

The Board of Supervisors met on 4/16/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Rick Sanders, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov)

**ORGANIZATION OF THE BOARD:** Olson moved, Murken seconded Sanders as Vice Chair. Motion carried unanimously (MCU) on a roll call vote.

**PROCLAMATION OF APRIL 2019 AS SEXUAL ASSAULT AWARENESS MONTH** – Tess Cody, Executive Director of the Assault Care Center Extending Shelter & Support (ACCESS), read the proclamation. Sanders moved, Olson seconded the approval of the Proclamation of April 2019 as Sexual Assault Awareness Month. Roll call vote. (MCU)

**CHILDSERVE ANNUAL REPORT** – Rachelle Flory, Program Manager, reported on staff changes, mission, services, locations, accreditation, programs, funding, quarterly surveys, and grants.

**MINUTES:** 4/9/19 Minutes – Sanders moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 4/22/19, in Sheriff's Office for Michael Wittrock @ \$1,712.80/bw; 2) pay adjustments, effective 4/28/19, in a) Attorney's Office for Shawna Johnson-Miers @ \$3,121.19/bw; b) Engineer's Office for Bre VanSickle @ \$18.42/hr; c) Facilities Management for Terri Loneman @ \$24.57/hr; Patricia Veeder @ \$17.23/hr; d) Sheriff's Office for Jan Chance @ \$2,049.60/bw; Kathleen Origer @ \$1,789.60/bw; Thomas Slice @ \$2,192.00/bw. Olson moved, Sanders seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 4/18/19 Claims of \$1,509,677.24 (run date 4/12/19, 41 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 (\$1,262.63), BooSt School Ready Services (\$25,431.265), BooST Early Childhood (\$8,940.39), Emergency Management (\$3,394.73), E911 surcharge (\$41,346.49), County Assessor (\$1,194.08), Ames City Assessor (\$13,714.95). Olson moved, Sanders seconded the approval of Claims as presented. Roll call vote. (MCU)

Sanders moved, Olson seconded approval of Consent Agenda as presented.

1. Agreement between Story County and InfoMax for folder maintenance, effective 5/1/19-4/1/20, for \$550.02
2. FY20 Program and Provider Program Participation Agreement with Iowa Able Foundation, effective 7/1/19-6/30/20, for Budget Credit Counseling (not to exceed \$502.00) for \$84.56/client contact
3. FY20 Program and Provider Program Participation Agreement with Raising Readers, effective 7/1/19-6/30/20, for the following: Advocacy of Social Development (not to exceed \$3,000.00) \$12.33/client hour; Family Development/Education/Thrive by Five (not to exceed \$4,153.00) \$15.16/client hour; Family Development/Out of School Learning (not to exceed \$5,311.00) \$36.07/client hour
4. Software and one-year support and maintenance for Story County from ForensiT Ltd, effective 4/1/19-3/31/20, for \$404.78
5. FY20 Program and Provider Program Participation Agreement with University Community Childcare, effective 7/1/19-6/30/20, for the following: Child Care-Infants (not to exceed \$8,450.00) \$75.74/full day; Childcare - Children (not to exceed \$7,656.00) \$61.98/full day; Comfort Zone (not to exceed \$714.00) \$405.05/partial day
6. Nevada Jaycees Nevada's Annual Bike Ride (NABR) request to place temporary informational signs along the route in the County right-of-way, effective 5/4/19 from 8:00 am to 6:00 pm
7. Quarterly Reports: Auditor, Recorder, Sheriff, Veteran Affairs
8. Zoning Permit Application and Site Development Plan for an existing hoop building at 5615 Lincoln Highway for Brant Lemer
9. Title VI Non-Discrimination Agreement between the Iowa Department of Transportation and Story County
10. US Department of Transportation Standard Title VI/Non-Discrimination Assurances
11. Contract for 2019 Pavement Markings with KAM Line Highway Markings, (PM-2019)
12. Adopt-a-Road renewal applications, effective 1/1/19-12/31/19, for the following: (a) Boy Scout Troop #157 on E23 (170<sup>th</sup> Street) from R50 (George Washington Carver Avenue) west to R38 (500<sup>th</sup> Avenue); (b) Sigma Kappa Sorority on R38 (500<sup>th</sup> Avenue) from Zumwalt Station Road (250<sup>th</sup> Street) south to 260<sup>th</sup> Street
13. Road Closure Resolutions: #19-35; 19-36
14. Utility Permit: #19-47

Roll call vote. (MCU)

**RESOLUTION #19-97, FOR THE SUPPORT OF THE STORY COUNTY HOUSING TRUST FUND FOR FISCAL YEARS 2019 AND 2020** – Hope Metheny, Board Member, Story County Housing Trust Fund, reported on certification and funding. Olson provided additional detail. Discussion took place. Olson moved, Sanders seconded the approval of Resolution #19-97, for the Support of the Story County Housing Trust Fund for FY19 and FY20, of \$10,000.00 each year, and adding cities with populations under 2,000. Roll call vote. (MCU)

**PROPOSAL TO USE TAX PAYER DOLLARS ALONG WITH FORFEITED FUNDS TO COVER MAINTENANCE AND FUEL COSTS OF THE STORY COUNTY SHERIFF'S OFFICE MINE-RESISTANT AMBUSH PROTECTED (MRAP) VEHICLE, EFFECTIVE IMMEDIATELY** – Sheriff Paul Fitzgerald, provided background on the MRAP. He proposed fifty percent of the cost for maintenance and fuel be paid from forfeited funds with the other fifty percent coming from the General Fund. Discussion took place. Murken stated concerns related to proposed legislation severely limiting counties' funding flexibility. Nicholas Lennie, Captain, reported on forfeited funds. Further discussion took place. Sanders moved, Olson seconded the approval of the Use of Taxpayer Dollars along with Forfeited Funds to cover maintenance and fuel costs of the Story County Sheriff's Office MRAP, effective immediately. Sanders aye, Olson aye, Murken nay. Motion carried.

**UNITED STATES CENSUS COMPLETE COUNT COMMITTEES** – Jerry Moore, Planning and Development Director, reported on the decennial census, key dates, and US Census-Complete County Committee (CCC). Discussion took place. Sanders made recommendations for organization. Murken clarified the action is to appoint a liaison, and draft a letter to the Regional Census Director. Murken directed staff to write a letter and appoint a liaison. Sanders moved, Olson seconded the approval of Jerry Moore as liaison under direction from Murken. Roll call vote. (MCU)

**SPECIAL EVENT PERMIT FOR THE CRUSHED ROCK CLASSIC** – Jerry Moore, Planning and Development Director, reported on new County ordinance, details about the request, and comments received. Staff recommends approval with conditions under Alternative 2. Applicant Scott Wall, Race Director, Ames Velo, reported the new

ordinance is helpful. Olson moved, Sanders seconded the approval of the Special Event Permit for Crushed Rock Classic with conditions under Alternative 2as presented. Roll call vote. (MCU)

**SPECIAL EVENT PERMIT FOR AMES TRIATHLON** – Jerry Moore, Planning and Development Director, reported on details of the request, regulations, and comments received. Staff recommends approval with conditions under Alternative 2. Applicant Alex Syhlman, Triathlon Director, True Time Racing, Iowa Multi-Sport, provided additional detail. Discussion took place. Sanders moved, Olson seconded the approval of the Special Event Permit for Ames Triathlon with conditions under Alternative 2 as presented. Roll call vote. (MCU)

**WATERSHED ASSESSMENT IMPLEMENTATION MATRIX AND WORKING GROUP PROGRAM** – Leanne Harter, County Outreach and Special Project Manager, reported on background, meetings, goals, and work plan; she reviewed changes. Sanders moved, Olson seconded the approval of the Watershed Assessment Implementation Matrix, and Olson moved, Sanders seconded approval to establish the watershed implementation working group and with added members Scott Wall, Keith Morgan, and Darren Moon. Sanders stated to add Geographic Information Services (GIS) Director Matt Boeck to the group. Olson amended her motion to add Matt Boeck, Sanders seconded as amended. Roll call vote. (MCU)

**FY19 THIRD QUARTER FINANCIAL REPORT** – Lisa Markley, Assistant Auditor, reported on expenditures and revenues by department and by fund.

**REVIEW OPTIONS ON STORY COUNTY'S WEBSITE TO HIGHLIGHT WATERSHED PLANNING EFFORTS** – Leanne Harter, County Outreach and Special Projects Manager, updated the Board on the request from the watershed working group. Sanders moved, Olson seconded the approval of Review Options on Story County’s Website to highlight Watershed Planning efforts as presented. Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS**: Sanders stated both an amendment to the StoryComm 28E Agreement, and a grant presentation for first responders to acquire radios are forthcoming.

Sanders moved, Olson seconded to adjourn at 1:57 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
4/16/19

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
4. ORGANIZATION OF THE BOARD:
  1. Election of Vice-Chair

Department Submitting Auditor

5. Consideration Of A Proclamation For April 2019 As Sexual Assault Awareness Month - Tess Cody

Department Submitting Auditor

Documents:

PROCLAMATION.PDF

6. AGENCY REPORTS:
  - I. ChildService Annual Report - Rachalle Flory

Department Submitting Auditor

Documents:

CHILDSERVE ANNUAL REPORT 2019.PDF

7. CONSIDERATION OF MINUTES:
  - I. 4/9/19 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire, effective 4/22/19, in Sheriff's Office for Michael Wittrock @ \$1,712.80/bw;  
2)pay adjustments, effective 4/28/19, in a)Attorney's Office for Shawna Johnson-Miers @ \$3,121.19/bw; b)Engineer's Office for Bre VanSickle @ \$18.42/hr; c)Facilities Management for Terri Loneman @ \$24.57/hr; Patricia Veeder @ \$17.23/hr; d)Sheriff's Office for Jan Chance @ \$2,049.60/bw; Kathleen Origer @ \$1,789.60/bw; Thomas Slice @ \$2,192.00/bw

Department Submitting HR

9. CONSIDERATION OF CLAIMS:

I. 4/18/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 041819.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Agreement Between Story County And InfoMax For Folder Maintenance Effective 5/1/19-4/1/20 For \$550.02

Department Submitting Auditor

Documents:

INFOMAX MAINT.PDF

II. Consideration Of FY20 Program And Provider Program Participation Agreement With Iowa Able Foundation Effective 7/1/19 - 6/30/20

Iowa Able Foundation - Budget Credit Counseling (Not to Exceed \$502) \$84.56/1 Client Contact

Department Submitting Board of Supervisors

Documents:

IOWA ABLE CONTRACT FY20.PDF

III. Consideration Of FY20 Provider And Program Participation Agreement With Raising Readers Effective 7/1/19 - 6/30/20

Raising Readers - Advocacy Of Social Development (Not to Exceed \$3,000) \$12.33/1 Client Hr; Family Dev/Education/Thrive By Five (Not to Exceed \$4,153) \$15.16/1 Client Hr; Family Dev/Out Of School Learning (Not to Exceed \$5,311) \$36.07/1 Client Hr

Department Submitting Board of Supervisors

Documents:

RAISING READERS CONTRACT FY20.PDF

IV. Consideration Of Software And One Year Support And Maintenance For Story County From ForensiT Ltd Effective 4/19 - 3/20 For \$404.78

Department Submitting Information Technology

Documents:

TRANSWIZ SOFTWARE ONE YEAR SUPPORT.PDF

- V. Consideration Of FY20 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/19 - 6/30/20  
University Community Childcare - Child Care-Infants (Not to Exceed \$8,450) \$75.74/1 Full Day; Childcare - Children (Not to Exceed \$7,656) \$61.98/1 Full Day; Comfort Zone (Not to Exceed \$714) \$405.05/1 Partial Day

Department Submitting Board of Supervisors

Documents:

UNIVERSITY COMMUNITY CHILD CARE CONTRACT FY20.PDF

- VI. Consideration Of Nevada Jaycees Nevada's Annual Bike Ride (NABR) Request To Place Temporary Informational Signs Along The Route In The County Right-Of-Way Effective May 4, 2019 From 8:00am - 6:00pm

Department Submitting Board of Supervisors

Documents:

NABRRIDE.PDF

- VII. Consideration Of Quarterly Reports: Auditor, Recorder, Sheriff, Veteran Affairs

Department Submitting Auditor

Documents:

AUDITOR QTR.PDF  
QTR.PDF  
VA QTR.PDF  
RECORDER.PDF

- VIII. Consideration Of Zoning Permit Application And Site Development Plan For Brant Lemer, 5615 Lincoln Highway

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
SUBMITTAL ITEMS.PDF  
EMAIL FROM BRANT LEMER.PDF

- IX. Consideration Of Title VI Non-Discrimination Agreement Between Iowa Department Of Transportation

Department Submitting Board of Supervisors

Documents:

TITLE VI NON.DISCRIMINATION AGREEMENT DOT APRIL2019.PDF

X. Consideration Of USDOT Standard Title VI/Non-Discrimination Assurances

Department Submitting Board of Supervisors

Documents:

STAND ASSURANCES DOT APRIL2019.PDF

XI. Consideration Of Contract For 2019 Pavement Markings With KAM Line Highway Markings, (PM-2019)

Department Submitting Engineer

Documents:

2019 CTR PM.PDF

XII. Consideration Of Adopt-A-Road Renewal Application Effective 1/1/2019-12/31/2019: (A) Boy Scout #157 On E23 From R50 West To R38; (B) Sigma Kappa Sorority On R38 From Zumwalt Station (250th St) South To 260th St.

