radiation incidental to their proper operation.

46.3(2) Personal use. Tanning devices which are limited exclusively to personal use by an individual and this individual's immediate family. Multiple ownership of the device by persons for personal use only does not qualify it for the "personal use only" exemption.

46.3(3) Phototherapy devices. Phototherapy devices used by a properly trained health care professional in the treatment of disease.

641—46.4(136D) Permits and fees.

46.4(1) Permit to operate. No tanning facility shall be operated in the state without having a permit to operate issued by the department.

46.4(2) Application requirements for permit. Each person acquiring or establishing a tanning facility shall:

- a. Apply for a permit prior to beginning operation. The application shall be completed on forms provided by the department or board of health and shall contain all information required by the form and accompanying instructions. A nonrefundable application fee of \$5 shall be remitted with the application.
- b. A \$15 returned check fee will be charged for each check returned for insufficient funds.
- c. The permit holder shall notify the department in writing within 30 days of any changes, additions, or deletions to the initial or renewal application as appropriate. This request does not apply to changes involving replacement of components in tanning equipment.

46.4(3) Expiration of permit. Except as provided in 46.4(4) "b," each permit shall expire at the end of the specified day in the month and year stated therein.

46.4(4) Renewal of permit.

a. Permits shall be renewed annually upon acceptance of a renewal application provided by the department and upon receipt of the renewal fee of \$5.

b. If application has been filed prior to the expiration date of the existing permit, the existing permit shall not expire until the application status has been finally determined by the department.

c. A \$25 fee will be charged per month for failure to pay annual permit fees starting the month of expiration of the facility's permit to operate. This fee is added to the annual fee not paid.

46.4(5) Transfer or termination of permit.

a. No permit shall be transferable from one person to another or from one tanning facility to another.

b. A permit shall be returned to the department or board of health if the facility ceases business or otherwise ceases on a permanent basis or changes ownership.

46.4(6) Denial, revocation, or termination of permit.

a. The department may deny, suspend or revoke a permit applied for or issued pursuant to this chapter for any of the following reasons:

- (1) Submission of false statements in the application for a permit or in any statement of fact required by provisions of this chapter;
- (2) Because of conditions revealed by the application or any report, record, inspection or other means which would warrant the department to refuse to grant a permit on an original application;

(3) Operation of the tanning facility in a manner that causes or threatens to cause hazard to the public health or safety;

(4) Failure to allow authorized representatives of the department or board of health to enter the tanning facility at reasonable times for the purpose of determining compliance with the provisions of this chapter, conditions of the permit or an order of the department or board of health;

(5) Failure to pay fees or costs required in rule 46.4(136D);

(6) Violation of any of the provisions of this chapter or of Iowa Code chapter 136D.

b. Except in cases where public health and safety require otherwise, prior to the institution of proceedings for suspension or revocation of a permit, the department or board of health shall:

(1) Call to the attention of the permit holder, in writing, the facts or conduct which may warrant such actions, and

(2) Provide opportunity for the permit holder to demonstrate or achieve compliance with all lawful requirements.

c. Any person aggrieved by a decision by the department to deny a permit or to suspend or revoke a permit after issuance may request a hearing under procedures established by the department.

d. Once a permit to operate has been suspended or revoked, it may be reinstated upon receipt of a fee of \$50 and completion of all other agency requirements. This fee is in addition to other applicable fees.

46.4(7) Inspections.

a. Inspections shall be conducted annually.

b. Inspection cost.

(1) An inspection cost of \$33 per tanning device shall be billed to the permit holder up to a maximum of \$330 per facility.

(2) Inspection costs shall be due upon receipt of payment due. When the tanning facility is located within a contracted area of a board of health, the costs billed will be paid to the contracted board of health or its designee.

(3) Inspection costs not received within 45 days of the date of billing will be assessed a \$25 penalty for each month or fraction thereof that the bill is delinquent.

(4) A penalty fee of \$25 per facility may be assessed for the following:

1. Failure to respond to a notice of violation within 30 days of the date of the inspection.

2. Failure to correct violations cited during the inspection.

c. Inspections shall include the following areas: proper operation and maintenance of devices, review of required records and training documentation, operator understanding and competency, and the requirements of these rules.

641—46.5(136D) Construction and operation of tanning facilities. Unless otherwise ordered or approved by the department, each tanning facility shall be constructed, operated, and maintained to meet the following minimum requirements:

46.5(1) A tanning facility shall provide and post the following warning signs and statements that describe the hazards associated with the use of tanning devices:

a. A warning sign in a conspicuous location readily visible to persons entering the establishment. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background, be at least 9.0 inches by 12.0 inches (22.9 centimeters × 30.5 centimeters) and have the following wording:

DANGER

ULTRAVIOLET RADIATION

— Overexposure can cause

- Eye and skin injury
- Allergic reaction

- Repeated exposure may cause
 - Premature aging of the skin
 - Skin cancer
- Failure to wear protective eyewear may result in
 - Severe burns to eyes
 - Long-term injury to eyes
- Medication or cosmetics may increase your sensitivity

b. A warning sign with the identical wording set forth in 46.5(1) “*a*” posted within one meter of the tanning device in a conspicuous location readily visible to a person preparing to use the device. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background and be at least 6 inches by 9 inches (15.2 centimeters × 22.9 centimeters) in size.

c. A tanning facility shall require each consumer to read the information in Appendices 1, 2, and 3 prior to the consumer’s initial exposure and annually thereafter.

(1) The operator shall then require the consumer to sign a statement that the information has been read and understood.

(2) The information in Appendices 1, 2, and 3 shall be posted in each tanning room.

46.5(2) Federal certification.

a. Only tanning devices manufactured and certified under the provisions of 21 CFR Part 1040.20, “Sunlamp products and ultraviolet lamps intended for use in sunlamp products,” shall be used in tanning facilities. Compliance shall be based on the standard in effect at the time of manufacture as shown on the device identification label required by 21 CFR Parts 1010.2 and 1010.3.

b. Labeling shall meet the following requirements, be visible on each unit and be permanently affixed. Labeling shall include:

(1) A warning statement with the words “DANGER-Ultraviolet radiation. Follow instructions. Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Repeated exposure may cause premature aging of the skin and skin cancer. WEAR PROTECTIVE EYEWEAR; FAILURE TO MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES. Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using a sunlamp if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product.”

(2) Recommended exposure position(s). Any exposure position may be expressed either in terms of a distance specified both in meters and in feet (or in inches) or through the use of markings or other means to indicate clearly the recommended exposure position.

(3) Directions for achieving the recommended exposure position(s) and a warning that the use of other positions may result in overexposure.

(4) A recommended exposure schedule including duration and spacing of sequential exposures and maximum exposure time(s) in minutes.

(5) A statement of the time it may take before the expected results appear.

(6) Designation of the ultraviolet lamp type to be used in the product.

46.5(3) Tanning device timers.

a. Each tanning device shall have a timer which complies with the requirements of 21 CFR Part 1040.20. The maximum timer interval shall not exceed the manufacturer’s maximum recommended exposure time by a factor greater than ± 10 percent of the indicated setting.

b. Each tanning device must have a method of remote timing located so that consumers may not control their own exposure time.

c. Tokens for token timers shall not be issued to any consumer in quantities greater than the device manufacturer’s maximum recommended exposure time for the consumer.

46.5(4) Each tanning device shall incorporate a control on the product to enable the consumer to manually terminate the radiation emission from the product at any time without disconnecting the electrical source or removing the ultraviolet lamp.

46.5(5) The operator shall ensure that the facility's interior temperature does not exceed 100 degrees F or 38 degrees C.

46.5(6) Condition of tanning devices.

a. There shall be physical barriers to protect consumers from injury induced by falling against or breaking the lamps.

b. The tanning devices shall be maintained in good repair and comply with all state and local electrical code requirements.

46.5(7) Additional requirements for stand-up booths.

a. There shall be physical barriers (e.g., handrails) or other means (floor markings) to indicate the proper exposure distance between ultraviolet lamps and the consumer's skin.

b. The construction of the booth shall be such that it will withstand the stress of use and the impact of a falling person.

c. Access to the booth shall be of rigid construction; doors shall open outwardly. Handrails and nonslip floors shall be provided.

46.5(8) Protective eyewear.

a. Eyewear shall not be reused by another consumer.

b. Protective eyewear shall meet the requirements of 21 CFR Part 1040.20(c)(4).

c. Protective eyewear shall not be altered in any manner that would change its use as intended by the manufacturer (e.g., removal of straps).

d. A tanning facility operator shall not allow a consumer to use a tanning device if that consumer does not use the protective eyewear required by this subrule. To verify that a consumer has the proper eyewear, the operator must:

(1) Ask to see the eyewear before the consumer enters the tanning room; or

(2) Provide disposable eyewear in the tanning room at all times and post a sign stating that the disposable eyewear is available and that eyewear must be worn.

e. A tanning facility operator shall instruct the consumer in the proper utilization of the protective eyewear required by this subrule.

46.5(9) Operation.

a. A trained operator must be present when a tanning device is operated. The operator must be within hearing distance to allow the consumer to easily summon help if necessary. If the operator is not in the immediate vicinity during use, the following conditions must be met:

(1) The consumer can summon help through use of an audible device such as an intercom or buzzer; and

(2) The operator or emergency personnel can reach the consumer within a reasonable amount of time after being summoned.

b. The facility permit to operate shall be displayed in an open public area of the tanning facility.

c. A record shall be kept by the facility operator of each consumer's total number of tanning visits and tanning times, exposure lengths in minutes, times and dates of the exposure, and any injuries or illness resulting from the use of a tanning device.

d. Any tanning injury not requiring a physician's care and any resulting changes in tanning sessions shall be noted in the consumer's file. A written report of any tanning injury requiring a physician's care shall be forwarded by the permit holder to the department within five working days of its occurrence or knowledge thereof. The report shall include:

(1) The name of the affected individual;

(2) The name and location of the tanning facility involved;

(3) The nature of the injury;

(4) The name and address of the health care provider treating the affected individual, if any; and

(5) Any other information considered relevant to the situation.

e. Defective or burned-out lamps or filters shall be replaced with a type intended for use in that device as specified on the product label on the tanning device or with lamps or filters that are "equivalent" under 21 CFR Part 1040, Section 1040.20, and policies applicable at the time of lamp manufacture.

f. The permit holder shall replace ultraviolet lamps and bulbs, which are not otherwise defective or damaged, at such frequency or after such duration of use as may be recommended by the manufacturer of such lamps or bulbs.

g. Contact surfaces of tanning devices shall be:

- (1) Cleansed by the operator with a cleansing agent between each use;
- (2) Covered by a nonreusable protective material during each use; or
- (3) Cleansed by the consumer provided the following conditions are met:

1. The operator instructs the consumer annually on how to properly cleanse the unit;
2. The consumer annually signs a statement stating that the consumer agrees to cleanse the unit after each use;

3. Signs are posted in each tanning room reminding the consumer to cleanse the tanning unit after each use and stating the proper way to cleanse the unit; and

4. The operator cleanses the tanning unit at least once a day.

h. Any records or documentation required by this chapter must be maintained in the tanning facility for a minimum of two years. Records maintained on computer systems shall be regularly copied, at least monthly, and updated on storage media other than the hard drive of the computer. An electronic record must be retrievable as a printed copy.

i. The operator shall limit the exposure of the consumer to the maximum exposure frequency and session duration recommended by the manufacturer.

j. When a tanning device is being used, no other person shall be allowed to remain in the tanning device area.

k. No person or facility shall advertise or promote tanning packages labeled as "unlimited" unless tanning frequency limits set by the manufacturer are included in advertisements.

46.5(10) Training of operators.

a. No individual shall begin functioning as an operator unless the individual has satisfactorily completed a training program. Training shall include but not be limited to:

- (1) The requirements of this chapter;
- (2) Procedures for correct operation of the tanning facility and tanning devices;
- (3) The determination of skin type of consumers and appropriate determination of duration of exposure to tanning devices;
- (4) Recognition of reaction or overexposure;
- (5) Manufacturer's procedures for operation and maintenance of tanning devices;

b. Owners and managers must complete formal training approved by the department. All owners and managers trained after December 31, 1997, must satisfactorily pass a certification examination approved by the department before operating a tanning facility or training employees.

c. For operators trained after December 31, 1997. Owners and managers are responsible to train operators in the above topics and to provide review as necessary. Training programs shall be approved by the department and include final testing. Operators shall be questioned during inspections as to the level of their understanding and competency in operating the tanning device.

d. Proof of training for both owner/managers and employees must be maintained in the tanning facility and available for inspection. For operators trained after December 31, 1997, the employee record shall be the original test which bears the signature of the employee, the date, and a statement signifying that all answers have been completed by the employee and without prior knowledge of the scoring key.

e. Operators shall be at least 16 years of age.

f. Operators shall complete the required training and testing every five years.

46.5(11) Promotional materials. A tanning facility shall not claim, or distribute promotional materials that claim, that using a tanning device is safe or free from risk or that the use of the device will result in medical or health benefits. The only claim that may be made is that the device is for cosmetic use only.

46.5(12) Requirements for electronically controlled facilities. Electronically controlled facilities are those facilities that rely on electronic means to monitor consumers.

a. Entry into the facility is allowed by card only. Two individuals may not enter under the same card. The card is specifically activated for tanning use if the facility offers other activities.

b. Police and all emergency services will have access to the facility through a key box located outside the entrance of the facility.

c. The tanning unit will not activate if the card is not programmed for tanning. The card will not activate if two individuals are in the tanning room.

d. The consumer must sign a tanning agreement that states the number of minutes per session, that the consumer agrees to wear protective eyewear, that the consumer will cleanse the unit after tanning, and that the consumer is aware of the emergency access in each room.

e. The card will be programmed for the number of minutes the consumer is allowed to tan. The card may be reprogrammed for an increase in minutes per session only after the consumer has reviewed and re-signed the Tanning Agreement. After 30 consecutive days without the consumer's accessing the tanning facility, the card will be deactivated and the consumer must reapply to access the tanning unit.

f. The operator will demonstrate to each consumer how to properly cleanse the unit after tanning, including the top, bottom, and handles. A sign will be placed in each room explaining the cleansing process. The operator will cleanse the units at least once a day when they are in use.

g. Free disposable eyewear will be placed in each room along with a sign stating that the disposable eyewear is available and that eyewear must be worn.

h. An emergency call button or device will be placed in each tanning room conveniently located within reach of the tanning bed. This device will call the operator or emergency personnel.

i. During annual inspections, the inspector may ask any consumer about any of the above processes.

641—46.6(136D) Inspections, violations and injunctions.

46.6(1) The director or an authorized agent shall have access at all reasonable times to any tanning facility to inspect the facility to determine if this chapter is being violated.

46.6(2) A person who operates or uses a tanning device or tanning facility in violation of this chapter or of any rule adopted pursuant to this chapter is guilty of a simple misdemeanor.

46.6(3) If the agency finds that a person has violated, or is violating or threatening to violate, this chapter and that the violation creates an immediate threat to the health and safety of the public, the agency may petition the district court for a temporary restraining order to restrain the violation or threat of violation.

If a person has violated, or is violating or threatening to violate, this chapter, the agency may petition the district court for an injunction to prohibit the person from continuing the violation or threat of violation.

46.6(4) On application for injunctive relief and a finding that a person is violating or threatening to violate this chapter, the district court shall grant any injunctive relief warranted by the facts.

46.6(5) Enforcement.

a. The department shall take the following steps or use county ordinances or any other applicable ordinances, resolutions, rules or regulations when enforcement of these rules is necessary.

(1) Cite each section of the Iowa Code or rules violated.

(2) Specify the manner in which the owner or operator failed to comply.

(3) Specify the steps required for correcting the violation.

(4) Request a corrective action plan, including a time schedule for completion of the plan.

(5) Set a reasonable time limit, not to exceed 30 days from the receipt of the notice, within which the permit holder must respond.

b. The department shall review the corrective action plan and approve it or require that it be modified.

c. In cases where the permit holder fails to comply with conditions of the written notice, the agency shall send a regulatory letter, via certified mail, advising the permit holder that unless action is

taken within five days of receipt, the case shall be turned over to the appropriate state/city/county attorney for court action.

Appendix 1
POTENTIAL PHOTSENSITIZING AGENTS

1. Not all individuals who use or take these agents will experience a photosensitive reaction or the same degree of photosensitive reaction. An individual who experiences a reaction on one occasion will not necessarily experience it again or every time.

2. Names of agents should be considered only as examples. They do not represent all the names under which a product may be sold. A more complete list is available from the facility operator.

3. If you are using an agent in any of these classes, you should reduce UV exposure even if your particular medication is not listed.