Department Submitting Engineer

Documents:

BOY SCOUT NO 157.PDF  
SIGMA KAPPA SORORITY.PDF

XIII. Consideration Of Road Closure Resolution(S): #19-35; 19-36

Department Submitting Engineer

Documents:

RC 1935.PDF  
RC1936.PDF

XIV. Consideration Of Utility Permits(S): #19-047

Department Submitting Engineer

Documents:

UT 19 047.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Resolution 19-97, For The Support Of The Story County Housing Trust Fund For Fiscal Years 2019-2020

Department Submitting Board of Supervisors

Documents:

SCHTFDOCUMENTATION.PDF  
RESOLUTION.PDF

- II. Discussion And Consideration Of Proposal To Use Tax Payer Dollars Along With Forfeited Funds To Cover Maintenance And Fuel Costs Of The Story County Sheriff's Office MRAP Effective Immediately - Sheriff Paul Fitzgerald, Capt. Nicholas Lennie

Department Submitting Sheriff

Documents:

BOS REQUEST.PDF

- III. Discussion And Consideration Of US Census - Complete Count Committees – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
COMMUNITY PARTNERSHIP AND ENGAGEMENT PROGRAM  
PRESENTATION.PDF

- IV. Discussion And Consideration Of Special Event Permit For Crushed Rock Classic Scott Wall, Ames Velo – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
APPLICATION DOCUMENTS.PDF  
CRUSHED ROCK CLASSIC COURSE CONTROL AERIAL.PDF  
CRUSHED ROCK CLASSIC COURSE CONTROL.PDF  
PHOTO 1.PDF  
PHOTO 2.PDF  
CRUSHED ROCK CLASSIC FINISH DETAIL AERIAL.PDF  
CRUSHED ROCK CLASSIC FINISH DETAIL.PDF  
RESPONSE TO QUESTIONS.PDF  
STORY COUNTY SPECIAL EVENT PERMIT.PDF

- V. Discussion And Consideration Of Special Event Permit For Ames Triathlon Alex Syhlman, True Time Racing, Iowa Multi-Sport – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
APPLICATION.PDF  
BIKE COURSE MAP.PDF  
TRANSITION 2.PDF  
CERTIFICATE OF INSURANCE.PDF  
RESPONSES TO PANDD QUESTIONS.PDF  
STORY COUNTY SPECIAL EVENT PERMIT.PDF

VI. Discussion And Consideration Of Watershed Assessment Implementation Matrix And Working Group Program - Leanne Harter

Department Submitting Board of Supervisors

Documents:

IMPLEMENTATION MATRIX FOR BOS CONSIDERATION WATERSHED ASSESSMENTS.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

I. FY19 3rd Qtr Financial Report - Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY19.PDF

II. Review Options On Story County's Website To Highlight Watershed Planning Efforts - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS REGARDING WEBSITE DESIGN.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 Meeting  
Tentative Agenda  
4/16/19

NAME

ADDRESS

Jerry Moore

PEO Dept.

~~Scott Sand~~

4569 W Riverside R

Rachelle Flory - ChildSense

Paul H. Fitzgerald

Sheriff

Dustin Ingram

AEDC

Nick Lennie

Story County S.O.

~~Alicia Wignell~~

BOS Housing

Hope Metheny

Story Co. Trust

~~Mark Law~~

Ames

Trish Markley

Club

Matt Wall

Ames Velo Race Director

# Proclamation: Sexual Assault Awareness Month April 2019

Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community. Recognizing this issue and month raises public awareness about sexual violence, support for survivor services and educates communities on how to prevent it.

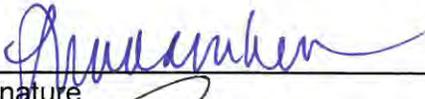
WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017).

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005).

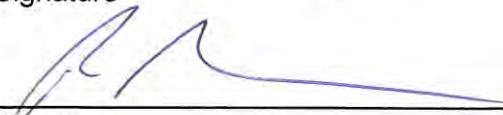
WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs, Lindquist, Warner, Fisher, & Martin, 2007).

The need for awareness raising and prevention are clear. This year the month's theme is "I Ask", which champions the power of asking for consent — whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, and assault. This April we aim to empower everyone to put consent into practice. I Ask is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions.

NOW, THEREFORE, BE IT RESOLVED THAT We, the Story County Board of Supervisors, do hereby proclaim April 2019 as Sexual Assault Awareness Month and each day of the year as an opportunity to create change for the future. We the Story County Board of Supervisors join communities across the country in taking action to prevent sexual violence.

  
\_\_\_\_\_  
Signature 4/15/2019  
Date

  
\_\_\_\_\_  
Signature 4-16-19  
Date

  
\_\_\_\_\_  
Signature 4/15/2019  
Date

Dube, S. R., Anda, R. F., Whitfield, C. L., Brown, D. W., Felitti, V. J., Dong, M., & Giles, W. H. (2005). Long-term consequences of childhood sexual abuse by gender of victim. *American Journal of Preventive Medicine*, 28, 430–438. doi:10.1016/j.amepre.2005.01.015  
Krebs, C. P., Lindquist, C. H., Warner, T. D., Fisher, B. S., & Martin, S. L. (2007) *The Campus Sexual Assault (CSA) Study* (NCJ 221153). Retrieved from the National Criminal Justice Reference Service: <https://www.ncjrs.gov/pdffiles1/nij/grants/221153.pdf>  
Smith, S. G., Chen, J., Basile, K. C., Gilbert, L. K., Merrick, M. T., Patel, N., ... Jain, A. (2017). *The National Intimate Partner and Sexual Violence Survey (NISVS): 2010-2012 state report*. Retrieved from the Centers for Disease Control and Prevention, National Center for Injury Prevention and Control: <https://www.cdc.gov/violenceprevention/pdf/NISVS-StateReportBook.pdf>



childserve

*Believing in the spirit of a child.*

**Locations:**

Ames  
Des Moines  
Iowa City

ChildServe Report to Story County Board of Supervisor  
April 16, 2019  
10 am

**Mission:**

**ChildServe** partners with families to help **children** with special healthcare needs **live a great life.**

**Vision:**

**ChildServe** will be **uniquely positioned** in Iowa to improve the health and well-being of children with special health care needs.

- **Iowa's Largest Pediatric Rehabilitation Provider** with 116 occupational, physical, and speech therapists (16 in Ames)
- **Iowa's only** CARF-accredited rehabilitation program with specialties in pediatrics and brain injury
- Physician-led by **Iowa's only** board-certified pediatric physiatrist

**Governance:**

ChildServe is governed by a **Board of Trustees** and a **Board of Directors.**

- **Ames Community Advisory Board** meets bi-monthly to give feedback on community engagement and program needs.

**Sarah Buss**, Director of Programming, Ames Chamber of Commerce

**Stacy Dreyer**, Vice President & Private Banker, First National Bank

**Fern Kupfer**, Retired, Iowa State University

**Deanna Sargent**, ISU Student Health Center

**Marcia Thompson**, Retired, Ames Community School District

**Accreditations:**

- ChildServe Childcare Center has a **5-Star Rating on Iowa Quality Rating System**
- All other ChildServe programs are accredited within **CARF**: Commission on Accreditation of Rehabilitation Facilities

**Programs and Funding:** See Handout for more detail

- **Childcare** - ASSET funders, DHS childcare assistance, and private pay
- **Outpatient Therapy and Adaptive Equipment** – private insurance, private pay and Medicaid
- **Respite and Supported Community Living** – ASSET funding with Central Iowa Community Services, Children at Home Funds, ARC of Story County funds, private pay and Medicaid
- **Day Habilitation, Medical Day Health, Autism Day Health** – Private pay and Medicaid

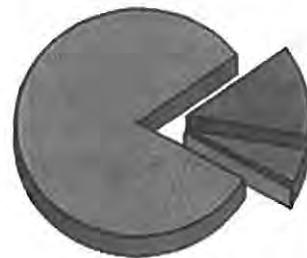
Number Served:

611 children are served from our Ames Location, which is an increase of 60 children over prior year.

Children Served by Age	Totals
Age 0-4	248
Age 5-12	255
Age 13-17	78
Age 18-21	30
<b>Total Children</b>	<b>611</b>

# of Services Used	# of Children	%
One	499	81.67 %
Two	79	12.93 %
Three	31	5.07 %
Four	2	0.33 %
<b>Total</b>	<b>611</b>	<b>100.00 %</b>

# of Services Used by Child



■ One ■ Two ■ Three ■ Four

Satisfaction:

ChildServe team members are highly engaged and the families we serve are highly satisfied.



Mission-Driven Staff



Family Satisfaction

Highlights:

- Seen 10% overall growth at the Ames Location this past year
- Been serving the community for the past 24 years
- About to finish a \$300,000 playground renovation project thanks to many generous donors
- Completed a flooring update in the Childcare classrooms
- Decreased Childcare census to provide specialized preschool programing to children with high medical needs and Autism.
- Implemented electronic medical records for our Therapy and Childcare Programs. The center has now fully implemented electronic records.
- Hired a bilingual speech therapist
- Purchased a Video Conferencing System used exclusively for Interpretation Services in over 100 languages.
- Awarded several grants that purchased the needed equipment to bring Concussion Therapy to the Ames community and Story County.



1915 Philadelphia Street  
Ames, IA 50010  
(515) 232-7220  
childserve.org

### Childcare



For children 6 weeks old to preschool, our childcare center in Ames is open for kids of all abilities. We are dedicated to working with families to promote learning through developmentally appropriate activities in a quality, inclusive environment. Our degree-certified, tenured teachers apply the knowledge that children "learn best by doing," and each classroom is designed to encourage that exploration.

### Respite

Respite care is designed to give families a break from the day-to-day care involved in supporting a child with special healthcare needs. We offer many different types of respite care that can take place in the comfort of the family's home, in a community setting, at the home of the caregiver or even through group settings that take place at various locations. Each of these services provides safe, quality care for the children and an opportunity for the family to recharge and strengthen their overall family relationships.

### Day Habilitation

Day Habilitation services assist or support individuals in developing or maintaining life skills and increasing community integration. Programming is coordinated on-site and in the community to enhance opportunities to learn in a variety of environments. Day Habilitation services are designed to assist young adults to successfully transition to adulthood.

### Supported Community Living (SCL)

Supported Community Living (SCL) provides services to help children build skills, reach goals, and increase independence right in their homes and communities. Staff will help assess the goals of each child and work to show them how to reach those goals. Some opportunities for growth through these services include improving daily living skills, individual advocacy, community participation, and socialization.

### Medical Day Health

ChildServe's Day Health program features integrated therapy, nursing, early intervention, skill development, and more for Medicaid-eligible children with special healthcare needs. Along with creating individual care plans for each child, we work with family members to provide education and support. On-site pediatric therapy is available to eligible children, and trained staff provide personal care assistance throughout the day.

### Autism Day Health

Our Autism Day Health program offers specialized weekday care for children, ages two through six years old, with Autism Spectrum Disorder (ASD). Children receive positive behavioral support from staff along with on-site therapy during the day to promote overall health and development. They participate in evidenced-based treatments focused on their needs, abilities, and goals. We use the STAR curriculum (Strategies for Teaching based on Autism Research), which is designed for children with ASD. The research-supported, ABA-based components of STAR align with therapy goals identified on each child's plan and include systematic skill-building lessons and progress tracking.



### Outpatient Therapy

Our occupational, physical and speech therapy services are designed specifically to help children with special healthcare needs. We work as a team with primary care physicians, community providers, and other specialists to meet the unique needs of each child. Our family-centered care works to reach the goals of each child, and we provide an innovative and comfortable atmosphere that can help make therapy fun for all children.



We partner with families to help children with special healthcare needs live a great life.



RECEIVED

APR 03 2019

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **Iowa Able Foundation** (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 StoryCounty 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 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

**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:

Iowa Able Foundation  
130 S. Sheldon Ave, Suite 201  
Ames, Iowa 50014

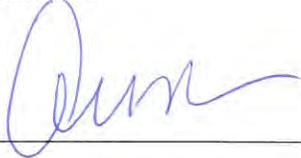
Attention: Anna Magnusson

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Linda Murken

Print Name: Anna Magnusson

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 4/16/19

Date: 3/30/2019

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2020**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Budget Credit Counseling Not to Exceed \$502	1 Client Contact	\$84.56

APR 04 2019

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County**  
**Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **Raising Readers** (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

**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.

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**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.

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**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.

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**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

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**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.

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**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 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

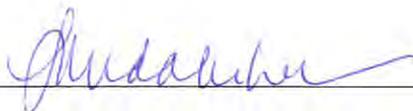
**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express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

Raising Readers in  
Story County  
920 Carroll  
Ames, IA 50010  
Attention: Lisa Reeves

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

**COUNTY:**

**PROVIDER:**

By: 

By: Lisa Reeves

Print Name: LINDA MURKEN

Print Name: Lisa Reeves

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 4/16/19

Date: 4/2/19

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2020**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Advocacy of Social Development Not to Exceed \$3,000	1 Client Hour	\$12.33
Family Dev/Education Thrive by Five Not to Exceed \$4,153	1 Client Hour	\$15.16
Family Dev/Out of School Learning Not to Exceed \$5,311	1 Client Hour	\$36.07





WWW.FORENSIT.COM

INNOVATION CENTRE MEDWAY  
MAIDSTONE ROAD  
CHATHAM  
KENT ME5 9FD  
UNITED KINGDOM

SALES@FORENSIT.COM  
TEL: +44 (0) 845 838 7122  
FAX: +44 (0) 870 751 7118

## INVOICE

**INVOICE NUMBER:** 190319161  
**INVOICE DATE:** 29<sup>th</sup> March 2019  
**VAT NUMBER:** GB 135 5888 80

**CUSTOMER :**

Information Technology  
Story County  
900 6th St.Nevada  
IA 50201  
United States

**INVOICE ADDRESS:**

Accounts Payable  
Story County  
900 6th St.Nevada  
IA 50201  
United States

**ORDER REFERENCE:** PO 5200049  
**ORDER DATE:** 29<sup>th</sup> March 2019

PART	ITEM DESCRIPTION	PRICE
UTP111	ForensiT Transwiz 5 Professional license. Serial Number B092FB27.	\$ 374.75
UTP111S	One Years Support and Maintenance.	\$ 75.00
Total Net:		\$ 449.75
Less 10% Government Discount:		\$ 44.97
<b>Total:</b>		<b>\$ 404.78</b>

**This is not a VAT Invoice**

**PAYMENT TERMS: STRICTLY 30 DAYS NET**

Please remit US dollar funds via BACS/Wire transfer to:  
International Bank Account Number (IBAN) GB33HBUK40127660298797  
Branch Identifier Code (BIC) HBUKGB4B  
Branch Address: HSBC, 231 High Street, Chatham, Kent, ME4 4BQ, UK

Alternatively pay by cheque payable to **ForensiT Limited**, remittance address ForensiT Ltd, Innovation Centre Medway, Maidstone Road, Chatham, Kent ME5 9FD, United Kingdom or via credit card online

**REGISTERED OFFICE:**  
**FORENSIT LTD, CHARLTON HOUSE, DOUR STREET, DOVER, KENT CT16 1BL, UK**  
**COMPANY REGISTERED IN ENGLAND, NUMBER 4677128.**

RECEIVED

APR 08 2019

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **University Community Childcare** (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.

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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.

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**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.

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**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 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Deb Schildroth

**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:

University Community Childcare  
2623 Bruner Drive  
Ames, IA 50010

Attention: Stacy Lehman

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

**COUNTY:**

**PROVIDER:**

By: ~~\_\_\_\_\_~~ Linda Murken

By: Stacy Lehman

Print Name: LINDA MURKEN

Print Name: Stacy Lehman

Print Title: Story County Board of Supervisors

Print Title: Executive Director

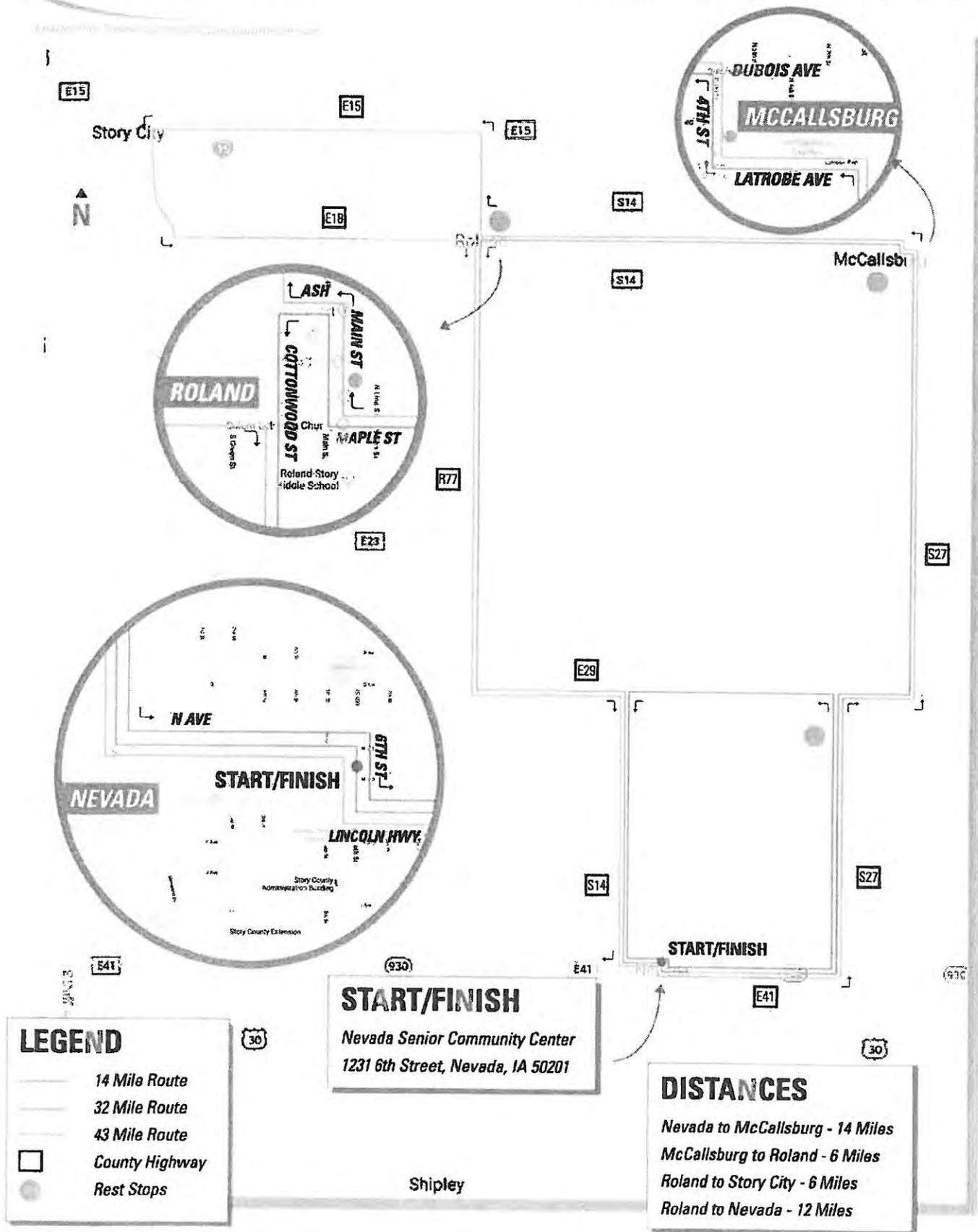
Date: 4/16/19

Date: 4/4/19

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2020**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care-Infants Not to Exceed \$8,450	1 Full Day	\$75.74
Child Care-Children Not to Exceed \$7,656	1 Full Day	\$61.98
Comfort Zone Not to Exceed \$714	1 Partial Day	\$405.05





## LEGEND

- 14 Mile Route
- 32 Mile Route
- 43 Mile Route
- County Highway
- Rest Stops

**START/FINISH**  
Nevada Senior Community Center  
1231 6th Street, Nevada, IA 50201

**DISTANCES**  
Nevada to McCallsburg - 14 Miles  
McCallsburg to Roland - 6 Miles  
Roland to Story City - 6 Miles  
Roland to Nevada - 12 Miles

ShIPLEY

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA }  
STORY COUNTY }

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending March 31, 2019 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 5,918.25
Misc Elections		
City Elections		
School Elections		
Special Elections	5,918.25	
For Other Office Fees		\$ 1,507.32
Plat Books	270.95	
Computer Lists		
Map Copies		
Copies	4.35	
Miscellaneous	1,232.02	
	TOTAL	\$ 7,425.57

Treasurer's Receipts for the above are attached.

  
\_\_\_\_\_  
LUCY MARTIN  
Story County Auditor  
April 2, 2019

**APPROVED**

**DENIED**

Board Member Initials: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Follow-up action: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 3RD QUARTER  
FISCAL YEAR 2018-2019

**APPROVED** **DENIED**  
Board Member Initials: *gmr*

STATE OF IOWA}  
COUNTY OF STORY}

Meeting Date: 4/16/19

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Follow-up action: \_\_\_\_\_

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 3rd Fiscal Quarter ending March 31, 2019, and ~~the same has been paid to the County Treasurer.~~

Change of Title Fees	01000-08000-4100-07	\$2,785.00
Records Management Fees	27000-08000-4140-07	\$2,113.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,113.00
Real Estate Transfer Tax	01000-08000-4040-07	\$19,797.48
Recording Fees	01000-08000-4000-07	\$42,956.00
Snowmobile Fees	01000-08000-4010-07	\$682.50
Boat Fees	01000-08000-4020-07	\$2,988.75
Hunting & Fishing Fees	01000-08000-4030-07	\$19.00
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$946.25
ATV Fees	01000-08000-4070-07	\$521.25
Vital Records Fees	01000-08000-4130-07	\$4,784.00
Passport Fees	01000-08000-4150-07	\$11,915.00
Boat Title Fees	01000-08000-4120-22	\$85.00
Interest	01000-00054-6000-07	\$102.69
Overages	01000-00055-8220-07	\$143.50
DNR Fees	01000-08000-4080-07	\$6.25
Total paid to Story County Treasurer		\$91,958.67

All of which is respectfully submitted this 8th day of April, 2019.

*Stacie Herridge*  
\_\_\_\_\_  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 9<sup>th</sup> day of April, 2019.

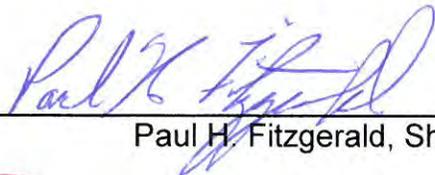
*Lucy Martin*  
\_\_\_\_\_  
Lucy Martin, Story County Auditor

**Story County Sheriff's Report  
Total Income Earned  
For the Quarter Ending March 29, 2019**

Civil Fees (01000-01000-4400-05)	\$32,954.11
Civil Fees (Credit Card)	\$863.00
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$4,450.00
Permits to Carry Concealed Weapon (Credit Card)	\$3,060.00
Interest (01000-00054-6000-05)	\$79.32
Work Release (01000-01000-4400-05)	\$2,608.00

**Total** **\$44,014.43**

**Total Paid to Story County Treasurer** **\$44,014.43**



Paul H. Fitzgerald, Sheriff

**APPROVED**

**DENIED**

Board Member Initials: PHF

Dated 03/29/2019  
PHF:kan

Meeting Date: 4/16/19

Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Story County Sheriff's Report**  
**Total Income Earned**  
**Mar-19**

Civil Fees (01000-01000-4400-05)	\$9,196.75
Civil Fees (Credit Card)	\$398.00
<b>Subtotal</b>	<b>\$9,594.75</b>

**Miscellaneous Fees:**

Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$1,740.00
Permits to Carry Concealed Weapon (Credit Card)	\$860.00
Interest February 2019 (01000-00054-6000-05)	\$30.97
Work Release (01000-01000-4400-05)	\$633.00
<b>Subtotal</b>	<b>\$3,263.97</b>

**Total** **\$12,858.72**

**Total Paid to Story County Treasurer** **\$12,858.72**

Paid to the Story County Treasurer March 29, 2019 Check # 15787 \$11,600.72  
Paid to the Story County Treasurer (Credit Card) \$1,258.00



Paul H. Fitzgerald, Sheriff



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

**REPORT OF VETERANS AFFAIRS COMMISSION**

**APPROVED**  
 Board Member's Signature: \_\_\_\_\_  
 Meeting Date: \_\_\_\_\_  
 Follow-up action: \_\_\_\_\_  
  
**DENIED**  
 Board Member's Signature: *[Signature]*  
 Meeting Date: *4/16/19*  
 Follow-up action: \_\_\_\_\_

STATE OF IOWA,  
STORY COUNTY

We, the undersigned, members of the Veterans Affairs Commission, hereby certify that the following is a correct statement of the claim numbers and amount of assistance given to persons entitled to relief under Chapter 35B.10 Disbursement-inspection of records of the Code of Iowa, for the **Third Quarter FY 19 January 1, 2019 – March 31, 2019.**

STORY CO. VA CLAIM #	ASSISTANCE	AMOUNT
W – 3468	Rent	425.00
W – 3468	Rent	425.00
T – 9008	Rent	485.00

**Total**-----\$ **1,335.00**

*[Signature]*

Brett McLain, Director

*[Signature]*

Pat Peakin, Chair

*[Signature]*

Amy Rosenberg, Secretary

*[Signature]*

Russell Bauer, Member



#8863 ✓



**1. Property Owner\***

(Last Name) LEMER  
 (First Name) BRANT  
 (Address) 5615 Lincoln Way  
 (City) AMES (State) IA (Zip) 50014  
 (Phone) 515-231-5115 (Email) crestviewnhp@gmail.com

**2. Applicant** (if different than owner) SAME

(Last Name) \_\_\_\_\_  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**3. Property Address** 5615 Lincoln Way, Ames, IA 50014 **Parcel ID Number(s)** 09-06-350-340

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.  
 \*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature [Signature] Date 3-27-19 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Zoning (Residential)**

Type of Structure: \_\_\_\_\_  
 Use of Structure: \_\_\_\_\_  
 Dimensions: \_\_\_\_\_  
 Height: \_\_\_\_\_  
 Current # of Bedrooms: \_\_\_\_\_  
 # of Bedrooms to be added: \_\_\_\_\_

**Submittal Requirements**

- Filing Fee (required prior to processing): See Valuation sheet
- Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- List of any Tier 2 Materials onsite

**Zoning (Non-Residential)**

Type of Structure: Steel Framed Fabric Building  
 Use of Structure: Equipment Storage  
 Dimensions: 30 X 85 X 15 3550 sq ft  
 Height: 15 FT

**Submittal Requirements**

- Filing Fee (required prior to processing): See Valuation sheet
- Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- List of any Tier 2 Materials onsite

**Sign**

Dimensions: \_\_\_\_\_  
 Height: \_\_\_\_\_

**Submittal Requirements:**

- Filing Fee (required prior to processing): \$50
- Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof
- Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.
- Sketch/drawing of proposed sign showing height and dimensions
- Other items as determined by the Director

⇒ Please contact your electric provider for setback requirements from electric lines.

Receipt No. 569916  
 Receipt Amount 30

**APPROVED** **DENIED**

Board Member Initials: [Signature]

Meeting Date: 4/16/19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

December 14, 2018

Brant Lemer  
5615 Lincoln Way  
Ames, IA 50014

**Subject:** Follow-up questions/comments to zoning permit application and site development plan sketch drawing submittal for the proposed reuse of the existing 30'x 85' (2550 sq. ft.) hoop building for equipment storage located at 5615 Lincoln Way (parcel #09-06-350-340).

Dear Mr. Lemer,

Thank you for your submittal of the zoning permit application and site development plan sketch drawing for planned reuse of the existing 30'x 85' (2550 sq. ft.) hoop building located at 5615 Lincoln Way (parcel #09-06-350-340). The zoning permit application indicates the hoop building is planned for equipment storage. The zoning permit application and site development plan sketch drawing were routed and reviewed by Story County Planning and Development Department and other County departments. The Story County Land Development Regulations require zoning permits and site development plans to be acted on by the Story County Board of Supervisors.

Please respond to the following questions/comments.

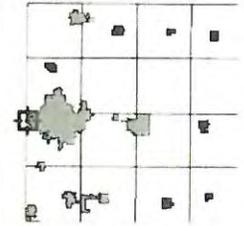
#### Planning and Development Department Comments

1. In addition to a bobcat and the tree trimming truck, what additional equipment will be located inside the hoop building? *only owned equipment by property owner.*
2. Will any bi-products or residual materials (i.e. dirt, tree limbs) obtained from contracting services or projects be brought back to the property? If so, where will the material be located and how will it be contained? *NA NO*
3. Will customers come to the property to arrange for contracting services? If so, where will customers park? *NA NO*
4. Will the shop building continue to be used for contractor equipment storage? *?*
5. Please provide an aerial or diagram showing the proposed fill dirt locations on the property and your plans for erosion control. *Page 2*
6. Please indicate that the proposed dirt work will be done in accordance to the County's erosion control and stormwater management and water quality requirements. *yes.*
7. Is any lighting planned for on or near the hoop building? *no New lighting.*

# Site Plan for Q5



**Overview**



**Legend**

- Parcels
- Lots
- Right of Way
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

- Existing Dirt Pile
- Proposed Fill Location
- Location of Applied Building

<b>Parcel ID</b>	0906350340	<b>Alternate ID</b>	0906350340	<b>Owner Address</b>	LEMER, BRANT
<b>Sec/Twp/Rng</b>	06-83-24	<b>Class</b>	M - MultiResidential		5615 LINCOLN WAY
<b>Property Address</b>	5615 LINCOLN HIGHWAY	<b>Acreage</b>	3.19		AMES IA 50014
	AMES				
<b>District</b>	65009 - WASHINGTON TWP/AMES SCH				
<b>Brief Tax Description</b>	CRESTVIEW AC SD LOTS 3-26 & LOT 27 EX S 20' & E EX S 20' F G LOTS 84-86 & 107-109				
	(Note: Not to be used on legal documents)				

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 3/27/2019  
 Last Data Uploaded: 3/26/2019 11:25:51 PM

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**Story County**

**Agency Information**

Name and title of administrative head:

Name: Linda Murken Title: Board of Supervisors, Chair

Address: 900 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515 382-7202/382-7206 Email: lmurken@storycountyiowa.gov

Name and title of designated Title VI coordinator:

Name: Alissa Wignall Title: Director of Internal Operations and HR

Address: 900 6th Street

City: Nevada State: IA ZIP Code: 50201 County: Story

Phone/FAX: 515 382-7204/382-7206 Email: awignall@storycountyiowa.gov

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, Story County has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
  - (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
  - a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**Story County**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name and Title  
4/16/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Linda Murken/Board of Supervisors, Chair  
\_\_\_\_\_  
Printed Name and Title  
April 16, 2019  
\_\_\_\_\_  
Date

**Title VI Non-discrimination Policy Statement**

The \_\_\_\_\_ Story County \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Alissa Wignall/Board of Supervisor's Office \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.