Acne treatment (Retinoic acid, Retin-A) Psoralens (5-Methoxypsoralen, 8-Methoxypsoralen, 4,5,8-trimethyl-psoralen)

Antibacterials (deodorant bar soaps, antiseptics, cosmetics, halogenated carbanilides, halogenated phenols, halogenated salicylanilides, bithionol, chlorhexidine, hexachlorophene)

Antibiotics, anti-infectives (Tetracyclines)

Anticonvulsants (carbamazepine, trimethadione, promethazine)

Antidepressants (amitriptyline, Desipramine, Imipramine, Nortriptyline, Protriptyline), Tranquilizers, anti-emetics (Phenothiazines)

Antidiabetics (glucose-lowering agents) (sulfonylureas, oral antidiabetics, hypoglycemics)

Antihistamines (diphenhydramine, promethazine, triprolidine, chlorpheniramine)

Anti-inflammatory (Piroxicam), Non-steroidal anti-inflammatory drugs (Ibuprofen, Naproxen, Piroxicam)

Antimicrobials (griseofulvin), Sulfonamides ("Sulfa drugs," antimicrobials, anti-infectives)

Atropine-like drugs (anticholinergics, antiparkinsonism drugs, antispasmodics, synthetic muscle relaxants)

Coal tar and derivatives (Denorex, Tegrin, petroleum products used for psoriasis and chronic eczema and in shampoos)

Contraceptives, oral and estrogens (birth control pills, estrogens, progesterones)

Dyes (used in cosmetic ingredients, acridine, anthracene, eosin (lipstick), erythrosine, fluorescein, methyl violet, methylene blue, rose bengal)

Perfumes and toilet articles (musk ambrette, oil of bergamot, oil of cedar, oil of citron, oil of lavender, oil of lemon, oil of lime, oil of rosemary, oil of sandalwood)

Thiazide diuretics ("water pills")

Appendix 2

SUN-REACTIVE SKIN TYPES USED IN CLINICAL PRACTICE

SKIN TYPE	SKIN REACTIONS TO SOLAR RADIATION ^(a) EXAMPLES	EXAMPLES
I	Always burns easily and severely (painful burn). Tans little or none and peels.	People most often with fair skin, blue eyes, freckles. Unexposed skin is white.
II	Usually burns easily and severely (painful burn). Tans minimally or lightly, also peels.	People most often with fair skin; red or blonde hair; blue, hazel or even brown eyes. Unexposed skin is white.
III	Burns moderately and tans about average.	Normal average Caucasoid. Unexposed skin is white.
IV	Burns minimally, tans easily, and above average with each exposure. Exhibits IPD (immediate pigment darkening) reaction.	People with white or light brown skin, dark skin, dark brown hair, dark eyes. Unexposed skin is brown.
V	Rarely burns, tans easily and substantially. Always exhibits IPD reaction.	Unexposed skin is brown.
VI	Never burns and tans profusely; exhibits IPD reaction.	Unexposed skin is black.

(a) Based in the first 45-60 minutes (= 2-3 minimum erythema dose) exposure of the summer sun (early June) at sea level

(b) Rescinded IAB 3/29/06, effective 5/3/06.

Appendix 3
 POTENTIAL NEGATIVE HEALTH EFFECTS
 RELATED TO ULTRAVIOLET EXPOSURE

1. Increased risk of skin cancer later in life.
2. Increased risk of skin thickening, age spots, irregular pigmentation, and premature aging.
3. Possibility of burning or rash, especially if using any of the potential photosensitizing drugs and agents. The consumer should consult a physician before using a tanning device if using medications, if there is a history of skin problems or if the consumer is especially sensitive to sunlight.
4. Increased risk of eye damage unless proper eyewear is worn. Iowa law requires the use of proper eyewear during tanning sessions.

TANNING SYSTEMS

1. Low-pressure tanning systems use a higher percentage of UVB rays which penetrate only the upper layer of skin and can cause burning more easily than high-pressure tanning systems. Low-pressure systems require more frequent sessions to maintain a tan. High-intensity tanning systems use more lamps and shorter tanning sessions than low-intensity tanning systems. These are still classified as low-pressure systems.

2. High-pressure tanning systems use a higher percentage of UVA rays which penetrate more deeply and can permanently damage the lower layers of skin and increase the incidences of skin cancers. High-pressure systems require fewer and less frequent sessions to maintain a tan.

3. The exposure schedule for each specific unit is shown on the labeling on the tanning unit. Iowa law requires the operator to limit the exposure of each consumer to the exposure schedule shown on the unit in which the consumer is tanning.

These rules are intended to implement Iowa Code chapter 136D.

- [Filed 1/14/91, Notice 10/17/90—published 2/6/91, effective 3/13/91]
- [Filed 9/14/92, Notice 8/5/92—published 9/30/92, effective 11/4/92]
- [Filed 1/11/96, Notice 10/11/95—published 1/31/96, effective 3/6/96]
- [Filed 9/16/96, Notice 7/17/96—published 10/9/96, effective 11/16/96]
- [Filed 2/26/98, Notice 9/10/97—published 3/25/98, effective 4/29/98]
- [Filed 4/2/99, Notice 1/13/99—published 4/21/99, effective 7/1/99]
- [Filed 3/15/00, Notice 1/26/00—published 4/5/00, effective 5/10/00]
- [Filed 3/16/01, Notice 2/7/01—published 4/4/01, effective 5/9/01]
- [Filed 3/14/02, Notice 2/6/02—published 4/3/02, effective 5/8/02]
- [Filed 3/12/04, Notice 2/4/04—published 3/31/04, effective 5/5/04]
- [Filed 3/11/05, Notice 2/2/05—published 3/30/05, effective 5/4/05]
- [Filed 3/9/06, Notice 2/1/06—published 3/29/06, effective 5/3/06]
- [Filed 3/16/07, Notice 1/31/07—published 4/11/07, effective 5/16/07]
- [Filed 7/13/07, Notice 6/6/07—published 8/1/07, effective 9/5/07]
- [Filed 5/14/08, Notice 4/9/08—published 6/4/08, effective 7/9/08]



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

June 1, 2021

Story County Board of Supervisors
Lisa Heddens, Chairperson
Latifah Faisal, Vice Chairperson
Linda Murken

Dear Board of Supervisors:

Currently, the Story County Sheriff's Office is overstaffed by one Full Time Employee (FTE). The Board of Supervisors (BOS) authorized two overstaffed FTEs due to military activation of two of our detention officers in 2019-2020 being deployed overseas for approximately a one-year period. Upon their return to duty at the Sheriff's Office, our plan, through attrition was not fill the next two vacant positions, which would bring us down to the actual authorized number of FTEs. We have had one resignation in the jail leaving the Sheriff's Office with the one overstaffed position remaining.

Due to the pandemic, we have realized an increased workload along with jury selections now being done off site requiring additional staffing at the off site location to provide security for the public, Judge and the inmate(s). Now, as we are beginning the summer months with vacations and other leaves, I am asking the BOS to extend our current authorized strength, plus one, through December 31, 2021. We have received a letter from one of our current detention officers, Tanner Habhab, who is resigning and his last date of employment is June 15, 2021. Our current detention officer-hiring list has one person remaining. If this person is still available, I would like to finalize the hiring process with a start date as soon as possible.

Should you have any questions or concerns, please feel free to reach out to me at your soonest convenience. I look forward to your reply.

Respectfully submitted,

Paul H. Fitzgerald
Story County Sheriff

APPROVED **DENIED**

Board Member Initials: SKH

Meeting Date: 6-8-21

Follow-up action: _____



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

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

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 6-8-21
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Procurement of land for temporary disaster debris site
MEETING
DATE: June 8, 2021

As part of the 2021 work program, the Planning and Development Department is to procure a site for temporary disaster debris staging and processing. Processing and staging debris on a site prior to disposal facilitates an orderly and efficient recovery process. Additionally, Story County does not have a landfill and the Boone County Landfill's construction and demolition debris capacity is limited.

This item has been on previous work programs. In 2016, staff sent a letter to 82 property owners that met buffering requirements from residences, floodplain, and were within a quarter-mile of a highways. Staff sent letters to owners of commercial and industrial land, including Martin Marietta, and Iowa State University. Staff also reached out to County Departments. The department received back two questionnaires from landowners interested in working with the county. After working with the County Attorney's office to draft a lease and further discussions with the property owners about leasing property in 2018, they decided they were not interested.

In December of 2018, the department reached out to other County Departments to determine if any would be interested in jointly purchasing land that could be used as a temporary debris site in addition to another needed use. There was no interest. The Emergency Management Department suggested that Planning and Development reach out to cities in Story County to potentially coordinate on leasing, buying, or using city-owned property.

The cities of Maxwell and Nevada currently have debris sites and were initially interested in entering into a 28E agreement to allow the county to use the debris sites. After the 2020 derecho, it was determined that if a disaster affects a city as well, the sites would not be fully available. Additionally, the sites have portions in the floodplain/natural areas.

In response to the 2020 derecho, the county leased land that was the location of a former stover site for debris. The owner of this site had indicated that they were only interested in vegetative debris on the property.



Story County Planning and Development Department
Ph. 515-382-7245 Fax: 515-382-7294

At the joint Planning and Zoning Commission and Board of Supervisors meeting to discuss the 2021 work program, the purchasing of a debris site was again discussed. It was also suggested that staff reach out to county departments and bring up the need as part of the upcoming county space needs study.

Staff drafted the attached letter to send to property owners and inquire about their interest in selling the county land for a site. Selected property owners would be those with property approximately 10 acres to 20 acres in size, over a quarter mile from any residences, and in close proximity to a paved road. Other buffers from floodplain and nursing care facilities may also be applied. Staff anticipates this letter will be sent to approximately 100 property owners. The Planning and Zoning Commission reviewed the letter and recommended staff bring the item to the Board of Supervisors for review and action. They did want to confirm that this would be a temporary site and not used as a permanent landfill.

Staff would also appreciate any feedback on how to use the site when it is not being used for disaster debris storage and processing. For example, placing the site in hay or a crop for livestock feed that could easily be mowed in case of a disaster or in the Conservation Reserve Program.



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

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

June 3, 2021

NAME
ADDRESS
CITY, STATE, ZIP

Subject: Purchase of property for temporary disaster debris staging and processing

Dear NAME:

Story County is working to identify potential sites for the temporary storage and processing of construction, demolition, and other debris in the event of a natural disaster. In the event of a disaster, the county may use the site for debris from county-owned properties and roads and may open the site to the public to drop-off debris. Processing and staging debris on a site prior to disposal facilitates an orderly and efficient recovery process.

The county is pursuing several options for the location of the temporary storage and processing site, including purchasing private land. You are receiving this letter to gauge your interest in selling a portion or all of your property at _____ (Parcel ID __-__-__) to the county for this use. We are interested in sites that are approximately 10 acres to 20 acres in size, over a quarter mile from any residences, and in close proximity to a paved road.

If you are interested, please contact me at aschoeneman@storycountyiowa.gov or (515) 382-7251 to set up a time to further discuss your property and the county's plans for the temporary disaster debris site. We appreciate your consideration.

Sincerely,

Amelia Schoeneman
Planning and Development Director

PLEASE RECYCLE





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

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED **DENIED**
Board Member Initials: ARH
Meeting Date: 6-8-21
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Planner
RE: Site Development Plan for proposed mini-warehousing facility at [5615 Lincoln Highway, Ames \(Parcel #09-06-350-340\)](#)
DATE: June 8, 2021

Brant Lemer, the owner of the above parcel, is proposing a new mini-warehousing facility to be located at 5615 Lincoln Highway, Ames. On behalf of the property owner, Scott Renaud has acted as the applicant and has submitted site plans to Planning and Development. The mini-warehousing facility will consist of prefabricated shipping containers placed on gravel pads. Large and small shipping containers will be utilized, with dimensions of 8-feet-by-40-feet and 8-feet-by-20-feet, respectively. The applicant has indicated that the height of the shipping containers will vary, from 8 feet to 9 feet, 6 inches. For the shipping containers located on the north end of the property, the applicant has also proposed securing hoops to the shipping containers to create covered storage for recreational vehicles, campers, and boats. **Due to a lack of a recorded access easement, staff recommends denial of the request.**

The property is zoned Commercial/Light Industrial and Designated as Highway-Oriented Commercial in the Ames Urban Fringe Plan, with a Convenience Commercial Node.

District Requirements and General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter [86](#) and [88](#) of the Story County Land Development Regulations:

- **86.10 Commercial Light Industrial District:** All setback and height requirements are met. Due to the potential for visual impacts on neighboring properties from the storage of recreational vehicles, campers, and boats, however, if staff was able to recommend approval we would propose conditions for screening. Conditions are permitted under section 86.10(8) "No use shall 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. . . Conditions addressing such impacts shall be determined at the time of review of required permit." The conditions are further discussed below.
- **88.04 Access Requirements:** The property has frontage on Lincoln Highway. However, the accesses and drives used are on adjacent property under different ownership. A shared access easement is required to ensure that there is legal access to the property. The applicant first indicated that they had a prescriptive easement to use the drives. These are granted through a court order and no such easement exists. The property owner then provided a previous real



estate contract from 1959 that stated the property owner was allowed to use the drives and contended that this was a written easement. A contract from 2003 between the current property owner and a previous owner stated that the "Buyer acknowledges that the roadways within the Crestview Trailer Court are easements, unrecorded, and given by a third party." Staff provided these documents to the Assistant County Attorney Ethan Anderson. Anderson concluded that these did not satisfy the requirement for a recorded easement. The contracts are included on the agenda center.

After Anderson reached this conclusion, the applicant contacted the City of Ames to request a new access permit to the property, as the City controls the road right-of-way on this portion of Lincoln Highway, and this was one option staff suggested to the applicant and property owner to acquire legal access. However, the City has stated it is not able to grant access at this time, writing in an email to the applicant that "It is the opinion of our Legal staff that the property owner should exhaust any other methods to secure access before the City will approve a conditional access permit for non-conforming access. Meaning, if there is the possibility of getting prescriptive rights or easement/agreement over the existing drive aisle that needs to be done first."

Planning and Development staff have previously recommended that the property owner pursue a recorded access easement with the adjacent property owner. Alternatively, a prescriptive easement could be sought through a court order. To staff's knowledge, these options have not been pursued at this time.

- **88.05 Environmental and Natural Resource Standards:** The applicant will not be disturbing over an acre of area. A stormwater management plan is not required. The applicant has relayed plans to immediately stabilize disturbed areas with gravel, which meets the County's erosion control requirements.
- **88.08 Parking and Circulation Standards:** No new parking is proposed or required due to the facility not having an office on site. Related to the access easement issue, the site plan does show that traffic may circulate on the site using the drives owned by the adjacent property owner.
- **88.09 Site Lighting:** Lighting over 1,800 lumens is required to be shielded. The applicant has stated that existing site lighting will be used. If during an inspection site lighting is found to not be in compliance, it will have to be brought into compliance before a final zoning permit is issued.
- **88.11: Minimum Landscaping Standards:** The applicant is requesting alternative compliance to 88.11, which states that "An area equivalent to at least 20 percent impervious surface of a property to be developed (excluding single-family and two-family dwellings) shall be planted as landscaped areas." The applicant qualifies for alternative compliance under 88.17(A): "Preserves and incorporates existing vegetation in excess of minimum standards." Approximately 47% of the site will remain in greenspace, and staff recommend approval of the request for alternative compliance.



- **88.13 Traffic Impact Analysis:** A Traffic Impact Analysis was submitted. The analysis shows that the site will result in fewer than 11 trips per day. Access to the site is provided by Lincoln Highway, which intersects 500th Avenue to the west. The analysis showed 3,040 vehicles per day on the northern leg of 500th Avenue, while the southern leg is gravel and does not have a current traffic count from the Iowa Department of Transportation. Lincoln Highway has an average of 5,400 vehicles per day in front of the proposed site. No additional traffic study or improvements are needed. The Board of Supervisors may waive the Traffic Impact Analysis.

In the Commercial/Light Industrial zoning district, staff can apply conditions to prevent hazardous or obnoxious uses [\(86.10 \(8\)\)](#) and to ensure that site planning requirements are met. If approved, staff would recommend requiring the following conditions to be placed on the site plan and future zoning permits for the shipping containers:

- **Applicant will be required to provide screening on the northern ends of the hoop buildings and have indicated they will do so via landscaping that meets our requirements under [88.10](#), which states that screening can be accomplished with a “compact hedge of sufficient height and density to screen the view at maturity or within three years, whichever is first.” This condition serves to reduce the visual impacts of the hoop building storage for adjacent properties.**
- **Applicant will be required to provide screening on the southern ends of the hoop buildings via existing buildings, shipping containers, and vegetation that meets the requirements previously laid out in [88.10](#).**

If approved, staff would recommend requiring the following conditions in order for the hoop buildings to match the County’s definition of mini-warehousing and to address concerns from staff in regard to flooding on the property:

- The County’s definition of mini-warehousing is defined in [85.08](#) as “a building or group of buildings containing individual, compartmentalized, controlled access units for the inside storage of goods or wares.” In order to better meet this definition for the hoop buildings that will be storing recreational vehicles, boats, and campers, **we are requiring as a condition of the permits that the applicant provide controlled access by installing gates or other such closures on both the northern and southern ends of said buildings.**
- The applicant has stated that while the shipping containers themselves are watertight, they could float if floodwaters reach over 12 inches in depth. While the parcel is not in the floodplain, other departments have raised concerns about flooding on this property, and Environmental Health provided photos to the Planning and Development department of floodwaters on the property. Based on the photos provided, and a photo from the assessor’s office showing a high water line, staff believe floodwaters are capable of reaching a foot in depth on this property.