Signature

Linda Murko Board of Supervisors, Chair

Printed Name and Title

4/16/19

Date



**Stephanie L. Jones**

---

**From:** Brant Lemer <crestviewmhp@ymail.com>  
**Sent:** Wednesday, April 10, 2019 10:35 AM  
**To:** Jerry L. Moore  
**Subject:** Follow up Permit application

[External Sender - Please Use Caution]

Jerry,

This is in response to the follow up questions on your April 8, 2019, letter for request permit on 30' x 85' steel frame fabric hoop building.

Answer to question 1 to additional equipment which may be stored inside such building. Yes as discussed in past conversations hand tools, skid loader attachments, lawn and garden equipment, seasonal snow removal equipment and at times my daily use vehicle.

Answer to question 2. The proposed depth of fill dirt for the proposed area in the previous submittal will range from 6" on the northwest 12" on the Southwest and to grade to the east. This will still allow for proper drainage for the property, existing parcel and adjacent. Note in this area there are some low spots where mobile homes were setting, so dirt will vary in depth as filling occurs.

Thank you and I will try to follow with a phone call later today.

Brant Lemer

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

The Story County (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Story County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Story County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Story County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Story County

(Name of Recipient)

by

Mudamken

(Signature of Authorized Official)

DATED

4/16/19

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the Story County will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Story County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Story County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Story County, its successors and assigns.

The Story County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Story County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Story County pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Story County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Story County will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Story County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Story County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Story County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Story County will there upon revert to and vest in and become the absolute property of Story County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**CONTRACT  
STORY County – Pavement Markings**

**Project No. : PM-2019**

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Linda Murken, Lauris Olson and Rick Sanders, Contracting Authority, and KAM Line Highway Markings, Gilbert, IA 50105, Contractor.

WITNESSETH: That the contractor, for and in consideration of Seventy Two Thousand Seven Hundred Forty Two Dollars and Forty Six Cents (\$72,742.46) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation.

Said plans, proposal, and specifications are hereby made a part of and the basis of this agreement, and a true copy of said plans, proposal, and specifications are now on file in the office of the County Engineer.

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. PM-2019 in STORY County, Iowa, the within contract, the general and detailed plans are and constitute the basis of the contract between the parties hereto.

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

Division No.	Work Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	Liquidated Damages Per Day
					6/3/2019	\$350.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

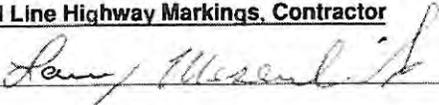
IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this, as of the 16<sup>th</sup> Day of April, 2019.

**Story County, Iowa, Contracting Authority**

By  \_\_\_\_\_ Date 4/16/19

County Board of Supervisors

**KAM Line Highway Markings, Contractor**

By  \_\_\_\_\_

Fed ID: 20-8613059

**Recommended for Approval by:**

 \_\_\_\_\_ Date 4-8-19

Story County Engineer



KAMLI-1

OP ID: SH

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**04/05/2019**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown Insurance Services, Inc. PO Box 784 Ames, IA 50010 Bruce A Brown	515-292-2171	<b>CONTACT NAME:</b> Bruce A Brown <b>PHONE (A/C, No., Ext):</b> 515-292-2171 <b>FAX (A/C, No.):</b> 515-292-2205 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire Group <span style="float: right;">NAIC # 10324</span> <b>INSURER B:</b> American Interstate Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Kamline Highway Markings LLC 53245 150th Street Gilbert, IA 50105		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	60401929	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60401929	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		60401929	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	AVWCIA2784212019	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Story County is named as an additional insured when required by written contract.

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;">STORYC1</div> Story County 837 N Ave Nevada, IA 50201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

STORY COUNTY

837 N Avenue

Nevada, IA 50201

515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 1995-03

Road Name: E23 from

SPONSOR:

Boy Scout #157

Number of Volunteers: 12

Name of Sponsor (Organization, Group or Individual)

3826 Berkshire Avenue

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Tracy Porter

515-460-0271

tracyporter73@yahoo.com

Contact Person

Address

Phone #

Email

Description of the road for which application is being made:

E23 from R50 west to R38

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

*Tracy Porter*

Applicant

4/5/19

Date

STORY COUNTY APPROVAL

*Daren Moran*

County Engineer

4-10-19

Date

*Mudamker*

Chair, Story County Board of Supervisors

4/16/19

Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be

May 5

Fall clean-up will be:

October 13

STORY COUNTY  
837 N Avenue  
Nevada, IA 50201  
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 1997-02  
Road Name: R38

SPONSOR:

Sigma Kappa Sorority Number of Volunteers: 155  
Name of Sponsor (Organization, Group or Individual)

233 Gray Avenue  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Foundation Chair 233 Gray Ave 515-245-5277 Sigkadupps1874@gmail.com  
Contact Person Address Phone # Email  
~~mfinch@iastate.edu~~

Description of the road for which application is being made:  
R38 from Zumwalt Station (250th) south to 260th

Number of miles requested for litter removal: 1.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2019 until December 31, 2019.

Rebecca J. Olson 4-8-19  
Applicant Date

STORY COUNTY APPROVAL  
[Signature] 4-11-19  
County Engineer Date

[Signature] 4/16/19  
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be 4/23/19 Fall clean-up will be: ?  
+  
4/24/19

Closure No. 19-35

Date April 10, 2019

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Bridge Damage in section 7-8 Indian Creek on

295th St East of S14 and 632nd Ave Closed South of T intersection

Motion by: Sanders Seconded by: Olson

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



Story County Board of Supervisors

Closure No. 19-36

Date April 10, 2019

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Frost Boil in section 12-13 Richland on

180th St is closed between 670th Ave and 677th Ave

Motion by: Sanders Seconded by: Olson

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

Murken

Story County Board of Supervisors

## STORY COUNTY UTILITY PERMIT

Date 4/10/2019

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 24th St. Marshalltown, 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 electric on secondary route 570th Ave, from pole to edge of property, a distance of 25 ft ~~1500 ft~~.

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 4-10-19

Consumers Energy  
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064  
by Phone no.

Recommended for Approval:

Date 4-10-19

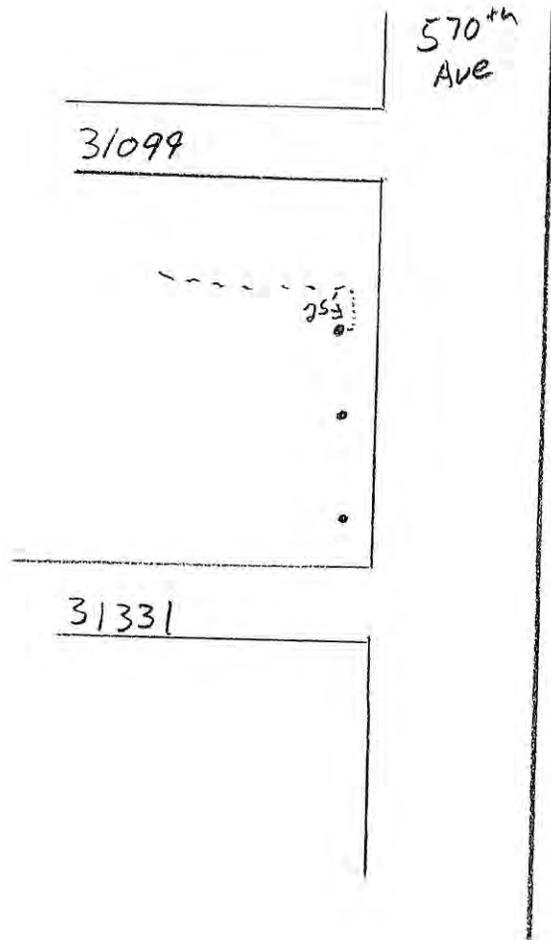
Janon Morn 515-382-7355  
County Engineer Phone no.

Approved:

Date 4/10/19

Mudaber  
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.



Installing new 7200 volt electric in 2" duct along the edge of the right-of-way for 25' at a minimum depth of 4' below the ground

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Deb Schildroth, Director of External Operations and County Services, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7200

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER #19-97**

**RESOLUTION BY STORY COUNTY BOARD OF SUPERVISORS FOR SUPPORT OF  
STORY COUNTY HOUSING TRUST FUND**

**WHEREAS**, the Story County Housing Trust (SCHT) is a 403b nonprofit entity and also certified as a Local Housing Trust Fund (LHTF) with the State of Iowa in accordance with Administrative Rules, and is administered through the State Housing Trust Fund (SHTF) managed by the Iowa Finance Authority; and

**WHEREAS**, Story County is one of most recent counties in the state of Iowa that has formed a LHTF. In doing so, the SCHT has access a substantial pool of monies to use towards attaining and maintaining affordable housing; and

**WHEREAS**, the SHTF determines how the funding will be distributed to the State's 26 LHTFs; and determines accountability standards; and in order to abide by all of the standards the Board of Directors of the SCHT has contracted with the Polk County Housing Trust Fund (PCHTF) to provide administrative services through Calendar Year 2019; and

**WHEREAS**, to maintain eligible to apply for annual funding through the SHTF the SCHT is required to establish 25% local matching monies to the SHTF grant awards; and

**WHEREAS**, the SCHT is to provide affordable housing services for the moderate to very low-income the residents of Story County; thirty percent of all monies expended shall be for residents with incomes at or below 30% Area Median Income (AMI) for Story County Iowa; and

**WHEREAS**, to date, the SCHT has received two grants from the SHTF and matching monies were obtained for these grants. The Board of Directors (Board) are now charged with the task of fund raising to ensure future monies are available to make applications to the SHTF monies on or around October 1, 2019 (for FY2019 and FY2020) for continuing services in Story County; the current Board members are Steve Ringlee, Erik Bunker, Amber Corrieri, Board Chair, Brenda Dryer, Shelley Jaspering, March Olson, Hope Metheny, Greg Schlueter, Sheryl Phipps, Lauris Olson and Craig D. Henry, and

**WHEREAS**, the SCHT continues to actively work with Story County and the municipalities within Story County to identify their specific needs. The areas of need, thus far, have included rental assistance and rehabilitation of existing housing stock; and

**WHEREAS**, in FY2018 the Board allocated \$184,849 to six (6) agencies/municipalities/faith based organizations to provide Owner-Occupied Repairs (OOR) to residents with 80% AMI and allocated \$114,313 towards Rental Assistance; FY2019 allocations are: \$185,000 for OOR programs and \$64,467 towards Rental Assistance; and

**WHEREAS**, a community match of approximately \$60,000 is required as a portion of the SCHT application to the SHTF grant for FY2019 and FY2020, respectively, and

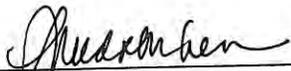
**WHEREAS**, the community match of \$60,000 is pro-rated across Story County based on available population figures. SCHT is requesting fiscal support from Story County and the municipalities within Story County for the application(s), and

**WHEREAS**, the Story County Board of Supervisors have, by resolution, agreed to support the SCHAT application's community match with fiscal support for FY2019 and FY2020, for \$10,000 each year. This amount is the pro-rated sum for all unincorporated residents and all Story County municipalities at or below a population level of 2,000 citizens.

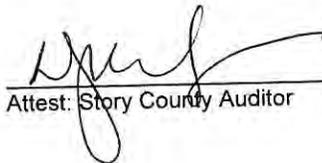
**BE IT RESOLVED, THEREFORE**, that this request be considered and approved by the Story County Board of Supervisors for FY2019 and FY2020 and it is being recommended for approval.

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

Dated this 16 day of April 2019.



Board of Supervisors



Attest: Story County Auditor

Moved by: Olson

Seconded by: Sanders

Voting Aye: Olson, Sanders, Murken

Voting Nay: None

Absent: None

# **Story County Housing Trust**

## **Accomplishments/Achievements (2017 & 2018)**

- Task Force received certification as a Local Housing Trust Fund through the State Housing Trust Fund
- Retained Polk County Housing Trust Fund to provide administrative services and held 1<sup>st</sup> annual meeting Sept. 2017; elected a governing body according to the Bi-laws and Articles of Incorporation
- Applied for first State Housing Trust Fund (SHTF) grant- Oct 2017
- December 2017 awarded the maximum grant available from SHTF of \$239,313.00
- FY2017 matching funds required by the SHTF grant received nearly \$48,600.00 public (Includes City of Ames \$34,000.00 grant) and \$12,500.00 private donations
- FY2018 required matching funds pledged a little over \$60,000.00 (Includes City of Ames \$34,000.00 grant)
- Story County Housing Trust awarded \$185,000.00 in Owner-Occupied Repair grants to six organizations to provide repairs for homeowners with 60% or less of area median income:
  - ✓ Ballard Area OOR- "His Work Our Hands"
  - ✓ Collins OOR program- City of Collins
  - ✓ Gilbert Housing Repair & Rehab program- City of Gilbert
  - ✓ Habitat for Humanity of Central Iowa
  - ✓ Housing Repair & Rehab Assistance- Third Place, Inc.
  - ✓ Pre-Weatherization Renovation- Mid-Iowa Community Action, Inc.
- Owner-Occupied Repair contracts issued and projects started throughout the Story County
- SHTF grant application submitted for the maximum allocation of \$216,330.00
- FY2019 required matching funds needed is \$54,000.00 with pledges received of nearly \$48,000.00 (Includes the City of Ames \$35,000.00 grant)

Respectfully Submitted,

Lori Kauzlarich  
Story County Housing Trust  
10/3/2018

<b>SCHT Public Donor</b>	<b>FY 2017 Pledge amount</b>	<b>Date Rec'd</b>	<b>Amount Rec'd</b>	<b>Check #</b>
Story County*	\$9,086.27	3/12/2018	\$9,086.27	165449
Ames	\$34,000.00	3/5/2018	\$34,000.00	439409
Huxley	\$1,831.59	3/19/2018	\$1,831.59	139214
Nevada	\$3,666.43	3/1/2018	\$3,666.43	68729
Story City	\$0.00			
<b>TOTAL:</b>	<b>\$48,584.29</b>		<b>\$48,584.29</b>	

<b>SCHT Public Donor</b>	<b>FY2018 Pledge amount</b>	<b>Date Rec'd</b>	<b>Amount Rec'd</b>	<b>Check #</b>
Story County*	\$9,086.27	10/5/2018	\$9,086.27	169736
Ames	\$34,000.00	12/12/2018	\$34,000.00	
Huxley	\$0.00			
Nevada	\$3,666.43		\$3,666.43	
Story City	\$1,858.10	3/2/2018	\$1,858.10	74313
<b>TOTAL:</b>	<b>\$48,610.80</b>		<b>\$48,610.80</b>	

Submitted by the Polk County Housing Trust Fund





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: [Signature]
Meeting Date: 4/16/19
Follow-up action:

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: US Census Complete Count Committee - CCC ADMN03-18
DATE: March 7, 2019

Goal of US Census: Count Everyone Once, Only Once and in the Right Place

Benefits to assuring that all people in Story County are counted

- Legislative representation is redetermined through apportionment
\$675 billion will be distributed annually based on US Census information

Key Dates

Table with 3 columns: Year, Month, and Activity. Includes dates from 2018 to 2012 such as '2018 September Begin Recruiting for Census Jobs' and '2020 April 1 2020 Census Day'.