While the topographic map indicates there are high areas of ground on the north and northeast areas of the property that may not flood, the low area extends into multiple



sections that have been designated on the site plan as areas for shipping containers. The applicant has stated they will provide one anchor for shipping containers in flood prone areas if the County wishes them to do so. **Given that staff does not have clear evidence of the extent of the flood prone areas on the property, we are requiring a condition that all shipping containers be anchored.**

In addition to the above concerns, in prior cases of permitting shipping containers, the County has required them to be anchored, including when not in a floodplain.

Interagency Review

The site plan application was routed for interagency review, and departments provided these comments:

- The **Environmental Health** department commented that the rental house on a neighboring parcel to the east still depends on the lagoon on a neighboring parcel to the west of the parcel where the mini-warehousing facility is proposed to be located. The mound for the septic system is located on 0906350340 (the parcel in question here) for wastewater treatment. Until the house is connected to municipal sewer, it will be necessary to maintain the current septic system, which entails keeping all shipping containers off the mound and avoiding putting containers on the septic lines leading to the lagoon to the west.
- **Environmental Health** also advised that an easement would need to be sought for the septic system if the city does not annex the parcel and thereby provide municipal sewer hookups.
- **Engineering** advised that Lincoln Highway in this area is under the City of Ames' jurisdiction so any modifications within the road right-of-way needs to be approved by the City of Ames. They further advised that, although this land is not in the floodplain, it is prone to flooding.

Ames Urban Fringe Plan and Annexation

Staff is also aware that the parcel in question may be involuntarily annexed into the City of Ames, with the matter potentially being settled in mid-August. Ames City Council took action on the annexation on May 25th, and staff believes the City Development Board will be taking action on June 9th. As a cooperator in the Ames Urban Fringe Plan, the City of Ames was forwarded the applicant's site plan, and the City highlighted the following Ames Urban Fringe Plan policies as they relate to this property:

Fringe Plan References

Convenience Commercial Node (CVCN)

Convenience Commercial Node (CVCN) Convenience Commercial Nodes represent areas for neighborhood scale commercial development for conventional suburban residential developments and support a population base of 2000 – 3000 persons within a one to two mile radius. Total land area of a Convenience Commercial Node is generally between one and ten acres. Land use and



standards for building placement and materials, landscaping and screening, signage and lighting ensure compatibility between the commercial activity and adjacent residential land uses.

CVCN Policy 1: Require land uses that serve convenience and localized neighborhood needs and are functionally and aesthetically compatible with surrounding residential land uses.

CVCN Policy 5: Require annexation by the city before land is developed or further subdivided. In some cases, depending on the initial square footage to be developed, type of commercial use, or timing of development, the City may determine that convenience commercial node is to be rural in character and may not be required to be annexed until sometime after initial development.

CVCN Policy 6: Require urban infrastructure standards and subdivision standards, including urban right-of-way standards, urban street construction, urban sanitary and water systems and urban storm water management systems.

Additional Policies for All Areas

Goal 1.3: To provide adequate opportunities for commercial and industrial development.

Policy 1.3.4: Allow existing commercial and industrial uses to be maintained, expanded, or redeveloped. Limit new commercial and industrial development in areas in the Framework Map where the following conditions are met: • Adequate roads; • Adequate water and wastewater facilities are provided to serve the proposed industrial/commercial use, including the provision of water for fire suppression; and • Proposed development will be compatible with surrounding land uses.

If the site plan were approved, zoning permits issued, and containers installed prior to annexation, the property would be considered a nonconforming use. The annexation will likely be determined by mid-July. The city has higher landscaping and other building design standards for mini-warehouse facilities in the Highway Oriented Commercial Zoning District. This area may be larger than the 3-5 Convenience Commercial Node envisioned for the site after annexation. In their response, the city noted that "ideally the development of the site would occur within the City in conformance with the Fringe Plan policies." The city also raised the issue of the right of access to the site.

Recommendation

As the site plan does not meet all requirements in the Story County Land Development Regulations, Planning and Development staff recommend the board deny the site plan.

If denied, the applicant can continue to pursue either a 50-foot wide, written, recorded access easement with the adjacent property owner, or a prescriptive easement through a court order. The City of Ames relayed to the applicant that "If an easement or prescriptive rights cannot be acquired from the adjacent property, the City will need the access permit and its conditions agreed to in writing by the owner first, and then approved by the City to be recorded and become a covenant that runs with the property. The access permit will need to be drafted in a recordable format by our attorneys."



If the property owner acquires a written, recorded easement, prescriptive rights, or is granted access by the City of Ames, the property owner can resubmit the site plan with this information, provided it occurs prior to the involuntary annexation into the City of Ames. If annexation occurs, site plans would be reviewed by the City of Ames.

If the board were to conclude that the recorded access easement requirement were met against the conclusion of the County Attorney and Planning and Development Staff, we would recommend several conditions on the approval as follow.

- Alternative compliance to allow existing landscaping and open space to count towards the landscaping requirements is approved.
- Screening is required on the northern ends of the hoop buildings following 88.10 which states that screening can be accomplished with a “compact hedge of sufficient height and density to screen the view at maturity or within three years, whichever is first.”
- Screening is required on the southern ends of the hoop buildings via existing buildings, shipping containers, and vegetation that meets the requirements previously laid out in 88.10.
- Controlled access to the hoop buildings via gates or other such closures on both the northern and southern ends of said buildings is required.
- All shipping containers shall be anchored.

Since the site plan was pulled from the May 18, 2021, Board of Supervisors agenda at the request of the applicant, the City of Ames has taken action to approve an annexation request for the property and an Ames Urban Fringe Land Use Class Map Amendment to the Urban Service Area. Given the pending annexation, if the site plan were approved with the conditions, staff would have concerns about ensuring the conditions are met. If annexed, the property would come in to the city as a nonconforming use. Landscaping, anchoring, and controlled accesses to the units would be checked as part of a final inspection. However, the annexation may occur before a final inspection. The conditions are necessary to ensure that general site planning standards are met and protect public health, safety, and welfare. While the standards, with proposed conditions, would appear to be met on paper, there would be significant barriers to ensuring standards are met and are continued to be met as the site develops.

Finally, staff has concerns about approving a site plan that does not appear to meet standards for compatibility (functionally and aesthetically) with the surrounding area and does not meet city standards. These are policies of the Ames Urban Fringe Plan. While the county’s zoning regulations are solely under the authority of the county, the AUFPP serves as an important guiding document. Goal 4.1 for the Urban Service Area is “ensure that development and improvements in the Urban Fringe are consistent with Ames Urban Fringe Plan.”



V.G.H.

Instr. #7585 Fee \$2.00

CONTRACT FOR SALE OF REAL ESTATE

Form 7554B

Evening Journal, Nevada, Iowa

This Agreement Made this 3rd day of June A. D., 1959

Between Frieda E. Crane of the

County of Story and State of Iowa, party of the first part,

and Arthur D. Erickson and Glen E. Plum of the County

of Story and State of Iowa party of the second part, witnesseth as follows:

The party of the first part hereby agrees to sell to the party of the second part, on the performance of the agreement of the party of the second part, as hereinafter named, the following described real estate, situated in the County of Story and State of Iowa, to-wit:

Lots E, F, G, and lots 3 to 26 inclusive, all in Crestview Acres a subdivision the SW 1/4 Sec. 6, T83N R24W of the 5th P.M., Iowa.

for the sum of Twenty-five thousand dollars (\$25,000.00) DOLLARS payable as hereinafter mentioned. And said party of the second part in consideration of the premises, hereby agrees to and with the party of the first part to purchase the real estate above described with all improvements thereon

for the sum of Twenty-five thousand dollars (\$25,000.00) DOLLARS and to pay said sum therefor to the party of the first part, his heirs or assigns as follows:

Two-hundred and fifty (\$250.00) DOLLARS, on the execution of this agreement, the receipt whereof is hereby acknowledged, and the balance of

Twenty-four thousand and seven hundred fifty DOLLARS, as follows, to-wit:

Lots 3 to 26 inclusive to be paid for as used at the rate of \$12.00 per lot per month.

1. No interest will be collected during the life of this contract which is to run for 10 years (June 3, 1969)
2. The parties of the second part shall have the right in case of forfeiture of the contract to pay out lots 16 and 18 as though the contract was in force.
3. Parties of the second part shall have the right to use existing roads east and west of the trailer lots and shall maintain these roads.
4. Parties of the second part may contract to purchase within 2 years lots - 27, 84, 85, and 109 on terms similar to this contract.

108

The party of the first part agrees to furnish a complete abstract of title to said premises, showing good, clear and merchantable title, and he agrees to pay all taxes up to and including the year 1958, also he agrees to deliver the said premises in as good condition as the same may now be in, natural wear and tear excepted.

It is mutually agreed by and between the parties hereto, that the covenants herein contained shall be obligatory upon the heirs, executors, administrators or assigns of the respective parties, that

the time and times of payment are the essence and important part of this contract, and if any default is made in any of the payments or agreements above mentioned, the party of the second part shall have no claim in law or equity against the party of the first part, nor to the above mentioned real estate.

But if such sums of money are paid as aforesaid, promptly at the time or times agreed upon, the party of the first part will, on receiving said sums of money, execute and deliver, at his own cost and expense, a good and sufficient warranty deed in due form of law of said premises; and the said party of the second part shall, on receiving said deed, enter into immediate possession of said premises.

And it is further mutually agreed that Ames, Iowa shall be the place of settlement, where all payments and tenders of payments shall be made.

Fred E. Crane

Wm E. Plum

Arthur D. Erickson

STATE OF IOWA }
STORY County }

On this 7 day of June, A. D., 1957 before me
P. T. McNeil, Notary Public in and for

County, Iowa, personally appeared

Fred E. Crane, Wm E. Plum + Arthur D. Erickson

to me known to be the persons

named in and who executed the foregoing instrument, and acknowledged that they

executed the same as their voluntary act and deed.

P. T. McNeil
Notary Public in and for Said County.

STATE OF IOWA
STORY COUNTY
FILED
JUN 11 1957
Landed
Recorded
On page of
Ann W. R.

LAND CO

RECORD

SW
M
B
S
R

INST. NO. **03-03565**
STORY COUNTY, IOWA
FILED FOR RECORD

11:00
AM FEB 25 2003

SUSAN L. VANDE KAMP, Recorder
REC. FEE \$ 21.00 AUD. FEE \$ 5.00

Space above for recording data
Prepared by: John L. McKinney, 616 Kellogg Ave., Ames, Iowa; Tele: (515) 232-3023
Send Tax Statement to: Brant Lemer, 5615 W. Lincoln Way, Ames, IA 50014

REAL ESTATE CONTRACT

IT IS AGREED between Joseph E. Skaff and Diana L. Skaff, husband and wife ("Sellers"), and Brant Lemer, a single person ("Buyer").

Sellers agree to sell and Buyer agrees to buy real estate in Story County, Iowa, described as:

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), E, F, G, Twenty-seven (27), Fifty-nine (59), Eighty-two (82), Eighty-four (84), Eighty-five (85), Eighty-six (86), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), and One Hundred Eleven (111) in Crestview Acres, a Subdivision of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Six (6), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances, b. any covenants of record; c. any easements of record for public utilities, roads and highways; upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is \$300,000. Buyer shall pay the purchase price to Sellers at Ames, Iowa, or as directed by the Sellers as follows:

\$12,000 on March 1, 2003, and the Buyer shall receive a credit towards the remaining balance of \$288,000 of \$68,000 by assuming that certain promissory note with First National Bank, Ames, Iowa, dated May 10, 2002, in which Paul W. Nelson and the Sellers here were the makers and which note has an approximate balance of \$68,000. The remaining balance of \$220,000 to be paid as follows:

\$1,614.29 to be paid on April 5, 2003, May 5, 2003, and June 5, 2003. Then with the July 5, 2003, payment the sum of \$2,102.44, with a like amount on the 5th day of each succeeding month until the remaining balance is paid in full. It is provided, however, that the parties agree to meet on a monthly basis to examine the receipts and expenditures for the mobile home park and the Buyer shall pay additional amounts each month as determined by agreement of the parties, with said sums to be deducted from the then outstanding remaining balance. Buyer shall have the right to prepay without penalty.

2. **INTEREST.** Buyer shall pay interest from March 5, 2003, on the unpaid balance, at the rate of 8% per annum, payable monthly. Buyer shall also pay interest at the rate of 12% per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this Contract, computed from the date of the delinquency or advance. Monthly payment shall be considered delinquent if it is not paid within 10 days of it's due date. Interest shall first be deducted from monthly payment, with the balance to be applied to the outstanding balance.

3. **REAL ESTATE TAXES.** Sellers shall pay as they become due the regular real estate taxes for fiscal 2002-2003, to the date of Buyer's possession of the property; and any previous unpaid taxes. Buyer shall pay as they become due all real estate taxes after date of possession.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this Contract.

5. **POSSESSION.** Sellers shall give Buyer possession of the Real Estate on March 1, 2003, provided Buyer is not in default under this Contract.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyer shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyer shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyer as their interests may appear. Buyer shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this Contract and deliver it to Buyer for examination. It shall show merchantable title in Sellers in or conformity with this Contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full, however, Buyer reserves the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, build-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale. Also included: those mobile homes owned by the Sellers, the 1977 Dodge truck, the John Deere power mower, and all other various and sundry items of personal property which are currently part of the Crestview Mobile Home Park, which are used in operation and maintenance of said park.

9. **CARE OF PROPERTY.** Buyer shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this Contract. Buyer shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of the purchase price, Sellers shall convey the Real Estate to Buyer or their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this Contract, with special warranties as to acts of Sellers continuing up to the time of delivery of the Deed.

11. **FORFEITURE AND FORECLOSURE.** If Buyer fails to perform this contract in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code, and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract in accordance with the provisions of Chapter 654, The Code, in which event Buyer agrees to pay costs and attorney fees and any other expenses incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced, at Sellers' election, under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa. In the event of forfeiture, Buyers shall be considered tenants holding over after termination of a lease upon the filing of the affidavit under Sec. 656.5 of the Iowa Code.

12. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Seller, so as not to prejudice the Buyer's equity herein. Should seller fail to pay, Buyer may pay any such sums in default, and shall receive credit on this contract for such sums so paid.

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

14. **CONDITION OF PROPERTY.** Buyer has inspected the home on the property and the various mobile homes and the other personal property that is included in this sale and is thoroughly acquainted with their condition. Buyer agrees to purchase them "as is" and in their present condition, subject to reasonable use, wear, tear, and natural deterioration between now and closing. Buyer acknowledges that full disclosure has been made to him by the Sellers of the condition of the property, including the sewage problem, with respect to the sewage lagoon that is the subject of an Iowa Department of Natural Resources inquiry. Buyer further acknowledges that he has had full access to the property to make such inspections as he desires before closing.

15. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract.

16. **PERSONAL PROPERTY.** If this Contract includes the sale of any personal property, Buyer grants the Sellers a security interest in the personal property and Buyer shall execute the necessary financing statements and deliver them to Sellers.

17. **CONSTRUCTION.** Words and phrases in this Contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. **SUCCESSORS IN INTEREST.** This agreement shall be binding upon and inure to the benefit of the parties, their successor's assigns and personal representatives.

19. **ADDITIONAL PROVISIONS.**

a. Sellers do, by this contract, make assignment to the Buyer of any security deposits and all rents from and after March 1, 2003. Additionally, assignment is made of the leases that are currently in operation in said mobile home court.

b. Sellers agree to obtain titles to the mobile homes that are a part of this sale.

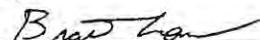
c. Buyer acknowledges that the roadways within the Crestview Trailer Court are easements, unrecorded, and given by a third party. Additionally, Buyer acknowledges that one half of the sewage lagoon is owned by a third party.

d. Buyer acknowledges that he will be responsible for the maintenance of the roads that service the mobile home park.

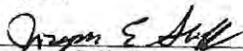
e. The parties agree that any expenditures concerning the sewage lagoon or required by Iowa DNR regulation that exceed \$5,000 will be grounds for renegotiation of the purchase price, at the option of the buyer. Buyer shall fully apprise Sellers of any said proposed expenditures. Parties shall reasonably renegotiate in good faith.

Dated: 3 day of FEB, 2003.

Buyer


Brant Lemer

Sellers


Joseph E. Skaff


Diana L. Skaff

STATE OF IOWA)
) SS.
COUNTY OF STORY)

On this 3rd day of February, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph E. Skaff and Diana L. Skaff, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



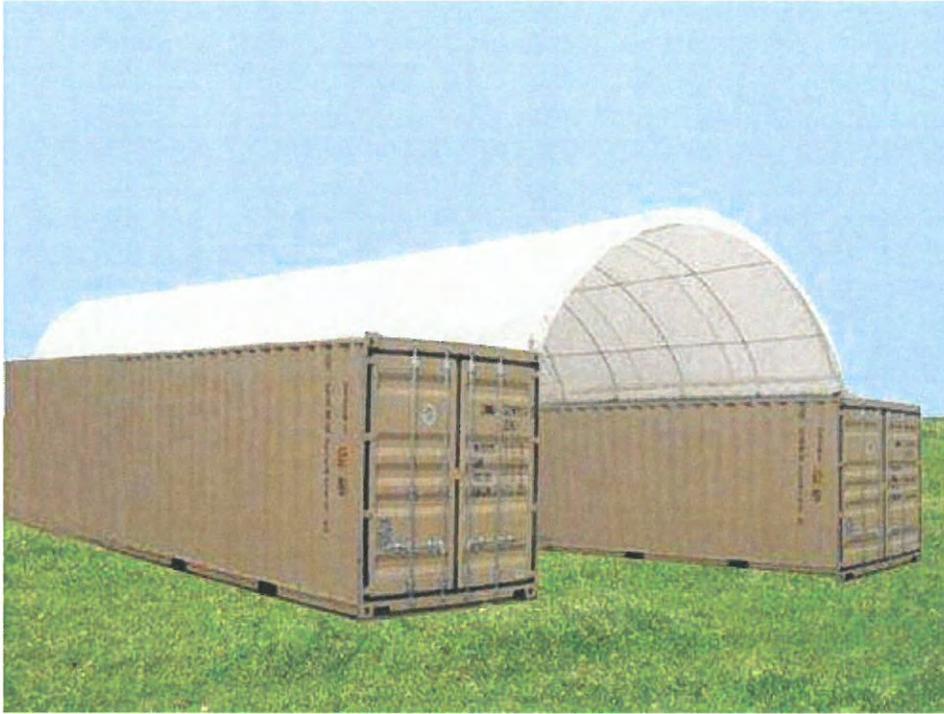
John L. McKinney
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS.
COUNTY OF STORY)

On this 3rd day of February, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brant Lemer, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



John L. McKinney
Notary Public in and for the
State of Iowa





CURRENT SITE WITH LIDAR CONTOURS



2015 SITE PHOTO - MOBILE HOME PARK



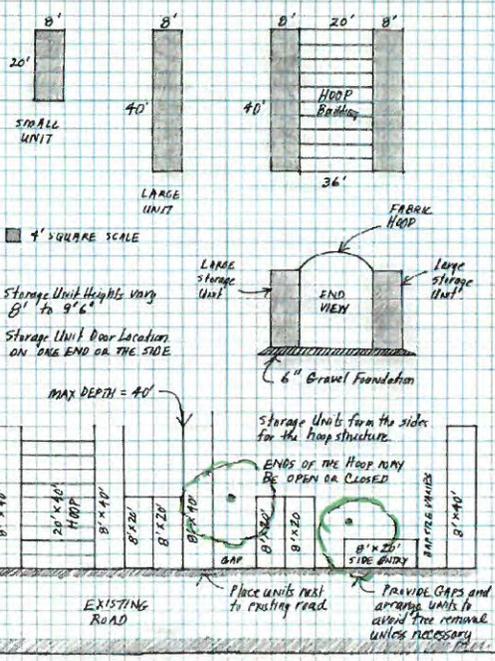
**STORAGE UNIT SITE PLAN
5615 LINCOLN WAY
AMES
IOWA
2021**

SITE PLAN DATA

NAME OF PROJECT Lemer Storage
PROJECT ADDRESS 5615 Lincoln Way
OWNER Brant Lemer
 Lemer Land Holdings, LLC
 5615 Lincoln Way
 Ames, Iowa 50014
 Phone - (515) 231-5115
 email: crestviewmhp@gmail.com
APPLICANT Same as owner
PREPARED BY Scott Renaud, P.E.
 Renaud Engineering LLC
 PO Box 662
 Ames, Iowa 50010
 Phone - (515) 418-1877
 Email - renaudeng@gmail.com
LEGAL DESCRIPTION Irregular Parcel Description
 Story County Parcel ID 0906350340
SITE AREA 3.19 Acres
ZONING C-Li (Commercial/Light Industrial District)
BULK REGULATIONS Minimum Lot Area - No minimum
 Minimum Lot Width - No minimum
 Minimum Front Yard = 50 feet
 Minimum Side Yard = 0 feet
 Minimum Rear Yard = 20 feet
 Maximum Height = 45 feet
 Corner setback requirements are not listed
ELEVATION DATUM USGS
STORMWATER MANAGEMENT PLAN Less than 1 acre of hard surface being replaced.
PARKING REQUIREMENTS Entire area is parking for storage. No parking requirement.

GREENSPACE CALCULATIONS
 Minimum Greenspace (sf) = 65,820
 Maximum New Impervious (sf) = 43,560
 % Greenspace = Req'd greenspace = 20%. Provided greenspace = 47% of site.
Requesting alternative landscape compliance under Ch. 88.11 that preserves and incorporates existing vegetation in excess of minimum standards (alternative from Ch. 88.17)

STORAGE UNIT OPTIONS



Place units next to existing road. Provide GAPS and arrange units to avoid tree removal unless necessary.



CURRENT SITE WITH LIDAR CONTOURS



2015 SITE PHOTO - MOBILE HOME PARK

**TRAFFIC IMPACT STUDY
LEMER STORAGE SITE PLAN
5615 Lincoln Highway, Ames, Iowa**

This traffic impact study was prepared by me and I am a duly registered Professional Engineer in the State of Iowa.

Scott Renaud, P.E.
Iowa Registration No. 12019
My license expires December 31, 2022

Date

This is a traffic impact study for Lemer Storage, 5615 Lincoln Highway in west Ames, Iowa. The site is 3.19 acres. The proposed site will have approximately 40 storage units and 20 RV storage spaces. The actual amount of units will vary but the expected maximum number of units is 60 units (40/20).

This site was previously a mobile home park with 54-58 trailers. The park had been a long term use prior to its removal in July of 2017. The traffic generated by the previous mobile home park would have been expected to be 7 to 10 times *higher* than the proposed storage use. A mobile home park would be expected to generate 7-10 trips per day for a total of 380 to 580 trips per day. The storage use is a dramatically lower traffic use.

This study is in general conformance with Story County Ordinance 88.13 - Traffic Impact and Analysis and Study. The storage use is a low volume traffic generator with traffic *considerably* less than 100 average daily trips.

This area is being involuntarily annexed in the near future (mid 2020?) into the City of Ames. The City of Ames is conducting a traffic study of the area as part of the annexation based on the projected zoning and land use in the City of Ames. The storage will be a non-conforming use in the City and as such will eventually be re-developed into uses that are in conformance with Ames zoning. The Ames zoning is not known at this time. The site is surrounded by a much larger area that will direct the zoning for the remaining, smaller parcels along Lincoln Way including this parcel.

Given the low traffic volume and the transitional nature of the storage use it should not be necessary to perform a detailed traffic impact analysis as this analysis would conflict with future zoning and the City of Ames traffic study. Therefore this study is focused on the required information for the Traffic Impact Analysis only (Code 83.13.3).

Table A shows the projected average daily trips from the storage site to be less than 11 trips per day. This should not be an unexpected low volume; traffic from storage areas is extremely low as units are not visited on any regular basis.

Figure A shows the area of the traffic study 1/4 mile from the project site. This contains only two traffic nodes; a west node at 500th Avenue and Lincoln Highway and an east node at Wilder Avenue and Lincoln Way. Figure B shows the IDOT 2019 traffic volumes for 500th and Lincoln Highway.

500th Street has an ADT of 3,040 vehicles per day (vph) on the north leg of the intersection. The south leg is gravel and a low volume road without a current traffic count.

Lincoln Highway (County) has an ADT of 5,400 vpd in front of the project site. The volume drops to 930 vpd west of 500th Avenue. The traffic at Wilder Avenue on Lincoln Way (City) is 6,300 vpd. It drops to 5,400 west of the node.

The amount of traffic added is very small in relation to the current traffic volume; less than 0.2% of traffic would be attributable to the storage use.

Also attached is the traffic accident data for the segment 1/4 mile each direction of the access point of the site. In 10 years there were 10 recorded accidents; an average of 1 per year. The accidents were minor in nature with property damage being listed as the result for 8 of the accidents with 2 showing an unspecified injury.

All the street intersections and the site intersection have excellent visibility.

No street or intersection improvements should be necessary for the storage use.

**LEMER STORAGE SITE
TRAFFIC PROJECTIONS**

5615 Lincoln Highway, Ames, Iowa

TABLE A: Project Trip Generation (ITE Trip Rates)

ITE Land Use	Unit	ADT	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Trip Rates Mini-Warehouse	100 Storage Units (or 100 RV Spaces)	17.960	0.710	0.680	1.390	0.980	0.970	1.950
Project Trip Generation								
Self Storage	40	7.184	0.284	0.272	0.556	0.392	0.388	0.780
RV Storage	20	3.592	0.142	0.136	0.278	0.196	0.194	0.390
	TOTAL =	10.776	0.426	0.408	0.834	0.588	0.582	1.170

TABLE COMMENTS

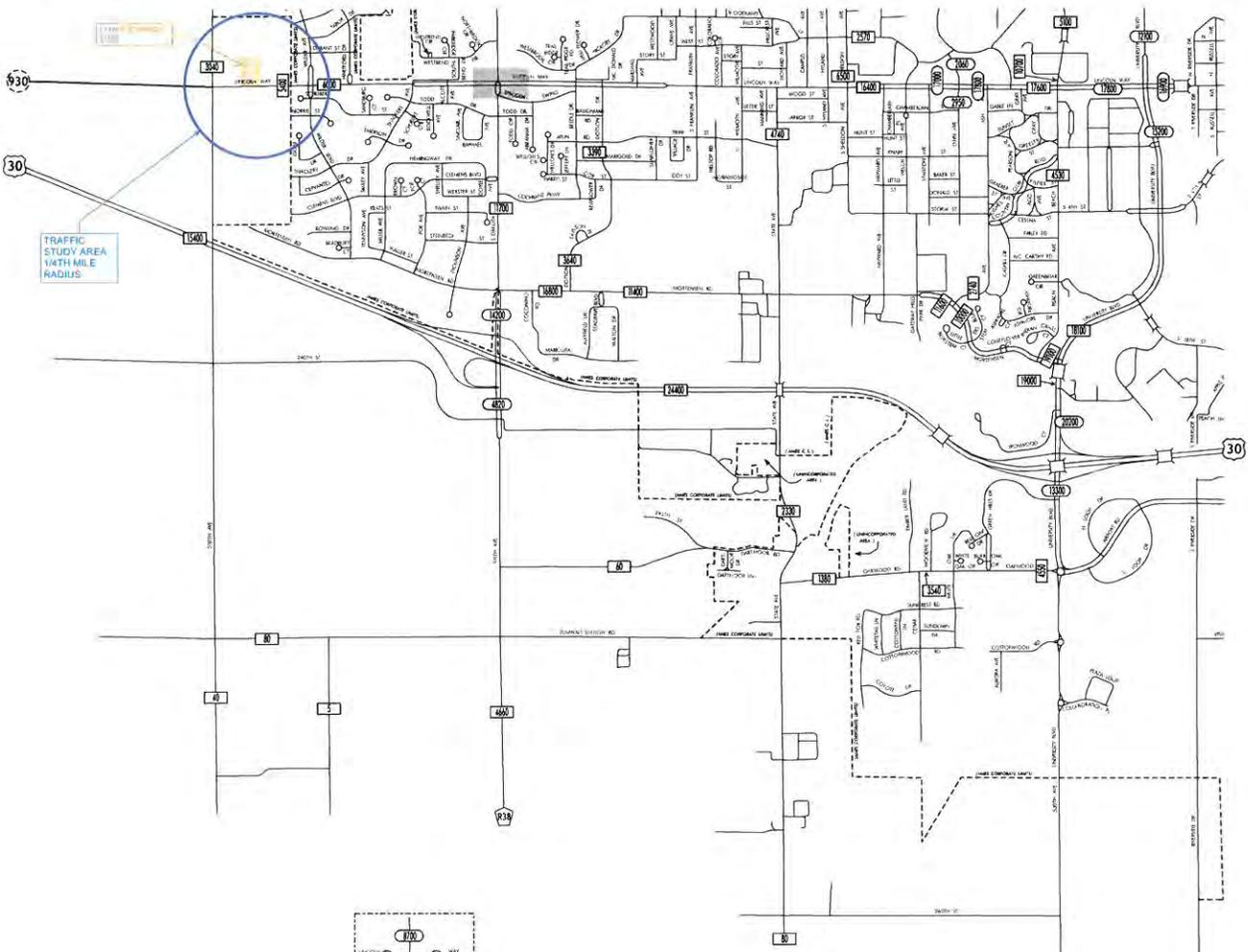
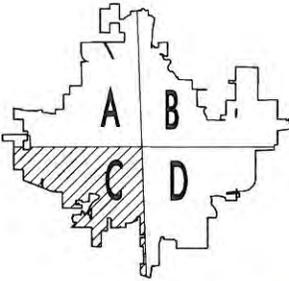
The potential trip generation of the proposed project was calculated using trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition (2017) for self-storage use (Land Use Code 151: Mini-Warehouse). Although ITE does not have trip rates for RV storage use, the trip-generating characteristics of an RV storage use closely resemble those of a self-storage (mini-warehouse) use. Table A presents the trip generation estimate using the ITE (Land Use Code 151) trip rates for the proposed project of 40 self-storage units and 20 RV storage spaces (considered "units" for purposes of the trip generation).