April 5, 2019 Meeting with John Cook, Partnership Specialist, US Census - Complete Count Committee- CCC

Goal: Local Official Help US Census To Get People To Self Enumerate

- Determine ways you can partner for the 2020 Census
Appoint a US Census Liaison
Help with Recruiting for Census Jobs
Establish a CCC



PLEASE RECYCLE



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

Associations, Library, Community Organizations/Non-Profits, Health Departments, Clinics and Hospitals, Heads of Relevant Government Agencies and Departments

Other possible members in Story County – Township Trustees, Unincorporated Village (Business owners), Mobile Home Park Managers/Owners, Hospitals & Schools

- Formalize with Letter to Regional Director  
P&D staff or Liaison work with Board Staff (Deb Schildroth) to draft letter for Board action
- Determine CCC Membership  
Board to determine membership (Work with Liaison to devise selection system, ultimately Board decision)
- Request CCC Training  
In-person and by webinar, Liaison to assist with training organization

**Board of Supervisors motion(s):**

1. Request staff to prepare letter to the Regional Census Director in support of participating in creating a Complete Count Committee
2. Appoint a US Census Liaison
3. Promote Recruiting For Census Jobs
4. Request CCC Training (through Liaison)



PLEASE RECYCLE



2020 Census

# A Message from the Director

The Chicago Region is pleased to share its plans for the upcoming census.

We look forward to this opportunity to meet and engage partners in support of our 2020 Census mission: to conduct a census of population and housing and disseminate the results to the President, the states and the American people. **Our goal is to count everyone once, only once, and in the right place!**

We want to share the many opportunities available to be engaged and partner with the Chicago region. With your assistance and support, we will take every opportunity to work in concert with the eight states in the region: Arkansas, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri and Wisconsin.



**Marilyn A. Sanders**

*Chicago Regional Director*

2020 Census

# A Message from the Director

Thank you for attending and hosting this crucial meeting with the Chicago Region's 2020 Census Partnership team. I am certain you will find the information shared informative and staff from the Chicago Region responsive to your questions. We are available as a resource and engaged at every level to achieve a complete count of the population in this region.

Feel free to email me, contact me by telephone or schedule a meeting if you desire. I can be reached at [marilyn.a.sanders@census.gov](mailto:marilyn.a.sanders@census.gov) or 630-288-9301.

***I look forward to the 2020 Census Experience!***



2020 Census

# Gov Parsons Signs Executive Order 18-12 to Officially Launch Missouri's SCCC

Regional Director, Marilyn A. Sanders, and Chicago Region ARCM Elisa Johnson, traveled to Jefferson City, MO to join Governor Mike Parsons as he signed Executive Order 18-12, **officially launching the Missouri State Complete Count Committee**. They were joined by partners from around the State of Missouri, including Matt Hesser, Missouri State Data Center; Sarah Steelman, Commissioner of the Office of Administration; and Thomas McAulliffe, Director of Health Policy for the Missouri Foundation for Health.



2020 Census

# A Constitutional Mandate

The **U.S. Constitution** (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States.

- All 50 states, Puerto Rico, Washington DC, and Island areas
- People of all ages, races, ethnic groups, citizens, and noncitizens

**The Next Census Occurs in 2020!**

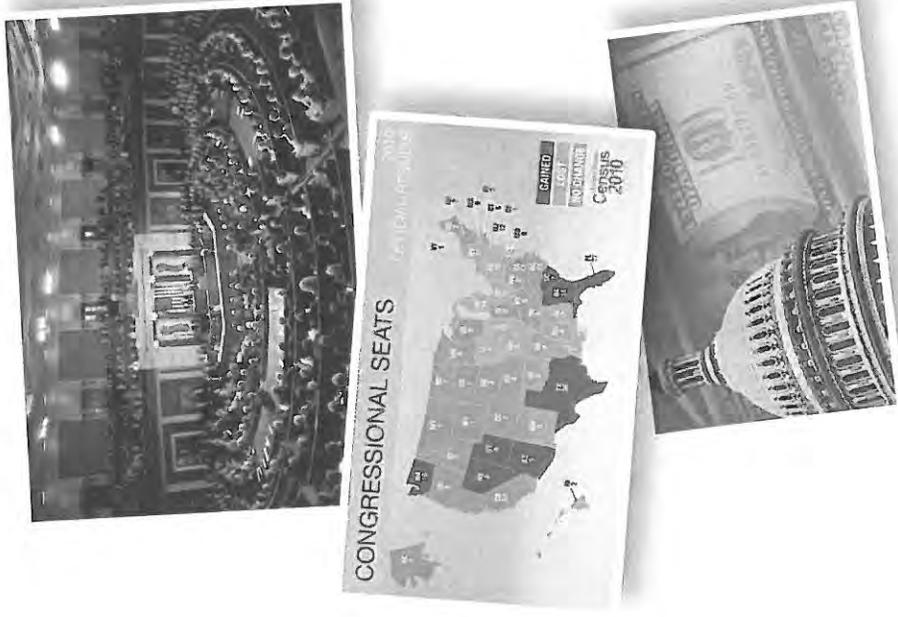


2020 Census

# Democracy & Funding

Legislative Representation  
is redetermined through  
**Apportionment**

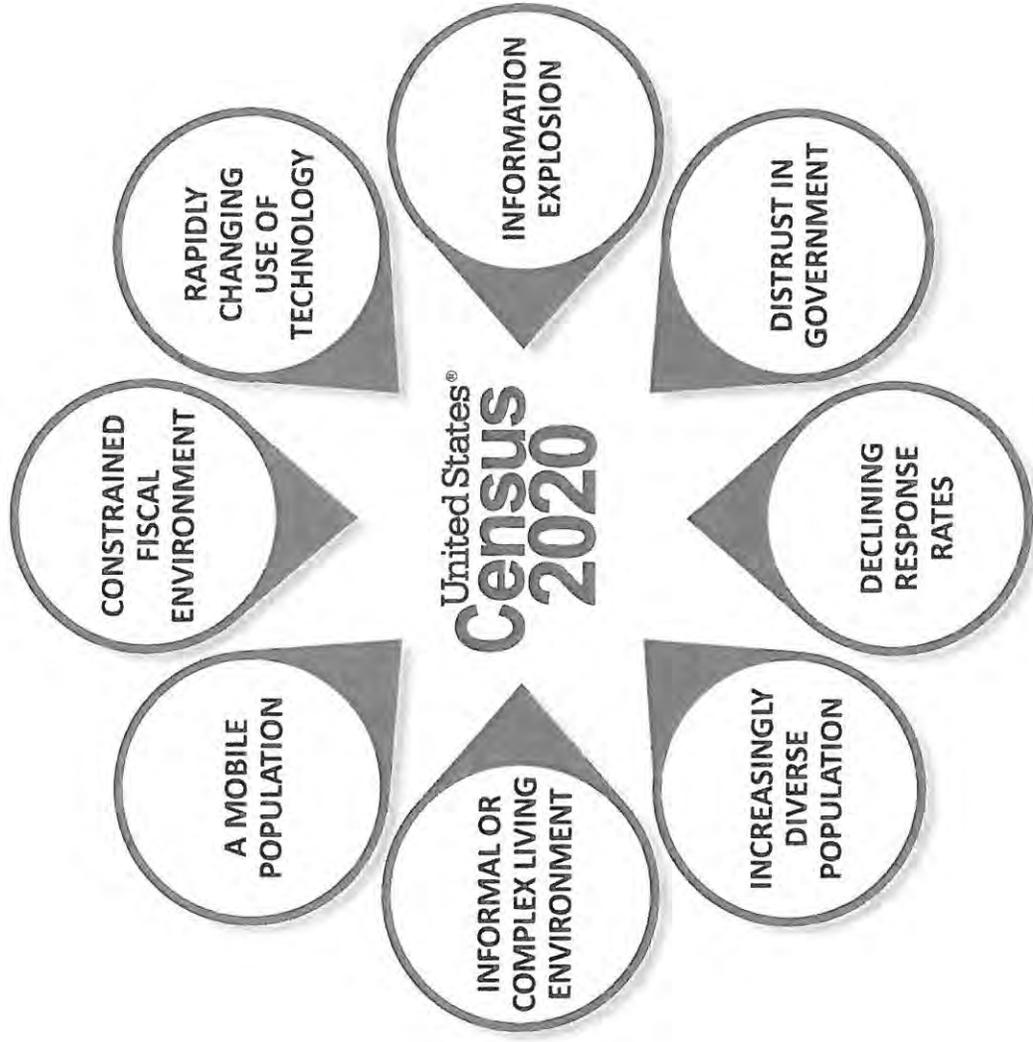
**\$675 Billion** will be  
distributed annually based  
on Census information



2020 Census

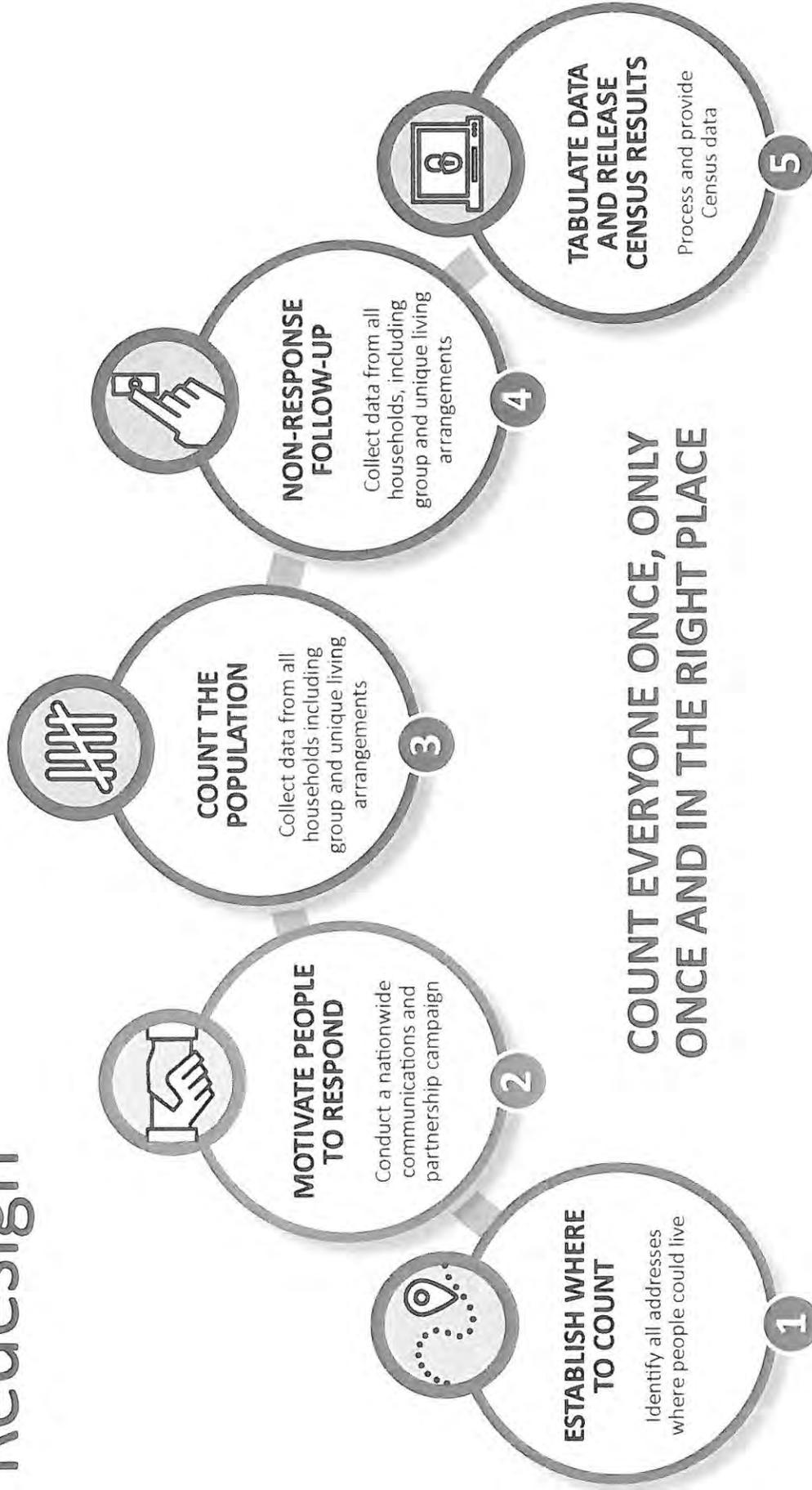
# Environment

The 2020 Census is being conducted in a rapidly changing environment, requiring a **flexible design** that takes advantages of new technologies and data sources while minimizing risk to ensure a high quality population count.