TRAFFIC FLOW MAP OF

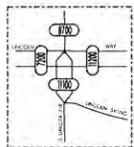
AMES C

STORY COUNTY

2019 ANNUAL AVERAGE DAILY TRAFFIC



TRAFFIC STUDY AREA
1/4TH MILE
RADIUS



**IDOT TRAFFIC COUNTS
FIGURE B**

PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND PROGRAMMING
OFFICE OF SYSTEM PLANNING
PHONE (515) 239-1289

LEGEND

RECORDED ONLY
MANUAL COUNT



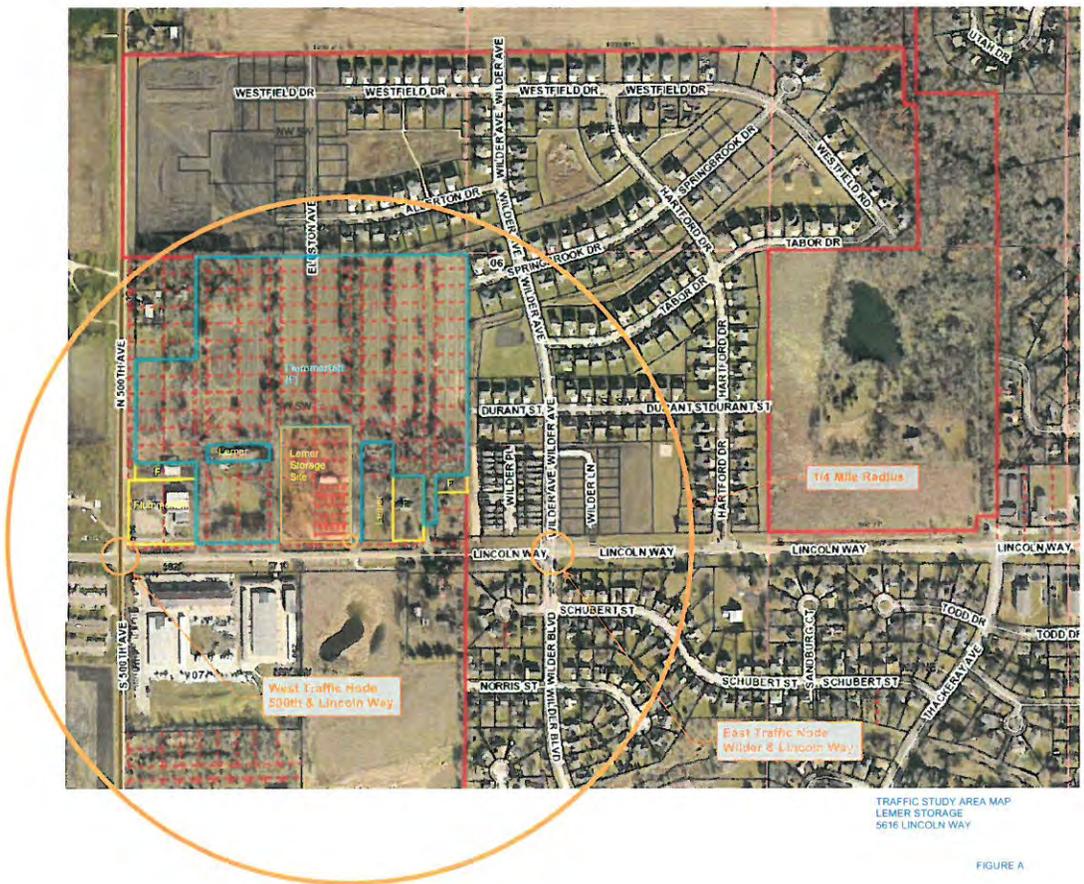


FIGURE A



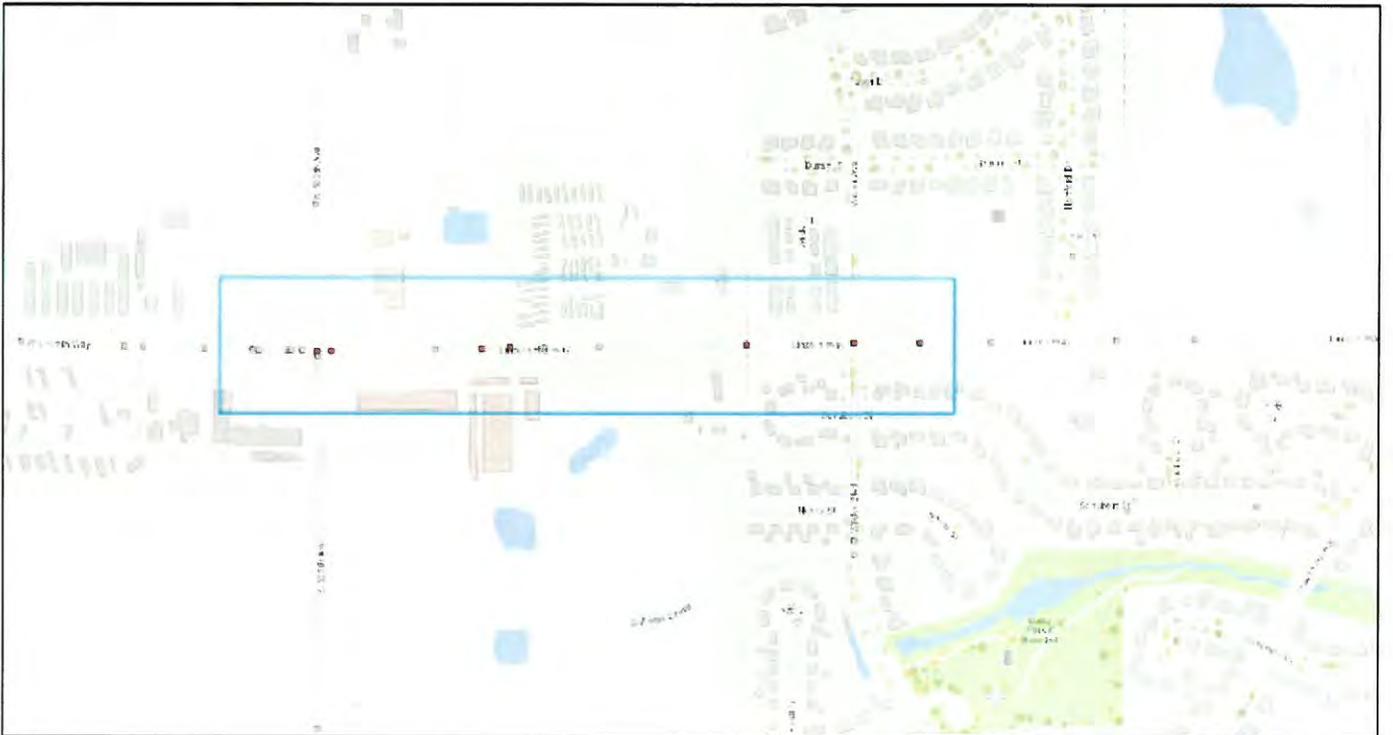
Iowa Crash Analysis Tool
Quick Report
2010-2021

Crash Severity	10
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	0
Possible/Unknown Injury Crash	2
Property Damage Only	8

Injury Status Summary	2
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	0
Possible (complaint of pain/injury)	1
Unknown	1

Property/Vehicles/Occupants	
Property Damage Total (dollars):	55,590.00
Average (per crash dollars):	5,559.00
Total Vehicles:	16.00
Average (per crash):	1.60
Total Occupants:	20.00
Average (per crash):	2.00

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.10
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.00
Possible/Unknown Injuries/Crash:	0.10





Iowa Crash Analysis Tool
Quick Report
2010-2021

Meeting the following criteria

Jurisdiction: Cities (Ames)
Year: 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021
Map Selection: Yes
Filter: None

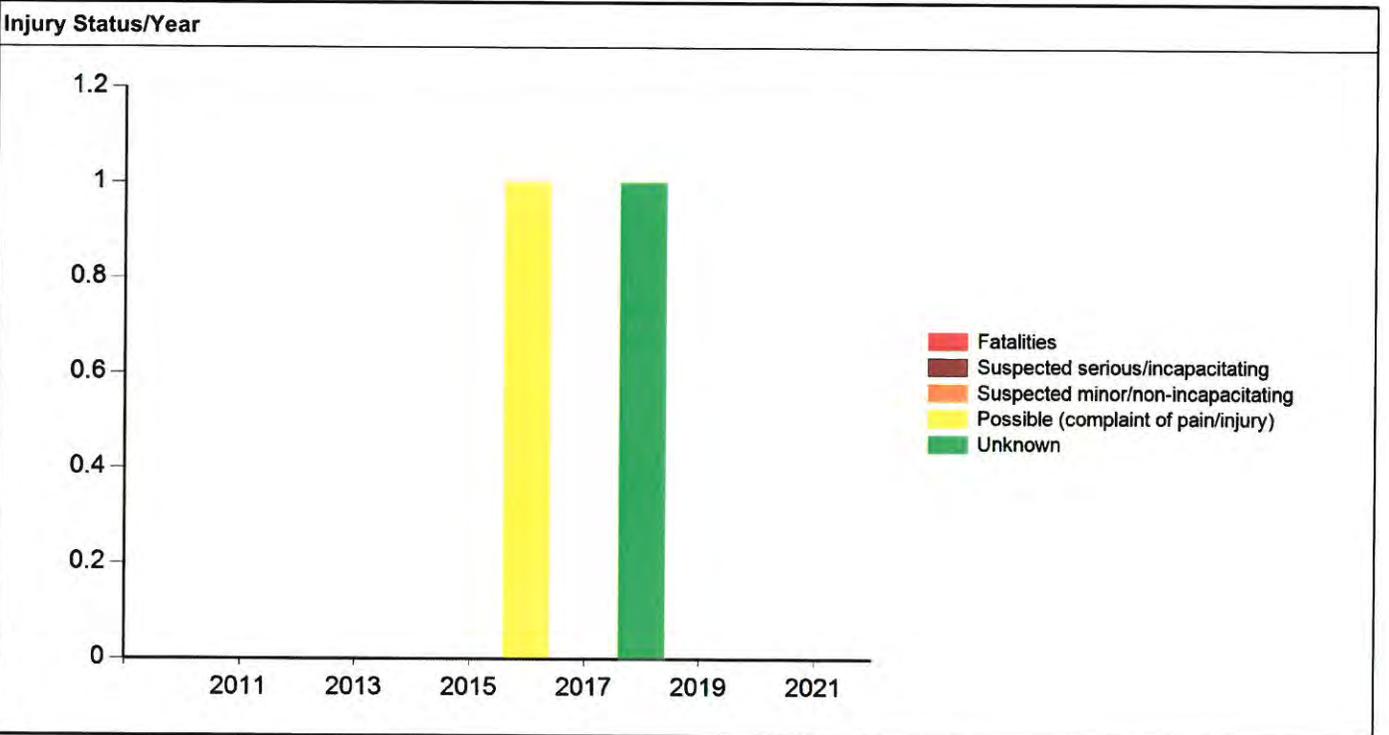
Analyst Information

Empty box for analyst information.



Iowa Crash Analysis Tool
Quick Report
2010-2021

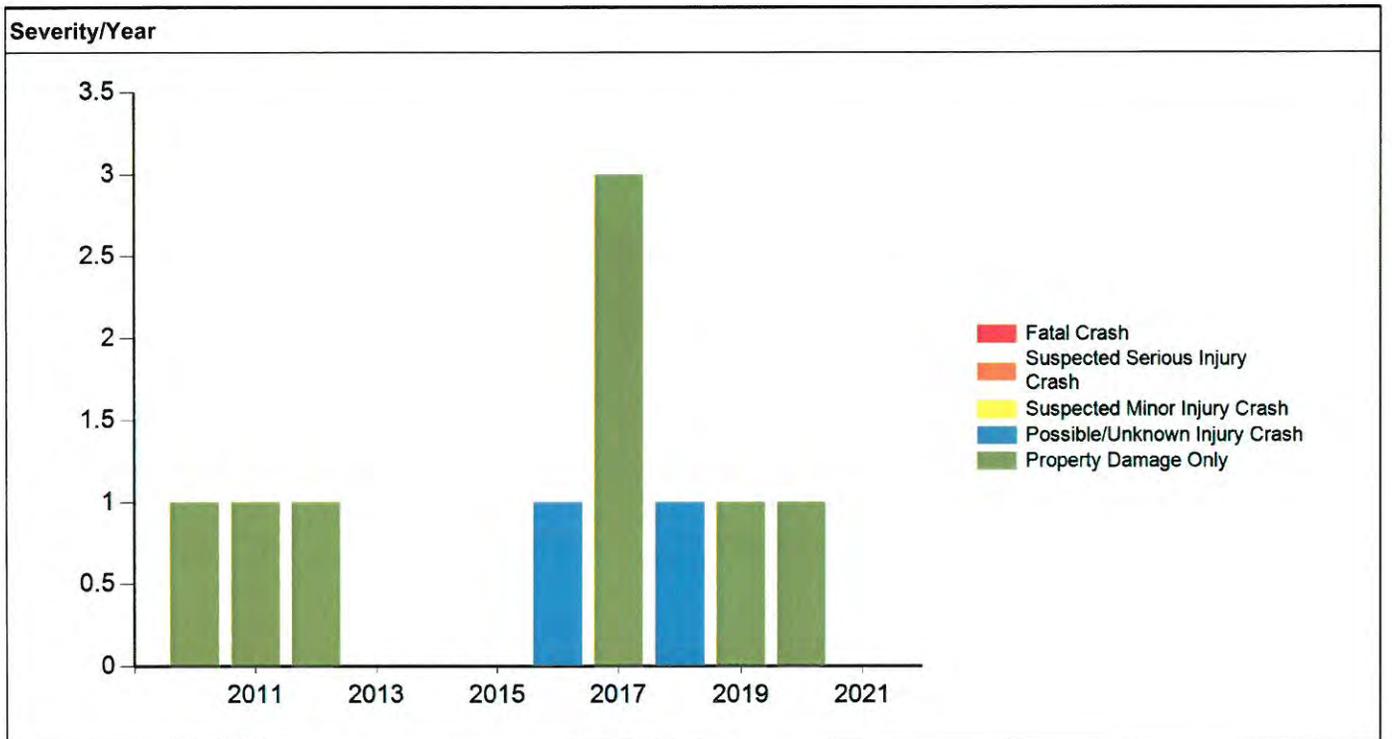
Injury Status - Annual						
Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Unknown	Total
2010	0	0	0	0	0	0
2011	0	0	0	0	0	0
2012	0	0	0	0	0	0
2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	0	0	0
2016	0	0	0	1	0	1
2017	0	0	0	0	0	0
2018	0	0	0	0	1	1
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0
Total	0	0	0	1	1	2





Iowa Crash Analysis Tool
Quick Report
2010-2021

Crash Severity - Annual						
Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total
2010	0	0	0	0	1	1
2011	0	0	0	0	1	1
2012	0	0	0	0	1	1
2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	0	0	0
2016	0	0	0	1	0	1
2017	0	0	0	0	3	3
2018	0	0	0	1	0	1
2019	0	0	0	0	1	1
2020	0	0	0	0	1	1
2021	0	0	0	0	0	0
Total	0	0	0	2	8	10





Iowa Crash Analysis Tool
Quick Report
2010-2021

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	0	0	0	0
= 17	0	1	0	0	1
= 18	2	0	0	0	2
= 19	0	0	0	0	0
= 20	1	2	0	0	3
>= 21 and <= 24	2	1	0	0	3
>= 25 and <= 29	0	1	0	0	1
>= 30 and <= 34	0	1	0	0	1
>= 35 and <= 39	1	0	0	0	1
>= 40 and <= 44	1	0	0	0	1
>= 45 and <= 49	1	2	0	0	3
>= 50 and <= 54	0	0	0	0	0
>= 55 and <= 59	0	0	0	0	0
>= 60 and <= 64	0	0	0	0	0
>= 65 and <= 69	0	0	0	0	0
>= 70 and <= 74	0	0	0	0	0
>= 75 and <= 79	0	0	0	0	0
>= 80 and <= 84	0	0	0	0	0
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	0	0	0	0
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	0	0	0
Total	8	8	0	0	16

Alcohol Test Given	16
None	16
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	0

Drug Test Given	16
None	16
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	0

Drug Test Result	7
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	7
Other	0

Drug/Alcohol Related	10
Drug	0
Alcohol (< Statutory)	0
Alcohol (Statutory)	0
Drug and Alcohol (< Statutory)	0
Drug and Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	0
None Indicated	10



**Iowa Crash Analysis Tool
Quick Report
2010-2021**

Time of Day/Day of Week														
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Monday	0	0	0	0	1	0	0	0	1	0	1	0	0	3
Tuesday	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wednesday	0	0	0	0	0	0	0	1	0	2	0	0	0	3
Thursday	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Friday	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Saturday	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Total	0	0	0	0	1	0	0	1	3	3	2	0	0	10

Manner of Crash Collision		10	Surface Conditions		10
Non-collision (single vehicle)	3		Dry	6	
Head-on (front to front)	0		Wet	1	
Rear-end (front to rear)	1		Ice/frost	0	
Angle, oncoming left turn	2		Snow	2	
Broadside (front to side)	3		Slush	0	
Sideswipe, same direction	0		Mud, dirt	0	
Sideswipe, opposite direction	0		Water (standing or moving)	0	
Rear to rear	0		Sand	0	
Rear to side	0		Oil	0	
Not reported	1		Gravel	0	
Other	0		Not reported	1	
Unknown	0		Other	0	
			Unknown	0	

Fixed Object Struck			16
Bridge overhead structure	0	Bridge pier or support	0
Bridge/bridge rail parapet	0	Curb/island/raised median	0
Ditch	4	Embankment	0
Ground	0	Culvert/pipe opening	0
Guardrail - face	0	Guardrail - end	0
Concrete traffic barrier (median or right sid...	0	Other traffic barrier	0
Cable barrier	0	Impact attenuator/crash cushion	0
Utility pole/light support	1	Traffic sign support	0
Traffic signal support	0	Other post/pole/support	0
Fire hydrant	0	Mailbox	0
Tree	0	Landscape/shrubbery	0
Snow bank	0	Fence	0
Wall	0	Building	0
Other fixed object	0	None (no fixed object struck)	11



Iowa Crash Analysis Tool
Quick Report
2010-2021

Major Cause		10
Animal	1	0
Ran stop sign	2	0
FTYROW: At uncontrolled intersection	0	0
FTYROW: From stop sign	0	0
FTYROW: Making left turn	0	0
FTYROW: From parked position	0	0
FTYROW: Other	0	0
Disregarded RR Signal	0	0
Crossed median (divided)	0	0
Aggressive driving/road rage	0	1
Exceeded authorized speed	0	0
Operating vehicle in an reckless, erratic, ca...	1	1
Passing: On wrong side	0	0
Passing: With insufficient distance/inadequa...	0	0
Passing: Other passing	0	1
Driver Distraction: Manual operation of an e...	0	0
Driver Distraction: Talking on a hands free ...	0	0
Driver Distraction: Other electronic device ...	0	0
Driver Distraction: Unrestrained animal	0	0
Driver Distraction: Inattentive/lost in thou...	0	0
Driver Distraction: Exterior distraction	0	2
Ran off road - straight	0	0
Lost control	0	0
Over correcting/over steering	1	0
Failure to signal intentions	0	0
Vehicle stopped on railroad tracks	0	0
Other: Improper operation	0	0
Other: Disregarded signs/road markings	0	0
Downhill runaway	0	0
Towing improperly	0	0
Equipment failure	0	0
Other: Getting off/out of vehicle	0	0
Improper backing	0	0
Illegally parked/unattended	0	0
Operator inexperience	0	0
Unknown	0	0
Other: No improper action	0	0



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

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

June 3, 2021

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

RE: ASSET Policies and Procedures – Annual Revisions for Approval

Dear Board of Supervisors,

Attached is a copy of the ASSET Policy and Procedures Manual with proposed revisions as indicated. The policies and procedures have been updated to add clarifying language throughout the manual, remove forms and make them available on the website for greater convenience, and make other key changes as outlined below.

Key revisions are as follows:

- **Page 5** – Added Records Retention Policy – 5 years.
- **Page 7** – Clarified language in Agency Participation section to divide into two sections (New Agency Application Process and All Agency Requirements).
- **Page 7** – Increased the budget limit from \$100,000 to \$250,000 for agencies required to provide proof of an audit.
- **Page 8** – Under Funding Process –
 - F – Added agency attendance requirement for annual training sessions;
 - J – Added language to reference funding recommendations being posted on the website following funding approval.
 - K – Added language to reference letters sent to agencies and their governing bodies following funding approval.
- **Appendix A – page 11-12:** Removed the application for ASSET Agency Participation and made it available on the website.
- **Appendix B – page 13:** Removed Service Codes; Conflict of Interest form is the new Appendix B.
- **Appendix C** – removed Notification of New or Expanded Service Form and made it available on the website.

Approval is requested.

Respectfully,

A handwritten signature in black ink, appearing to read "Sandra King".

Sandra King
Director of External Operations and County Services

Attachment – ASSET Policies and Procedures Manual

ASSET

POLICIES & PROCEDURES

APPROVED

DENIED

Board Member Initials: JKH

Meeting Date: 6-8-21

Follow-up action: _____

July 2021

www.storycountyasset.org

Sponsoring Organizations:

City of Ames
Story County
United Way of Story County
ISU Student Government

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POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- C. United Way of Story County (UWSC)
- D. ISU Student Government

III. TEAM STRUCTURE

- A. The City, County, UWSC, and ISU Student Government shall each appoint six (6) volunteers as voting members of the team (Volunteers).
- B. The City, County, UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting board members for the purpose of ASSET business (Staff).
- C. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

IV. TERMINATION

A Sponsoring Organization may withdraw its participation in the Intergovernmental/ Agency Agreement to Fund Administrative Services for the ASSET Process on written notice to the other Sponsoring Organizations. Written notice shall be given no later than July 1 of any given year and termination will be effective June 30 of the following year. A shorter notice period may be granted upon agreement of the other Sponsoring Organizations though date of termination shall remain June 30 of the given fiscal year. Each Sponsoring Organizations shall remain liable for its pro rata share of expenses until withdrawal takes effect.

Upon withdrawal of a Sponsoring Organization, the remaining Sponsoring Organizations shall be responsible for equally contributing to the contract to fund the yearly expense for administrative services. A new or amended intergovernmental/agency funding agreement shall be filed with the Iowa Secretary of State as soon as is practical upon the withdrawal of any Sponsoring Organization.

V. TENURE OF MEMBERS

- A. The terms of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms.
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An un-expired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than two (2) consecutive full terms, except the Past Chair, Chair or Chair Elect may serve longer in order to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of seven consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill their responsibilities, the Volunteers may, by a simple majority vote of quorum, request that a Funder appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify an Administrative Team member, or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.
- G. All Volunteers and Staff are required to sign a Conflict of Interest form annually as described on the form (Appendix B).

VI. OFFICERS

- A. Officers shall be Chair, Chair-Elect, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.
- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that volunteer leave the ASSET process.
- E. The ASSET Chair is authorized to sign contracts and agreements on behalf of

ASSET with respect to operations of the ASSET board. The Chair-Elect may sign if the Chair is unavailable.

VII. ASSET OPERATIONS

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law. If circumstances warrant it, a meeting of ASSET may be cancelled by the Administrative Team. An announcement of meeting cancellation will be posted and notice sent to members and participating agencies as soon as possible under the circumstances.
- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall and the ASSET website (<http://www.storycountyasset.org>), at least three days prior to the meeting, and notification sent electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each Funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days written notice to the Volunteers and Staff by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.
- H. ASSET records will be retained for five years. This includes but is not limited to budget books, Administrative Team meeting agendas and minutes, ASSET Board meeting agendas and minutes, agency audits and form 990s, agency applications, agency requests for new/expanded services, and other agency correspondence.

VIII. ADMINISTRATIVE TEAM OPERATIONS

- A. Staff members, the Chair, the immediate past Chair, the Chair-Elect, and the Treasurer, shall serve as an Administrative Team.
- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be

cancelled by the Chair or Chair Elect.

- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

IX. COMMITTEES

- A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:
 - 1. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.
 - 2. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.
 - 3. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

X. DUTIES AND RESPONSIBILITIES OF ASSET

- A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from the Funders;
- B. To set a timetable each year for the funding recommendation process;
- C. To organize hearings for agency presentations regarding their proposed budgets and program plans;
- D. To review services and code definitions as assigned to agencies for use in the budget and billing process;
- E. To meet with the Funders at least twice yearly. At these meetings each Funder has one vote. A majority of Funders constitutes quorum;
- F. To give timely reports on funding recommendation decisions to the Funders and to the agencies;

- G. To develop and maintain an index of services offered in Story County (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.);
- H. To perform any specific task that the Funders might request of ASSET.

XI. AGENCY PARTICIPATION

New Agency Application Process

- A. Agencies seeking funding eligibility must be serving clients within the geographic area of Story County and shall meet the criteria outlined in the Application for ASSET Agency Participation (Appendix A). The application form can be found under the "Forms and Resources" tab on the ASSET website www.storycountyasset.org.
- B. Agencies shall complete required forms, and present verification of the stated criteria. All application documents shall be submitted to the ASSET Administrative Assistant to distribute to the ASSET Administrative Team.
- C. The ASSET Administrative Team shall insure that the forms are complete and make recommendations to the Volunteers. The Volunteers will then approve or disapprove the recommendation.
- D. A written notification shall be sent to the Agency, stating its acceptance or the reason why it was not accepted.
- E. Approval of an applicant Agency does not guarantee a subsequent dollar allocation.

All Agency Requirements

- F. Agencies and services will be reviewed annually by ASSET, through the agency visit and budget process.
- G. Agencies shall annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP). These reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
 - 1. Agencies with an annual budget below \$250,000 must, at least, submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.
 - 2. Agencies with an annual budget of \$250,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.
- H. Any Agency may request to be placed on the ASSET or Administrative Team agenda by contacting the Administrative Assistant storycountyasset@gmail.com.

XII. FUNDING PROCESS

- A. Each Agency requesting funding shall be assigned to one or more of the three focus areas (Education, Financial Stability, or Health).
- B. Each Volunteer shall be assigned to only one focus area and shall review the services within that area.
- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms for all approved services to ASSET by the date stated in the yearly ASSET calendar.
- E. Agencies must timely post Board of Directors meeting minutes to the virtual platform used by ASSET.
- F. The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar. Agency attendance at this meeting is required.
- G. Volunteers shall conduct Liaison visits to individual agencies as scheduled on the ASSET calendar.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and work sessions are completed and approved by the ASSET Board.
- J. Funding recommendations will be posted on the website by the date stated on the ASSET calendar.
- K. Letters will be sent to the agencies and their governing bodies sharing Funders' approval of funding, by the date stated on the ASSET calendar.
- L. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated.
- M. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

XIII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program needs, and effectiveness of current delivery;
- C. Evaluate the need for new or modified services and/or duplication of services.
- D. Promote and encourage collaboration among agencies for efficiencies.
- E. Review agency updates and reports on services as documented through Clear Impact Scorecard and other reporting documents.

XIV. CHANGES IN SERVICES

- A. Any ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, will report this information to the ASSET Administrative Team by completing and submitting the "Notification of New or Expanded Service" form by the date stated in the ASSET calendar. The Notification of New or Expanded Service form can be found under the "Forms and Resources" tab on the ASSET website located at www.storycountyasset.org.
- B. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County Community Needs Assessment. Service changes should include increases in service beyond the normal expected growth, new or different services that impact staffing, or services that result in new clientele.
- C. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board of the new/expanded service(s). This review and informing ASSET is not a commitment to funding. If ASSET requests additional information, a committee of Volunteers may be appointed to gather more information and report its finding to ASSET for further review.
- D. If an Agency is reducing or dropping a service, a letter should be submitted to the ASSET Administrative Team within thirty days of the Agency Board of Directors' vote to reduce or drop a service.

XV. FUNDING APPEAL PROCESS

An Agency wishing to make an appeal may do so by following the individual Funders appeal process. The Funder appeal processes are on the ASSET website under the Forms and Resources tab.

XVI. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

APPENDIX A

ASSET (Analysis for Social Service Evaluation Team)

CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process.

To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c) (3) status or local, state, or federal government agency (i.e. formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and services a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
 - 1. Agencies that are primarily political in nature.
 - 2. Agencies that provide services limited to the members of a particular religious group.
 - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
 - 4. Basic educational program services considered the mandated responsibility of the public education system.

The ASSET Reference manual includes the list of Services currently considered for funding. Each service includes a Service Code Number, Service Code Name, Service

Definition, Unit of Service and Category (Education, Financial Stability, and Health). Agencies applying to be included in the process must identify what services they would be requesting funds to support.

To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send the request, including the documentation outlined in the application to: storycountyasset@gmail.com. The application form can be found under the “Forms and Resources” tab on the ASSET website www.storycountyasset.org Please direct any questions to the ASSET Administrative Assistant.

APPENDIX B

CONFLICT OF INTEREST

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)

Policy: Conflict of Interest Policy

Date Adopted: 4/10/03

Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board members(s)”, agree to the following conflict of interest policy hereinafter referred to as “policy”, as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).
2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.
3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as “the Team”, who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.
4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.
5. A “potential” conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.
6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: _____

Signature: _____



Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyiowa.gov

6/3/2021

Information Technology Quarterly Report

June 8, 2021

Managed Print Solution

The RFP has been updated and waiting on review/approval from the County Attorney's office.

Permitting Software for Environmental Health

Completed first two phases of the project and it is being used in the field by both employees and contractors. The final phase would be rewriting it in html 5 language and we plan to review this option as we plan for FY23.

Paging Systems for Admin and HSC

The vendor is currently working on second floor of Administration building. They are having issues getting hardware and will perform the installation work as the equipment is available.

ProLaw to Karpel Migration for County Attorney's Office

Implementation is on schedule and planned for July 2021. Currently working on the email link and data clean-up.

Website Refresh

Website Committee met with Civic Plus in late March to prepare for website refresh. The actual project won't start until August, but we are looking at different ways to obtain pictures and retrieve webpage hits.



Cybersecurity Efforts

Joel and Kyle plan to attend the ITAG conference in June where they will be involved in cybersecurity worksessions. Joel was part of the team that went to Poweshiek County to review their security practices. This is part of an ongoing effort by the ICIT group to help educate smaller Counties on the importance of cybersecurity in their operations.

Story County will undergo a cyber penetration test next month to check for any potential issues. The test will be performed by CISA, a division of Homeland Security.

Miscellaneous

- Revised the auto-attendant for the Administration main line (6581). This places the operator option near the end and allows the caller to dial by name or department.
- Continuing to explore Faxing options with Aureon so we can retire the Windstream T1.
- After several delays and re-engineering, progress is being made on resolving the network connections for the StoryComm radio project. Kyle is working with ISU and Racom staff.
- Facilities completed testing the helpdesk software options and are now using it for their work orders.
- The State is using grant money to update the technical systems in courtrooms across the state. Courtroom 2B was updated in Story County this week and our equipment should be able to connect to their system for evidence presentations.
- Met with several department heads to review their technical needs. Report is included in a separate document.

Technical Needs from Department Heads (discussion results)

I sent out an email message several months ago inviting department heads and elected officials to meet with me to talk about technically related subjects. We all get busy and I wanted to make sure that things weren't being set aside or forgotten that should be addressed. I offered a few different options for the meeting including phone call, Zoom meeting, or in-person. Several department heads wrote back to say they didn't need to meet, and a few said they didn't need to meet, but listed a few problems they were having. A few did not respond. For those I did connect with, I feel that the meetings went well, and it gave me a chance to get a clear picture of some of the challenges each department faces and how IT can help with them. I have included a brief report on those meetings and the topics discussed below.

1. Phones

No complaints overall, but there were a few mentions of static on the individual lines. Several users commented on the option to forward voicemail to e-mail and wanted that to continue. I went over the replacement plan for FY23, video capabilities, sidecars, and porting more numbers for additional staff.

2. E-mail and Security

Discussed mailbox limits and the importance of archiving. There were questions about group calendar sharing and syncing. Talked about Mimecast, ransomware, SPF protection and the need for enhanced security. Most agreed that it was necessary, but not easy. As one department head mentioned; "there is no winning". Talked about whitelisting certain websites and assisting those who needed help with SPF constraints. We will make certain concessions during voting periods to ensure messages are not being blocked. The ICIT group fully supports the use of Mimecast and applauds its effectiveness. Many other Counties are using it as well.

3. File Storage

I asked about future storage needs. One department stated that their G drive got full recently. I explained the way we handle storage (file and e-mail) and how we monitor the free space on each drive. Was asked about additional storage for paper files if they could be scanned and disposed of to save physical space.

4. Password Policy

There were no complaints. There were a few who said they had similar restrictions at former places of employment. Explained password length, warned about writing passwords down where they could be found by someone else, explained screen lock and time-outs.

5. Computer hardware

Went over the standard hardware installation and the five-year replacement rotation. Talked about why wireless devices were not being encouraged for business use. I received a few requests for additional webcams and monitors.

6. Helpdesk Service and Ticketing Process

I received positive feedback on our response time and resolution. "I'd give you five stars if I could". There was one report of an immediate need that was sent via helpdesk ticket. I advised that an immediate need should go to the helpdesk phone so we can respond more quickly.

7. Printing

I went over the managed print solution and potential timeline. Received good feedback on quality of prints, and response of vendor to requests. There were a few questions about additional printers, but those individuals indicated that they could wait until the contract renewed to get the best pricing and service.

8. Paging Systems

I gave an update on the progress of implementing paging systems in each building. There were no additional speaker requests – I had sent out an email several months ago asking for feedback on speaker placement and everyone seemed good with that.

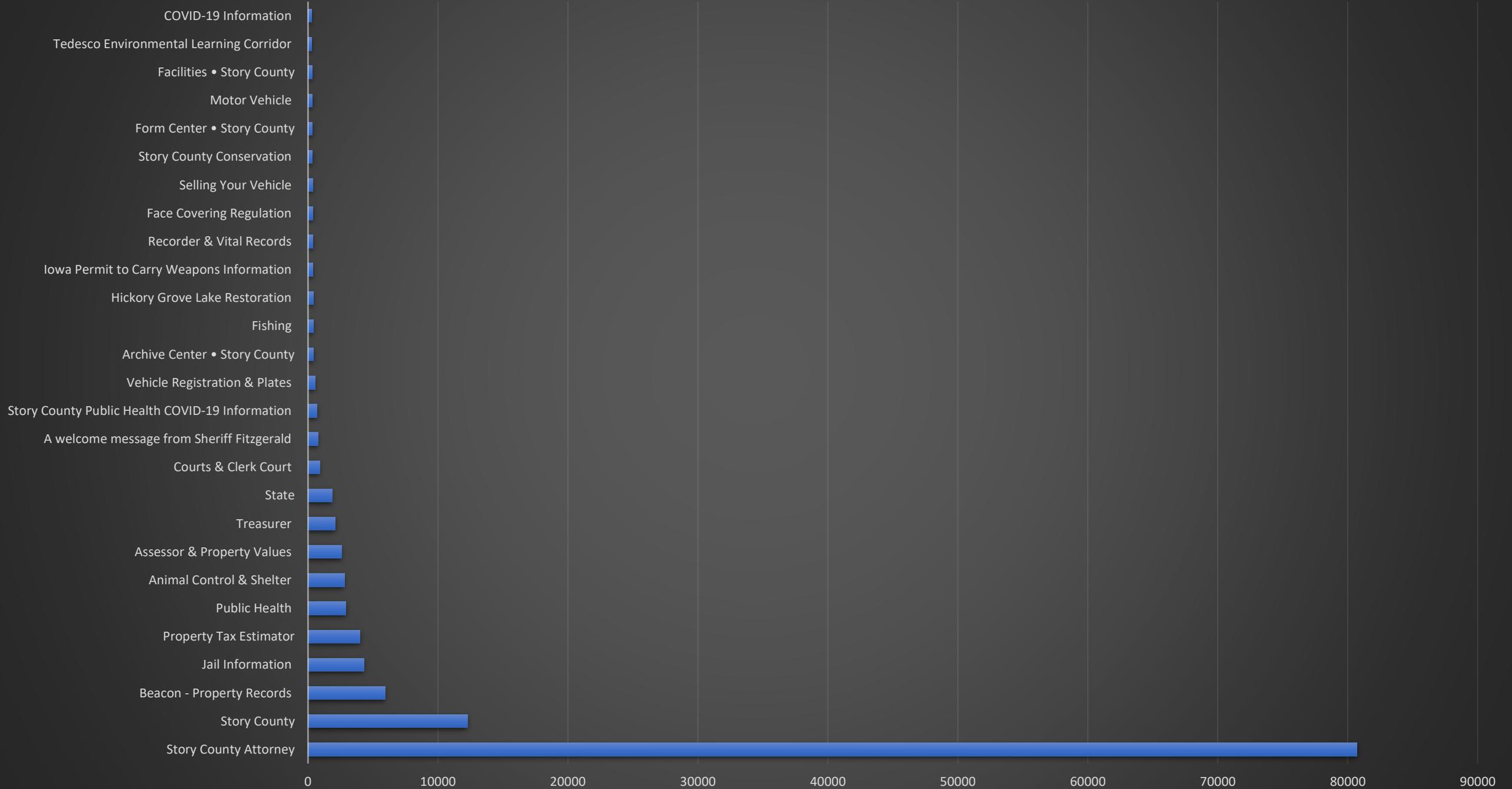
9. Website Refresh

I updated everyone on the August start date and thanked them for allowing staff to participate. There were several requests for additional training as we have had some turnover in staff since the last refresh.