2020 Census

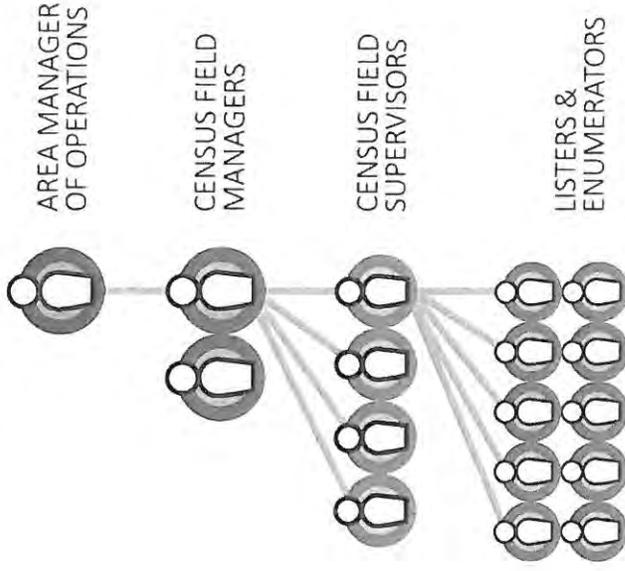
# Redesign



# Re-Engineering Field Operations

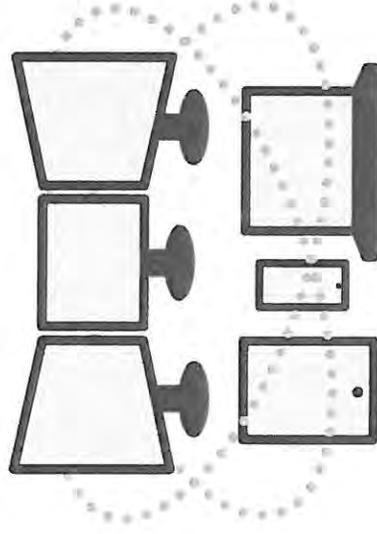
*Using Technology To Efficiently and Effectively Manage 2020 Census Field Work*

## STREAMLINED OFFICE AND STAFFING STRUCTURE



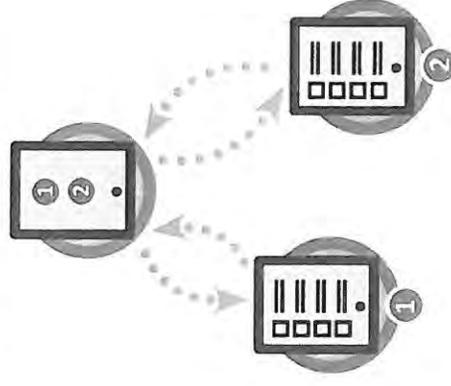
## INCREASED USE OF TECHNOLOGY

- Automated and optimized work assignments
- Automated recruiting, training, payroll, and expense reporting
- Reduced paper and manual processing



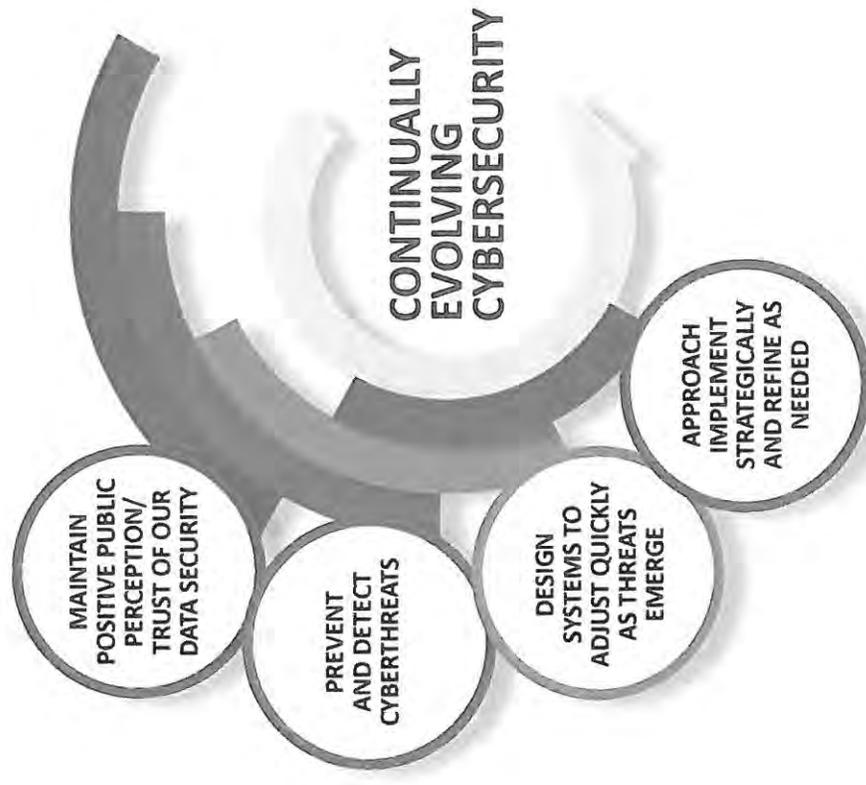
## INCREASED MANAGEMENT AND STAFF PRODUCTIVITY

- Increased visibility into case status for improved workforce management
- Redesigned quality assurance operations
- Improved communications



# Cybersecurity Risk Mitigation Strategy

- **Federal Partnerships** to assist with threat detection and recovery
- **Communication Plan** to inform respondents about personal proactive cybersecurity steps
- **Industry Solutions** to provide services that protect, detect and resolve threats
- **Incident Response Plan** to contain and manage security breaches



2020 Census

# Recruiting & Job Opportunities

## Chicago Regional Census Center (RCC)

- Management
- Clerical
- Recruiting
- Information Tech
- Space / Leasing
- Administrative
- Partnership

For current job openings, visit [2020census.gov/jobs](https://2020census.gov/jobs) or call **855-JOB-2020** or if you have any questions, email us at [chicago.rcc.recruiting@census.gov](mailto:chicago.rcc.recruiting@census.gov).



2020 Census

# Recruiting & Job Opportunities

## 32 Area Census Offices (ACOs)

*AR, IA, IL, IN, MI, MN, MO, WI*

- Recruiting Assistants
- Office Operations Supervisors
- Office Clerks
- Census Field Supervisors
- Address Listers
- Census Enumerators / Takers

For current job openings, visit:

[2020census.gov/jobs](https://2020census.gov/jobs)

[2020census.gov/fieldjobs](https://2020census.gov/fieldjobs)

or call 855-JOB-2020 or if you have any questions, email us at [chicago.rcc.recruiting@census.gov](mailto:chicago.rcc.recruiting@census.gov).



# Recruiting and Assessment Improvements

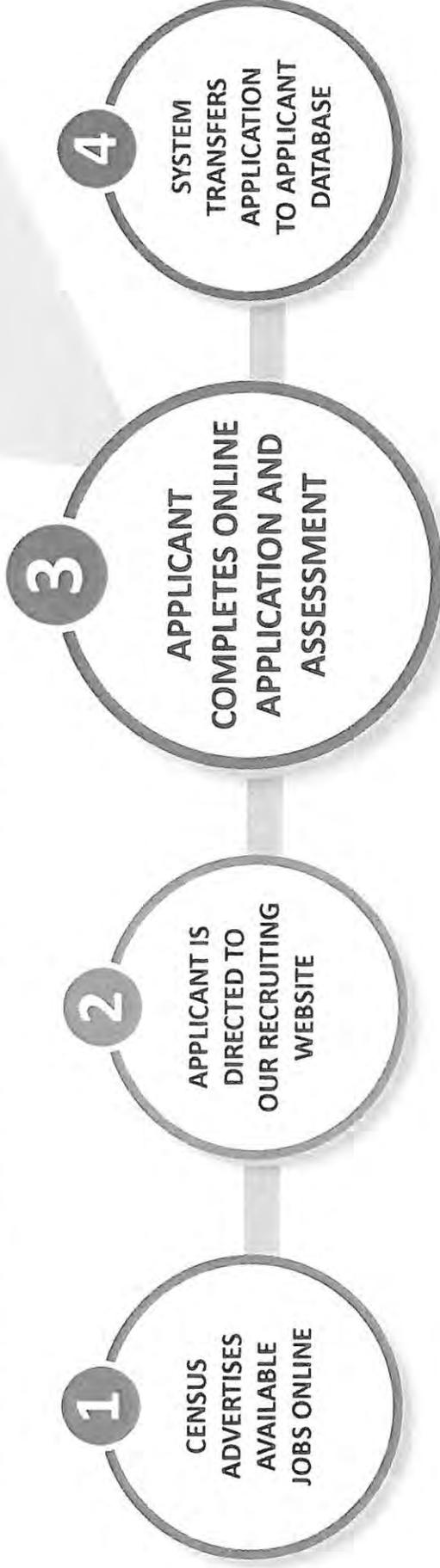
New for 2020, online job application and online assessments now utilize:

- **Situational Judgement Questions**
- **Biodata Questions**

*(Questions about life and work experiences, as well opinions, values, beliefs, and attitudes that reflect a historical perspective. – Wikipedia)*

Sample Question:  
**How quickly do you adapt to new things?**

- I adapt almost instantly.
- I adapt, but it takes a little time.
- I take my time to adapt.



# Operational Schedule / Key Milestones

<b>2018</b>	<i>September</i>	Begin Recruiting for Census Jobs
<b>2019</b>	<i>January</i>	Area Census Offices Begin Opening Complete Count Committees Begin Activities
	<i>August</i>	In-Field Address Canvassing Starts
	<i>February</i>	Begin Group Quarters Operations
<b>2020</b>	<i>End of March</i>	Self-Response Period Begins
	<i>End of March-July</i>	Begin Field Enumeration (in Selected Areas)
	<b>April 1</b>	<b>2020 Census Day!</b>
	<i>Late April - August</i>	Conduct Nonresponse Follow-Up (NRFU)
	<i>December 31</i>	Deliver Apportionment Counts to President
<b>2021</b>	<i>April 1</i>	Deliver Redistricting Counts to States

# Goal of the Partnership Program

*Work with local partners to **Engage, Educate and Encourage** participation in the 2020 Census by those who are less likely to self respond and who are known to be hard to count.*

*The 2020 Census succeeds through partnerships with:*

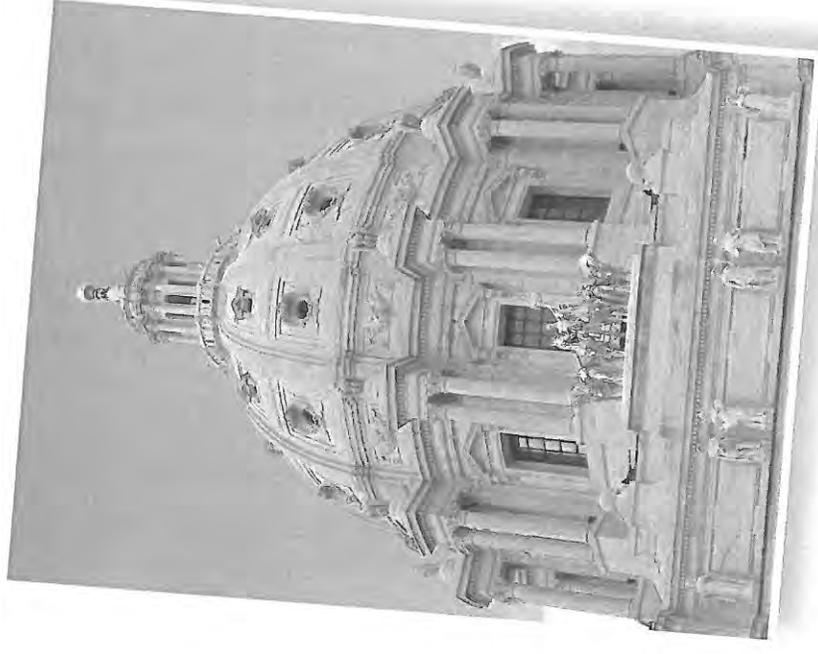
- Tribal Governments
- State Governments
- County and Municipal Governments
- Community Organizations
- Faith-based Institutions
- Schools/Colleges
- Businesses
- Local Media
- Philanthropy



# State Complete Count Commissions

## New for 2020!

- **Organized** by governor's office or State Data Center
- Formed by **executive order** or by legislation
- Governor **appoints members** of the commission
- Commission organizes outreach efforts for **entire state**, provides guidance, resources and support for census implementation.



# Complete Count Committees (CCCs)

- Organized at the **county, municipal, or community** level
- Formed by local, official **proclamation** or passage of **ordinance**
- Members appointed by the **Highest Elected Official** (HEO)
- Committee organizes **local outreach efforts**
- Provides **leadership/support** for participation



2020 Census

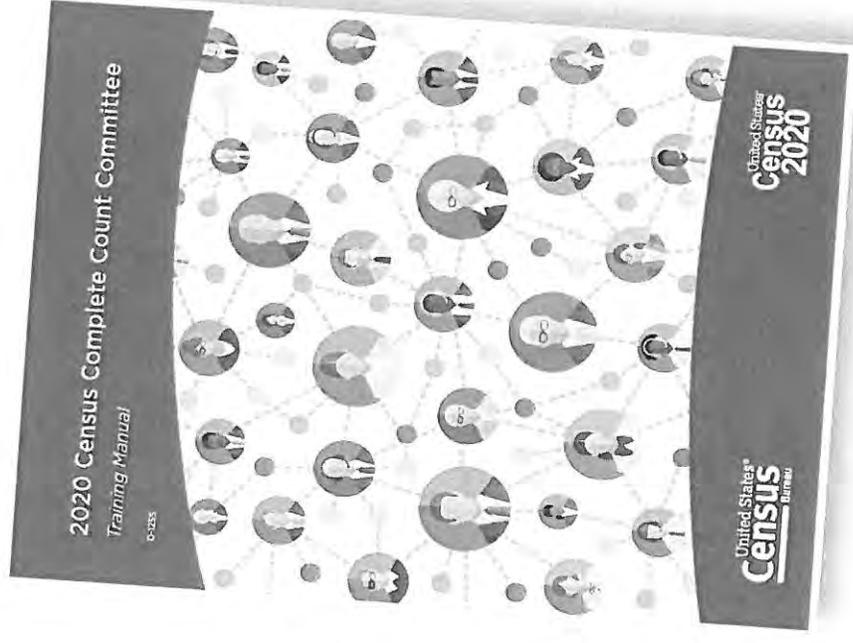
# CCCs Purpose and Influence

- Assist Census Bureau to meet the goal of a **timely, accurate and cost-effective** census count.
- Act as 2020 Census **Champions**
- Provide **“trusted voices”** as Census Ambassadors.