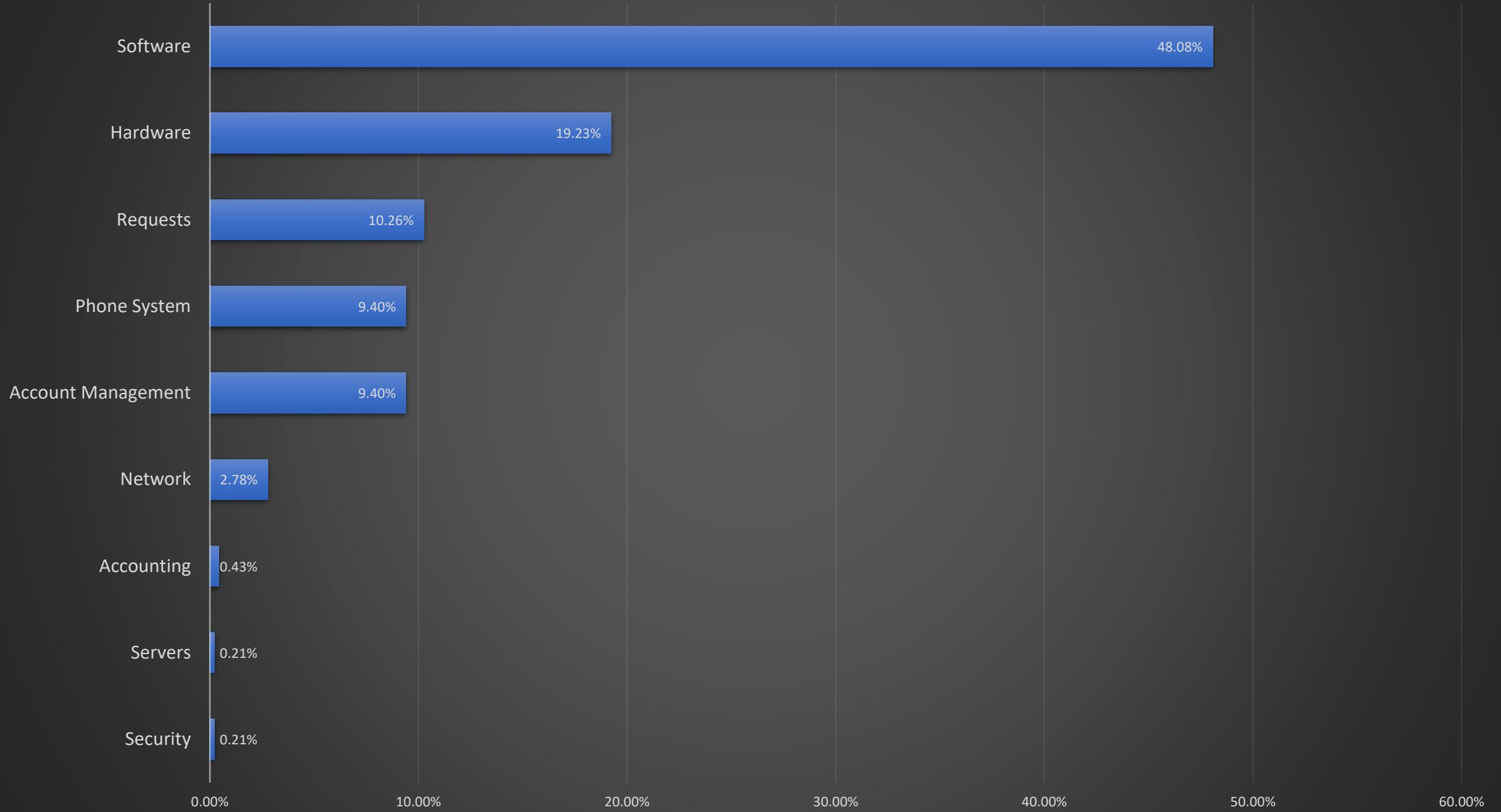
10. Anything else on your mind? (topics not on my agenda)

- Future of Appointment Software once the building is open
- Continued use of Zoom (people really like it)
- Requests for continued use of VPN for access and appreciation for additional laptops when needed.

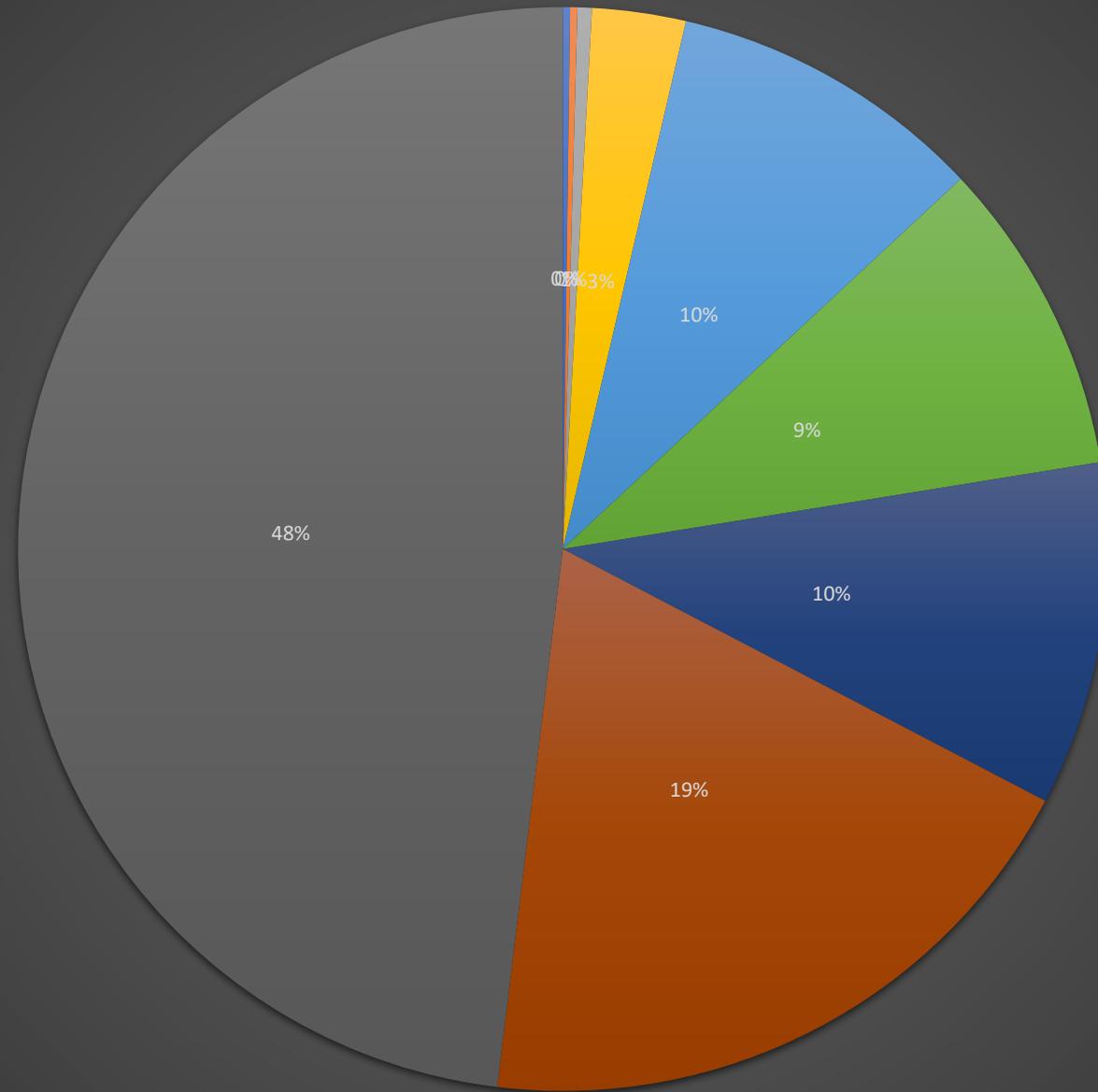
March 1 - May 31 2021 - Unique Visits



Closed Service Requests %

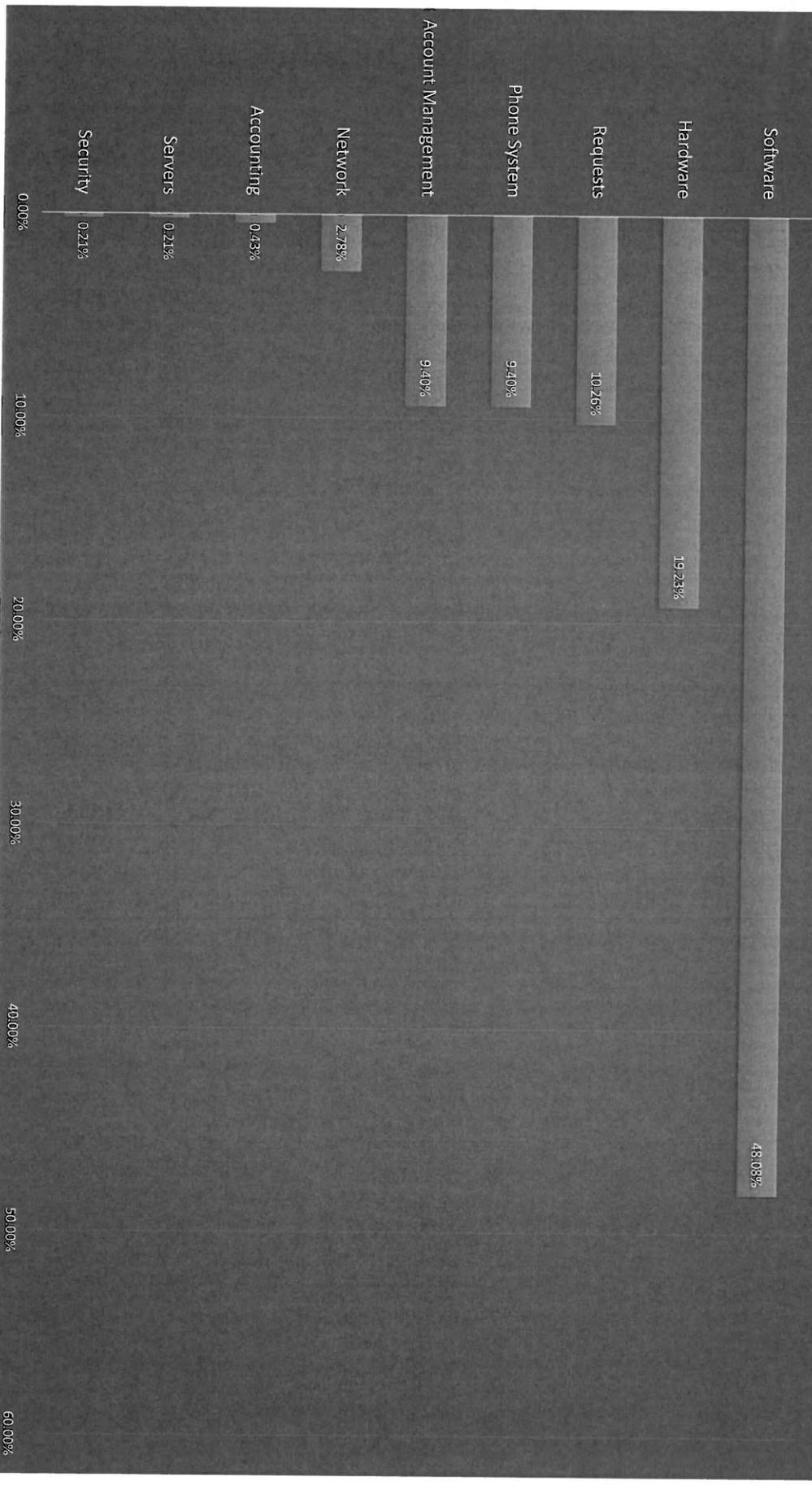


Closed Service Requests %

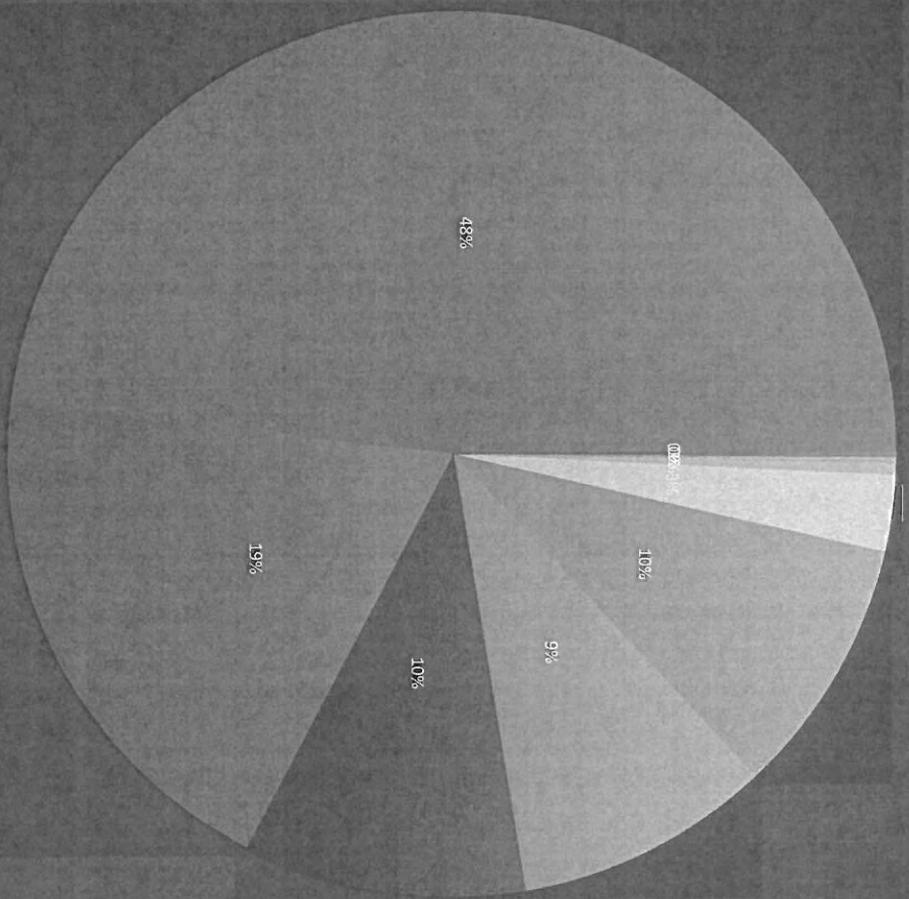


■ Security ■ Servers ■ Accounting ■ Network ■ Account Management ■ Phone System ■ Requests ■ Hardware ■ Software

Closed Service Requests %



Closed Service Requests %



- Security
- Servers
- Accounting
- Network
- Account Management
- Phone System
- Requests
- Hardware
- Software

Watershed Assessment

Implementation Matrix Update
May 2021



Report Overview

- Water Resource Summary
- Watershed Assessment
- Watershed Prioritization
- Recommendations
- Monitoring
- Review of County Ordinances
- County Role as Drainage District Trustees
- County Road Authority: Stream Crossings
- Model Stormwater Ordinance



Recommendations from EOR



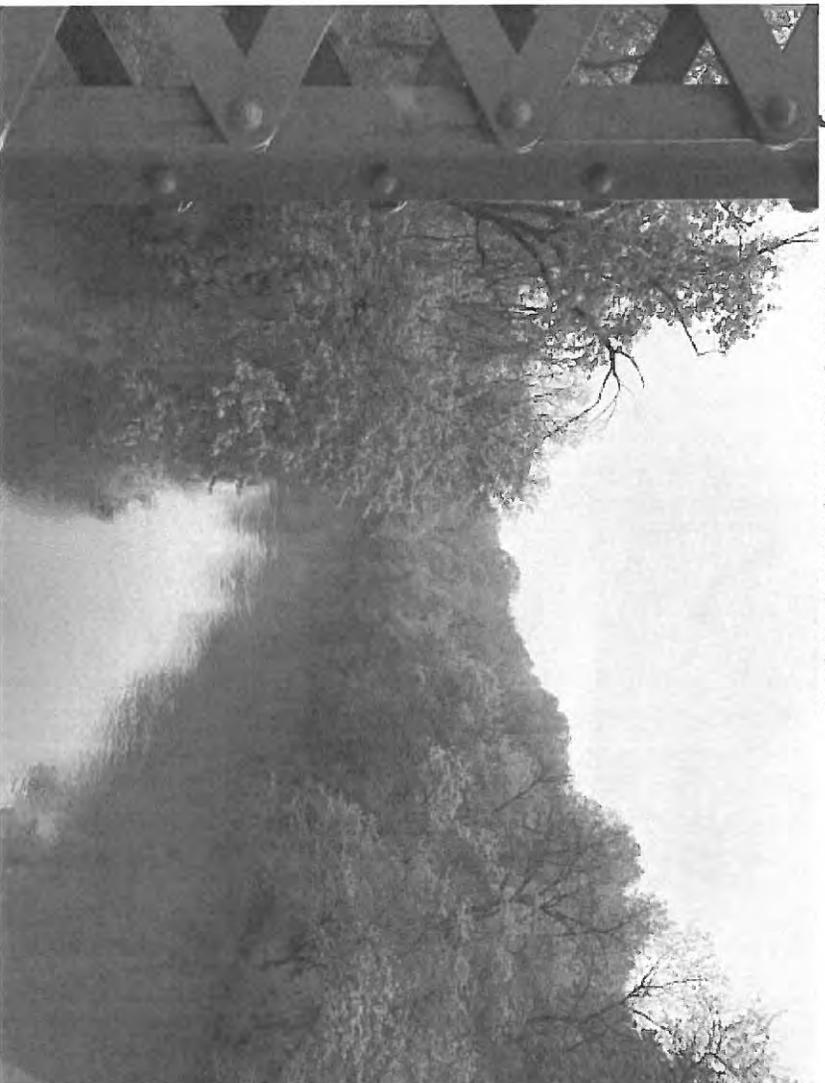
- Monitoring
- Review of County Ordinances
- County Role as Drainage District Trustees
- County Road Authority: Stream Crossings
- Model Stormwater Ordinance



What's Happened?



Countywide Watershed Assessment

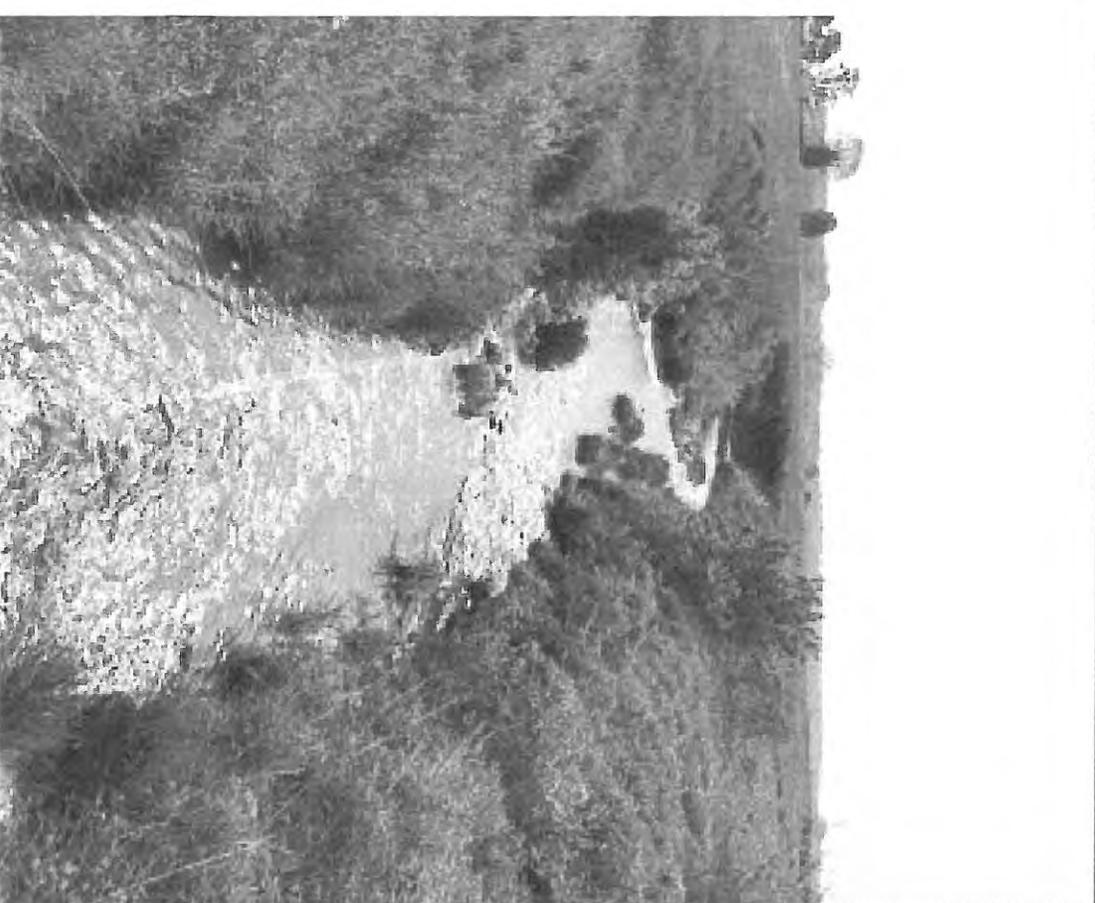


- Internal staff working group met fall 2018 to develop implementation matrix
- Matrix Presented and accepted in December 2018
- BOS formalized WAWG in January 2019
- Request from Story County Conservation for FTE position for watershed coordination
 - Starting FY2022

Where We Are?

- Watershed Assessment Working Group
 - Meetings
 - Implementation Matrix updates

Membership includes: Michael Cox (Conservation), Amelia Schoeneman (Planning and Development), Sandra King (Board of Supervisors), Leanne Harter (Board of Supervisors), Margaret Jaynes (Environmental Health), Keith Morgan (EMA), Scott Wall (Auditor's Office), Darren Moon (County Engineer's Office), Matt Boeck (GIS) and Linda Murken (Board of Supervisors) (*ex-officio*)



Goal Statement



The Watershed Working Group is comprised of Story County staff and elected officials whose responsibilities include elements related to water quality. The Countywide Watershed Assessment Report (Emmons & Olivier Resources August 2018) establishes the County's water quality baseline. The Watershed Working Group is a mechanism for these individuals to:

- Communicate current and planned efforts,
- Identify gaps,
- Coordinate joint efforts, and
- Communicate overall County efforts and recommendations to the Board of Supervisors.

Departments are charged with the Watershed Assessment Implementation Matrix efforts through their individual work plans and budgets. The Watershed Working Group acts as a catalyst for completion of those efforts, updating the Matrix annually.

Implementation Matrix



Prioritization Criteria

High Priority

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

Medium Priority

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

Low Priority

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



Implementation Matrix



Organization of Projects/Action Steps

- Regulatory
- Programmatic
- Capital Improvement



Implementation Matrix



REGULATORY

- 1.1 Adopt and implement stormwater ordinance
- 1.2 Floodplain ordinance modification

HIGH

MEDIUM

LOW



Implementation Matrix



PROGRAMMATIC

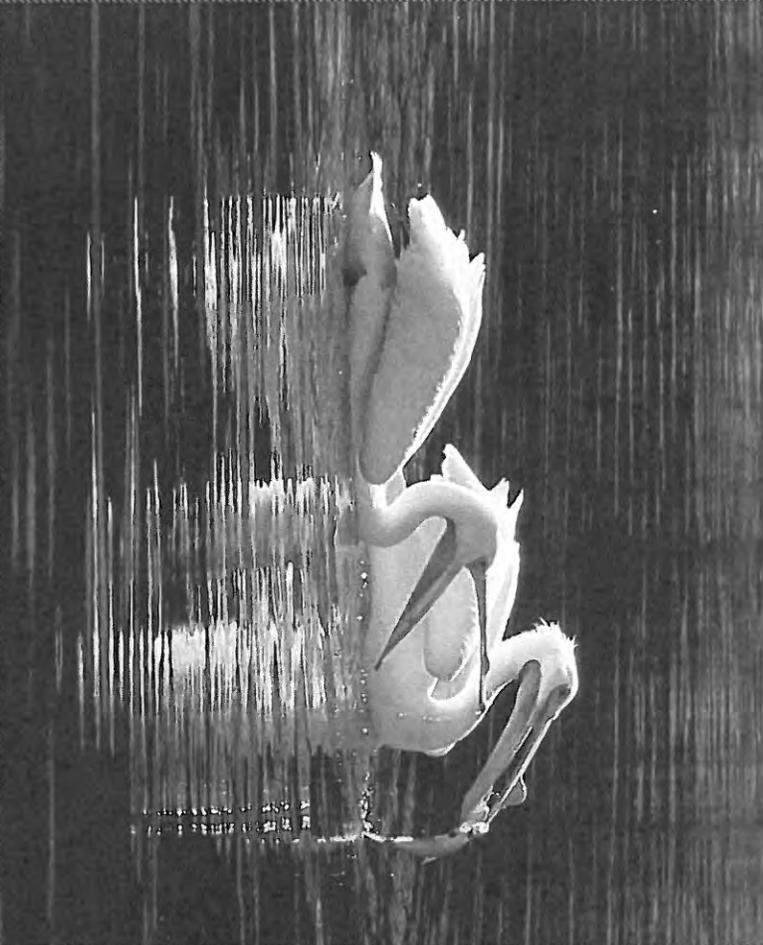
- 2.1 Convene a water quality working group
- 2.2 Develop Riparian Area Action Plan or acquire/protect critical riparian areas
- 2.3 Develop Wetland Mitigation Bank or acquire/protect critical wetlands
- 2.4 Develop Stream Mitigation Bank or stabilize critical streambanks and buffers

HIGH

MEDIUM

LOW

Implementation Matrix



PROGRAMMATIC...continued

- 2.5 Protect native prairie remnants
- 2.6 Sensitive Environmental Areas enhancement and protection program
- 2.7 Nutrient Reduction and Bacteria Reduction Practice Implementation
- 2.8 Drainage District Operational Guidance

HIGH	MEDIUM	LOW
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Implementation Matrix



PROGRAMMATIC...continued

- 2.9 Water Quality Monitoring
- 2.10 Municipal Outreach
- 2.11 WMA Collaboration
- 2.12 Erosion Control and Stormwater Management
- 2.13 Nutrient Reduction and Bacteria Reduction Outreach

HIGH

MEDIUM

LOW



Implementation Matrix



PROGRAMMATIC...continued

- 2.14 Floodplain Management
- 2.15 Feedlot Outreach
- 2.16 Establish Source Water Protection Plans
- 2.17 Wastewater Management Practices

HIGH

MEDIUM

LOW



Implementation Matrix



CAPITAL IMPROVEMENT

- 3.1 Drainage Ditches
- 3.2 Story County Infrastructure

HIGH

MEDIUM

LOW

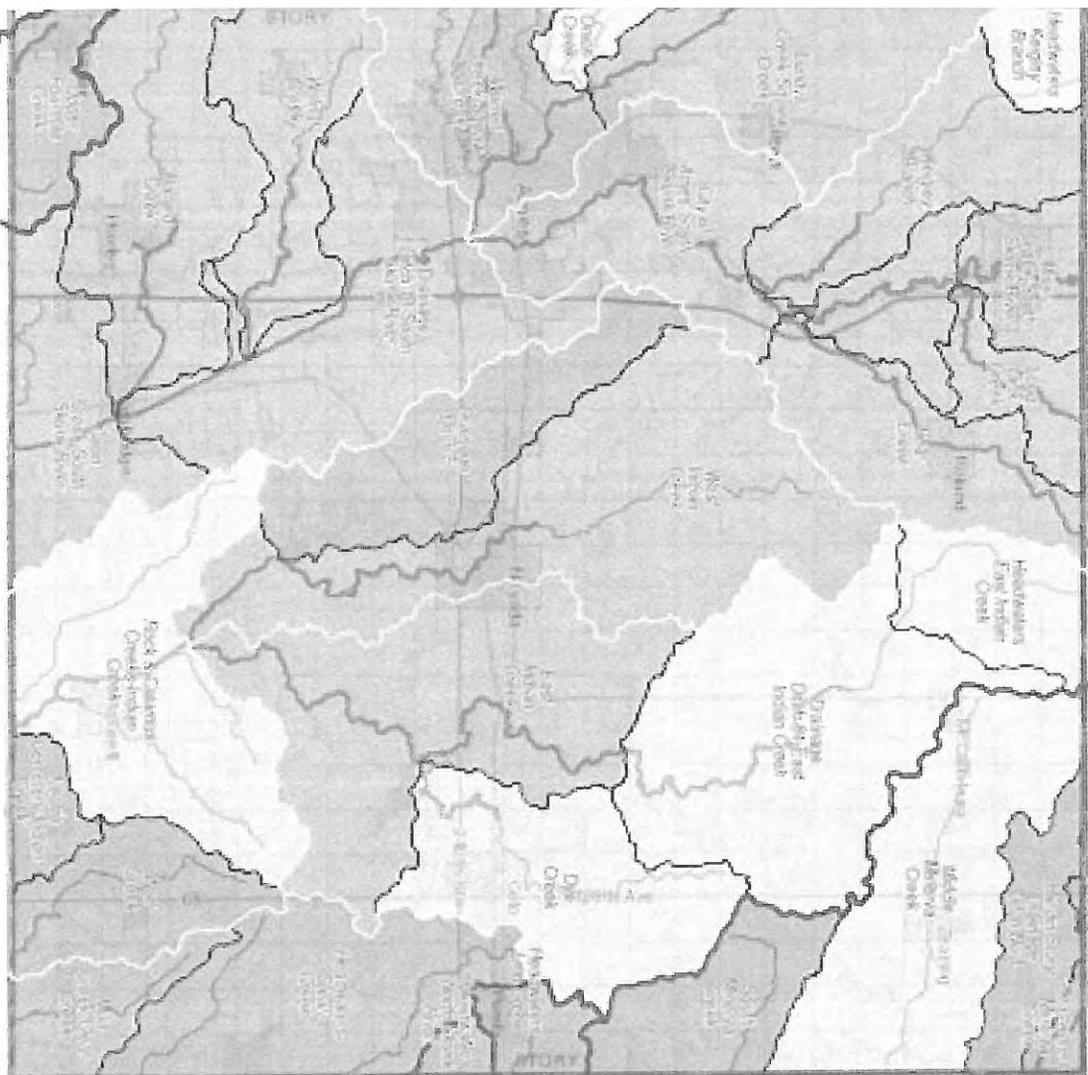


Next Steps

- Watershed Coordinator Position
- C2C Plan Annual Review
- WAWG Membership



Questions?





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

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

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Mission Statement Development – Branding and Implementation Discussion
DATE: June 3, 2021

In early 2020, staff brought forward the mission statement and core values for Board of Supervisors consideration. At that point, staff started working to develop a design to reflect the mission and core values. Several different versions have been compiled. Staff is now at the point that direction is needed as to how and in what means designs and the mission statement will be shared.

We have been incorporating the mission statement on different internal and external sources, including County News, Our Story, Social Media, Releases, Recruitment Video and other offices and departments have been sharing them as well. In addition, Human Resources has started work for integration into performance review with the mission/values added as a competency of the evaluation programs. However, training has not been conducted at this time until we move forward with implementation of the mission/values program.

At this point, staff is bringing this to the Board for some discussion and suggested approaches. For example, some areas that may be considered would be revising letterhead templates to incorporate the mission and values statements. The current logo used by Story County was developed by an outside entity, who along with the logo designed letterhead templates. Staff, if so directed, could revise templates to incorporate mission and values statements, or an option for the Board to consider is the outsourcing of this step and additional branding efforts. This is just one example of potential efforts with which Story County could move forward.

Staff is seeking some direction as to areas wherein the mission and values statements may be incorporated, as well as definition of steps to develop the overall design.

Direction

APPROVED

DENIED

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

PLEASE RECYCLE



Page 1 of 1



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

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

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter and Bryce Garman
RE: Update on the 2020 Communications Plan
DATE: June 3, 2021

Attached is the Communication Plan that was adopted by the Board of Supervisors for Calendar Year 2021. Bryce Garman is the new intern with the Board of Supervisors office and has been meeting with Story County's elected officials and department heads to discussion communication strategies. We intend to provide the Board of Supervisors with an update regarding some of the strategies in the Plan as well as an overview of social medial platforms and their goals and potential outcomes.

Discussion
APPROVED ~~**DENIED**~~

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