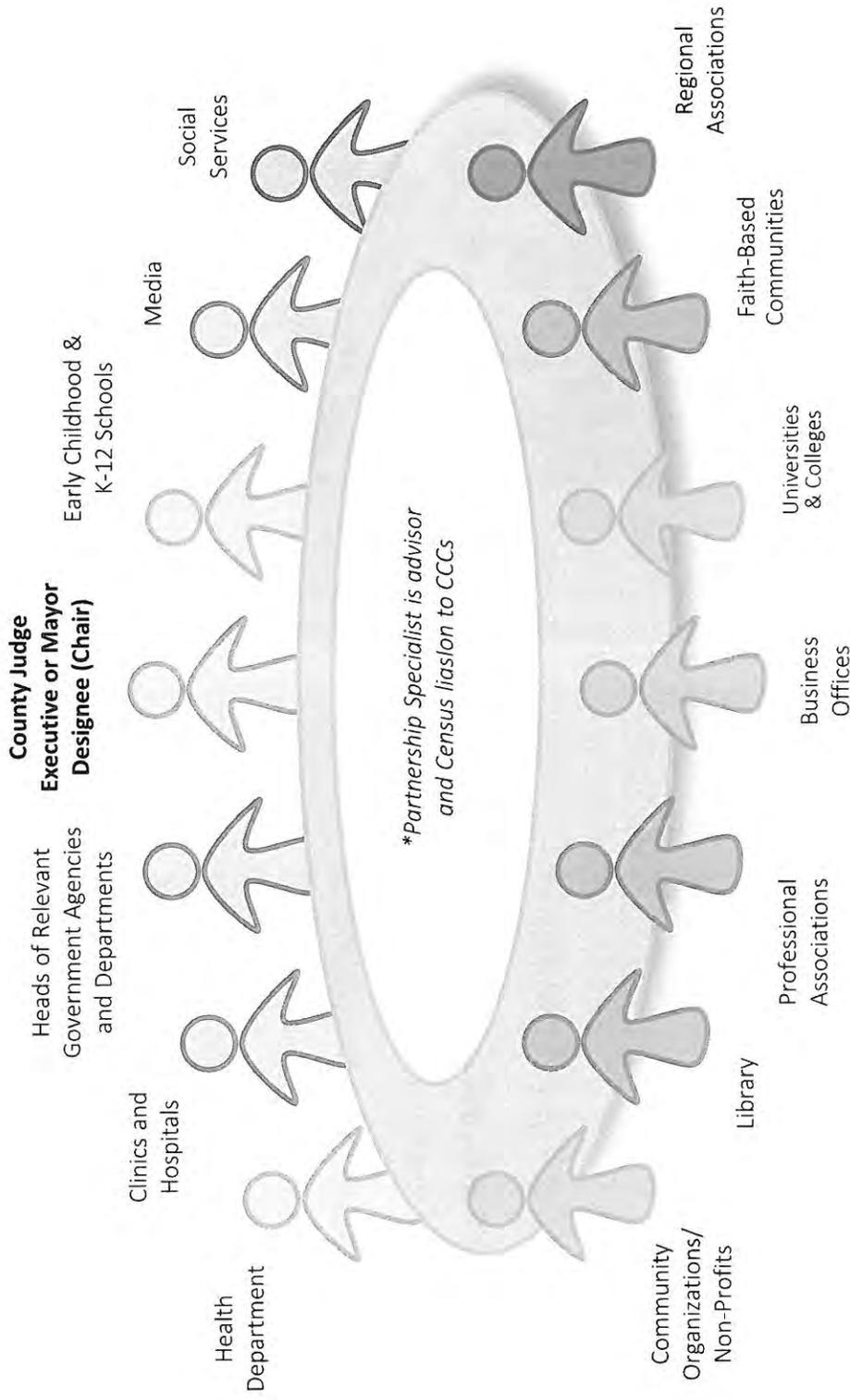


# CCCs Objectives

- **Monitor** census participation
- Target **outreach efforts** in low response rate areas
- Marshall **resources** to support Complete Count goals
- Collaborate with Regional Director and Partnership Specialists for **training and support**

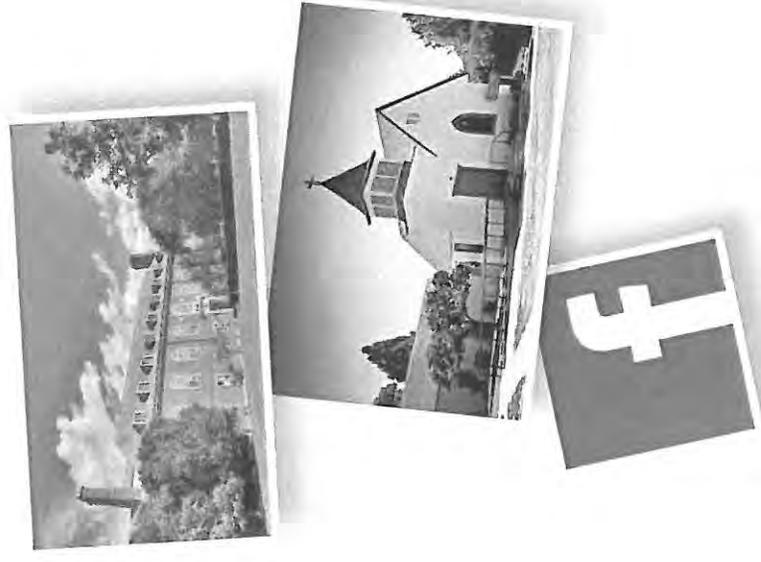


# Who Should be Included on a CCC



# Sample Topics for the CCCs

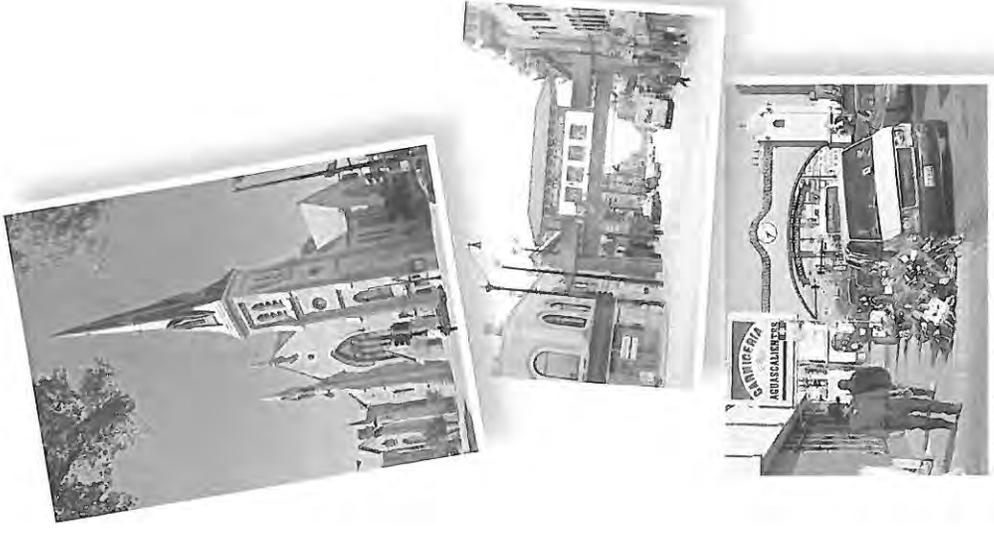
- How to reach **specific audiences**, such as Millennials, students, Seniors, businesses, and faith-based communities
- How to help **recruit** for Census Jobs
- How to use and engage with **Media & Social Media**
- How to **share, reinforce, and localize** the Census message



2020 Census

# Community Outreach

Community/Immigrant Based Organizations, Cultural programs and Centers, Embassies, Consulates General and Faith-Based Institutions will be **heavily utilized** to assist with recruiting, language support, translation services and raising awareness within the linguistically isolated areas as well. Key partners like the Polish American Association, Chinese American Service League, MALDEF and the Arab American Association will be heavily utilized for translation and education services.



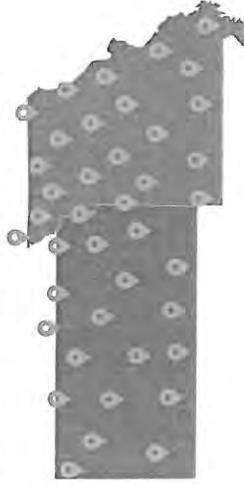
2020 Census

# Non-Profit Partners



Michigan Nonprofit Association

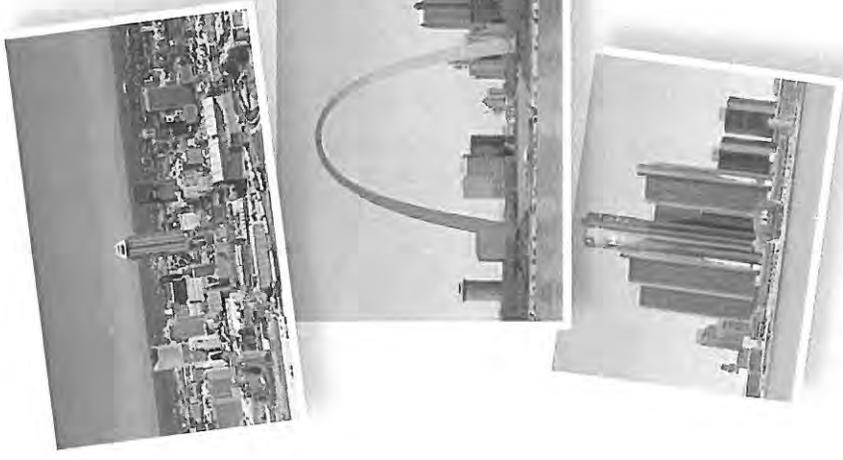
Kansas City Census  
Fundrers' Collaborative



2020 Census

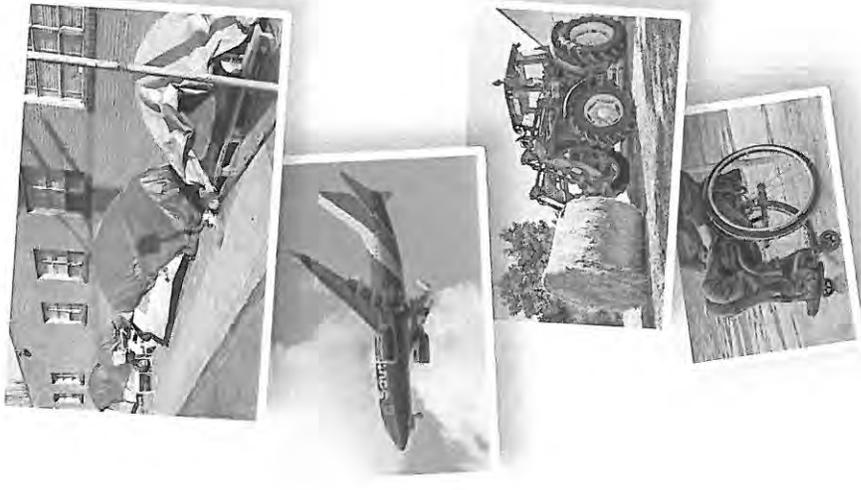
# CCC Launch Calendar

<b>Indianapolis CCC</b>	February 2019
<b>Detroit CCC</b>	February 2019
<b>St. Louis CCC</b>	March 2019
<b>Minneapolis CCC</b>	March 2019
<b>Aurora CCC</b>	April 2019
<b>Chicago CCC</b>	April 2019



# Hard-To-Count (HTC) Demographics

- Children (under 5yrs)
- College Students
- Farm Workers
- Homeless
- Immigrants
- Language Constrained
- Millennials
- Minorities
- People Living in Poverty
- People with Disabilities
- Refugees
- Renters
- Snowbirds
- Senior Citizens
- Veterans
- Young Adults (18-24yrs)



# New Construction

Once a decade, a voluntary opportunity for governments to submit addresses with city style mailing addresses for units constructed after **LUCA** that will be closed to the elements (i.e., basic construction completed) by census day.

*This only applies to governments that will receive decennial census questionnaires by mail.*



New Construction Starts  
April 2019

New Construction Ends  
November 2019

Census Day  
April 1, 2020



2020 Census

# CCC Key Communication Phases

Local governments and community leaders participate in activities highlighting that the 2020 Census is **fast approaching** and it is easy, important and safe.

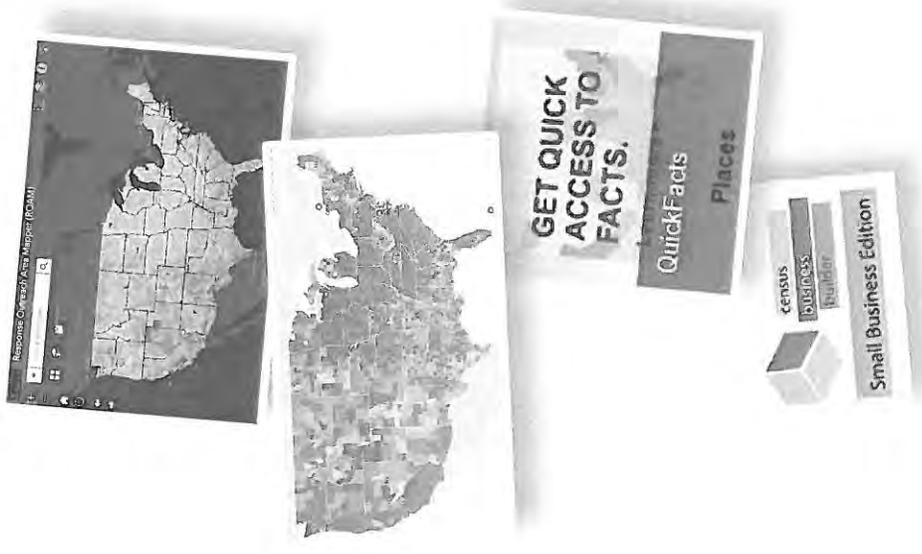
<b>Gear Up Phase</b>	Now – Fall 2019
<b>Engage Phase</b>	Nov – Dec 2019
<b>Educate Phase</b>	Feb 2020
<b>Encourage Phase</b>	Mar – May 2020
<b>Remind Phase</b>	May – Jul 2020
<b>Thank You Phase</b>	Start Jul 2020



2020 Census

# Census Data Tools

- 2010 Mail Participation Rate Map (MPR)
- **Low Response Score Map (ROAM)**
- Data Access Tools  
*American Community Survey (ACS),  
QuickFacts, Business Builder*
- Census Data Access Workshops
- Regional Data Specialists



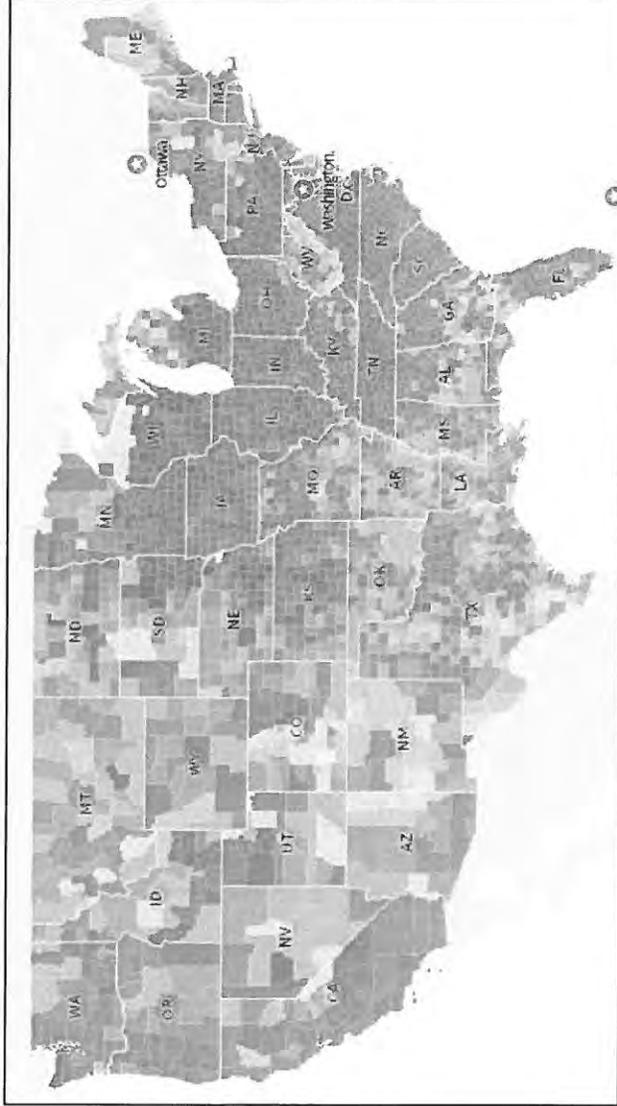
# 2010 Mail Participation Rate Map (MPR)

## 2010 Census

### Participation Rates

State	Rate	Rank
Arkansas	69%	38
Illinois	76%	11
Indiana	79%	3
Iowa	79%	3
Michigan	78%	5
Minnesota	81%	2
Missouri	74%	24
Wisconsin	82%	1

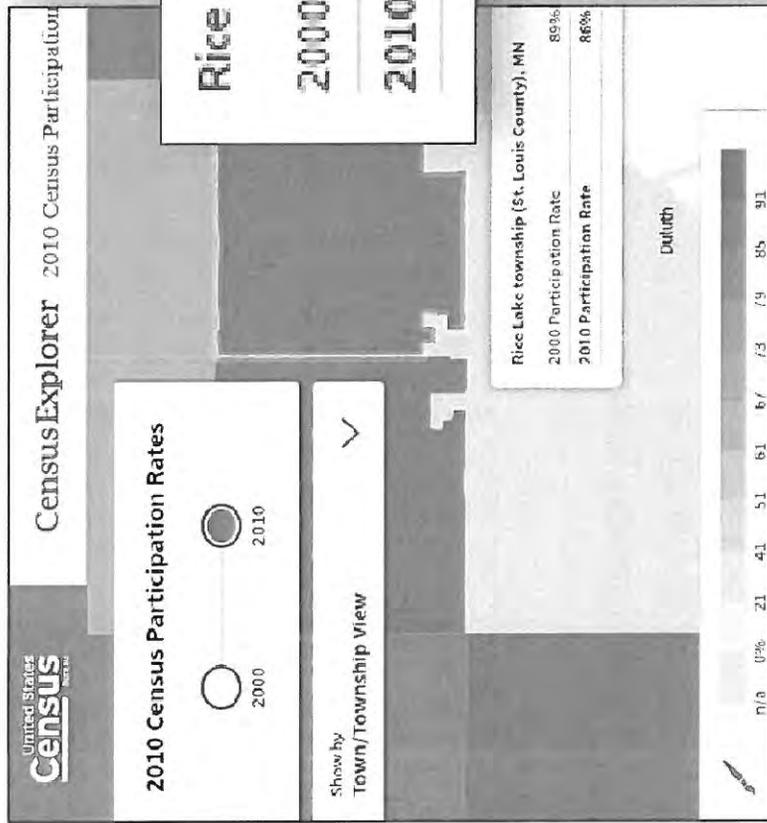
United States 74% NA



[census.gov/censusexplorer/2010ratemap.html](https://census.gov/censusexplorer/2010ratemap.html)

2020 Census

# Localized Mail Participation Rate Map

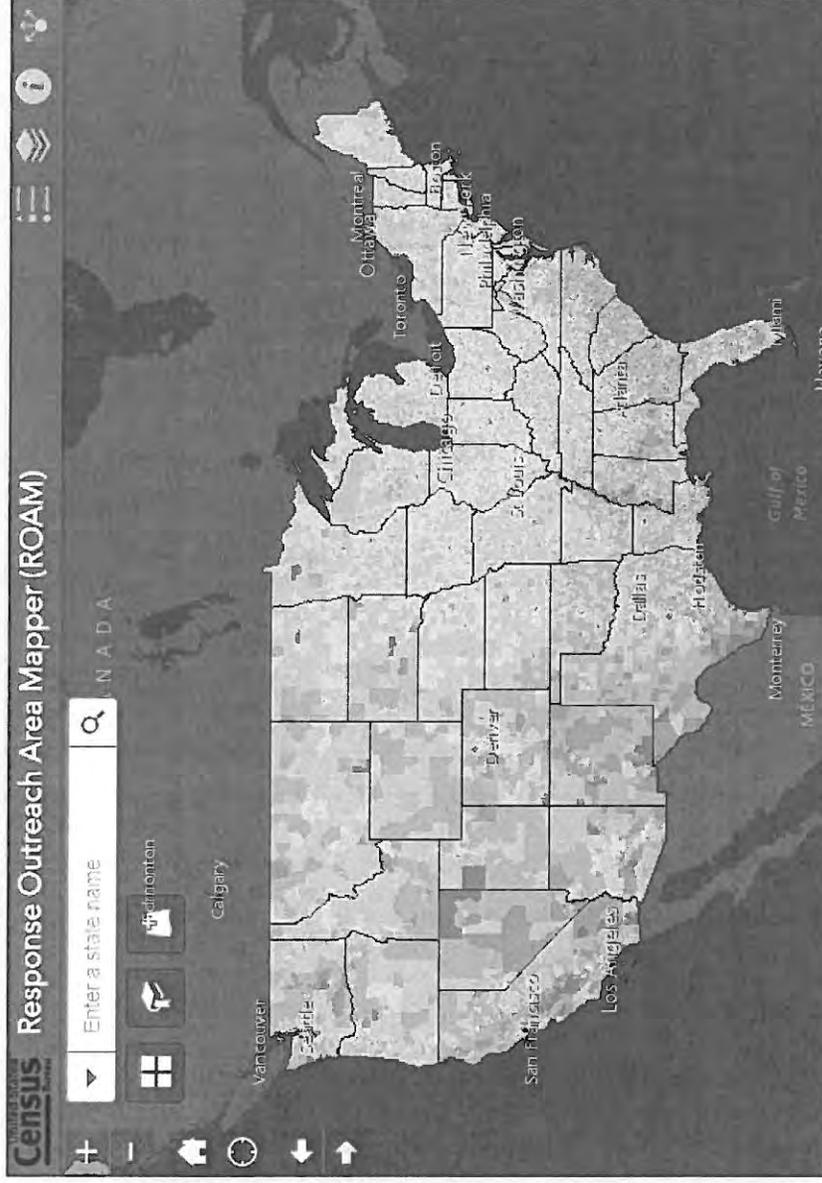


2020 Census

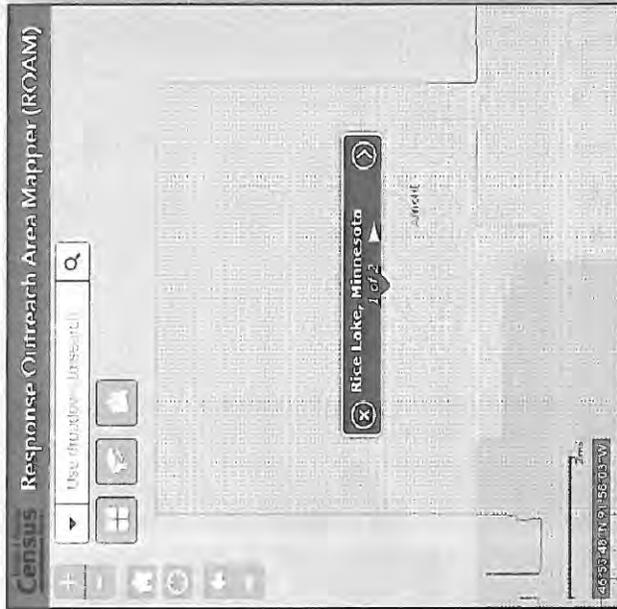
# Response Outreach Area Mapper (ROAM)

## Low Response Score

- 30.0 to 49.1
- 25.0 to 29.9
- 20.0 to 24.9
- 16.0 to 19.9
- 0.0 to 15.9
- Not Calculated



# ROAM Low Response Score Area Map



Census Tract 4  
St. Louis County, Minnesota

Low Response Score (%): 19.0

2012-2016 ACS 5-year estimates

- Total Population: 5,511
- Median Household Income (\$): 57,544
- Population Under 5 (%): 2.61
- Population 18-24 (%): 36.91
- Population 65 and Over (%): 16.28
- Below Poverty Level (%): 25.23
- Not High School Graduate (%): 5.46
- Non-Hispanic, Black (%): 0.51
- Non-Hispanic, White (%): 88.86
- Hispanic (%): 1.11
- American Indian or Alaska Native (%): 0.34
- Asian (%): 5.48
- Native Hawaiian or Other Pacific Islander (%): 0.00
- Some Other Race (%): 0.00
- Foreign Born (%): 5.53
- No One in Household Age 14+ Speaks English "Very Well" (%): 0.39
- Population 5+ Who Speak English Less Than "Very Well" and Speak Spanish (%): 0.41
- Population 5+ Who Speak English Less Than "Very Well" and Speak Russian (%): 0.00
- Population 5+ Who Speak English Less Than "Very Well" and Speak Chinese (%): 0.22
- Population 5+ Who Speak English Less Than "Very Well" and Speak Korean (%): 0.00
- Population 5+ Who Speak English Less Than "Very Well" and Speak Vietnamese (%): 0.00
- Population 5+ Who Speak English Less Than "Very Well" and Speak Tagalog (%): 0.00
- Population 5+ Who Speak English Less Than "Very Well" and Speak Arabic (%): 0.00
- Total Housing Units: 1,858
- Total Occupied Housing Units: 1,704
- Renter Occupied Housing Units (%): 30.49
- Family Occupied Housing Units with Related Children Under 6 (%): 13.67
- Population 1+ Who Moved From Another Residence Within the Last Year (%): 31.56
- Vacant Housing Units (%): 3.44
- Multi-Unit (10+) Housing (%): 14.80

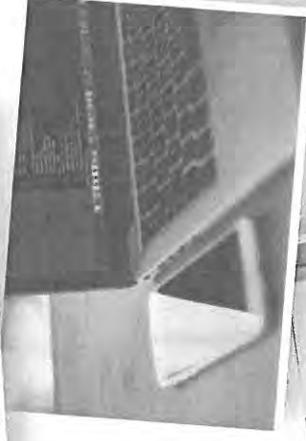
# Census Data Maps Compared

	MPR Map	ROAM Map
<i>Data Collection</i>	 <p>Prior 2 Decennial Censuses 2000 &amp; 2010</p>	 <p>American Community Survey (ACS) 2012 - 2016 / 5 year estimate</p>
<i>Objective</i>	Demonstrate the mailed-in responses & participation rate of the previous Decennial Censuses	Identify hard-to-survey areas and provide a socioeconomic & demographic profile of those Census Tracts
<i>Timeframe</i>	Past History	Most Current & Future Trends
<i>Color Coding</i>	Darker / Deeper the color, the higher the Census Mail Participation Rate (Light Orange to Dark Red)	Darker / Deeper the color, the higher the Low Response Score (Light Beige to Green to Dark Blue)
	<a href="https://census.gov/censusexplorer/2010ratemap.html">census.gov/censusexplorer/2010ratemap.html</a>	<a href="https://census.gov/roam">Census.gov/roam</a>

2020 Census

# CCC Training

- Winter 2018/2019
- In-person and via webinar
- Materials provided by the Chicago RCC
- **Partners can assist by providing training space**



# Critical Next Steps

- Determine ways you can Partner for the 2020 Census
- Appoint a Census Liaison
- **Help with Recruiting for Census Jobs**
- **Establish a CCC**
- Formalize with Letter to Regional Director
- Determine CCC Membership
- Request CCC Training



# Working Together: 2020 Census Mission

“We understand that a plan is only as good as those who are put in the game to mobilize the plan.

Just like a football team, where everyone has to know their role, these plans will help us truly function as a **TEAM** — with the ultimate goal to count everyone once — and only once — and in the right place for the entire eight-state region.”

**Marilyn A. Sanders**

*Regional Director, Chicago*

# Connect With Us

2020 Census Homepage

[census.gov/2020Census](https://census.gov/2020Census)

Census Alerts

[public.govdelivery.com/accounts/USCENSUS/subscriber/new](https://public.govdelivery.com/accounts/USCENSUS/subscriber/new)

2020 Census  
Memorandum Series

[census.gov/programs-surveys/decennial-census/2020-census/planning-management/memo-series.html](https://census.gov/programs-surveys/decennial-census/2020-census/planning-management/memo-series.html)

American Community Survey

[census.gov/programs-surveys/acs/](https://census.gov/programs-surveys/acs/)

Census Jobs

[2020census.gov/jobs](https://2020census.gov/jobs) or [2020census.gov/fieldjobs](https://2020census.gov/fieldjobs)  
[census.gov/about/regions/chicago/jobs/all.html](https://census.gov/about/regions/chicago/jobs/all.html)



[uscensusbureau](https://uscensusbureau)

2020 Census

**Thank You for Your Partnership!**

If you have any questions  
during the 2020 Census,  
**our Partnership Specialists  
are here to help.**

United States®  
**Census  
2020**



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Special Event Permit for Crushed Rock Classic ADMN01-19  
**DATE:** April 11, 2019

### Applicant's Request

Scott Wall, Race Director for Ames Velo is requesting a Special Event Permit for the Crushed Rock Classic bike race planned for May 18, 2019 starting at Sunny Heights Bed & Breakfast, 17641 Templeton Road.

### Items Submitted For Request

Special Event Permit application, summary of race details, flyer of the event, drawings and aerials of race course including details of main gathering location and parking areas, and responses to Planning and Development Department comments/questions.

### County Regulation

Story County Code of Ordinance Chapter 83 generally requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants and spectators. Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief, Ambulance District, Environmental Health, Engineer's Office, Conservation Office, Emergency Management and any other applicable agencies such as cities within two miles of the event.

### Summary of Race

The bike race is a 6.2 mile multi-surface course approximately 2 ¼ miles northeast of Ames and 1 ¾ miles from Gilbert. Sunny Heights Bed and Breakfast is the race headquarters and main gathering location with parking planned on site, the Skunk River Access and Peterson Pits located south of Sunny Heights. The course will include; Templeton Road, 175<sup>th</sup> Street, 550<sup>th</sup> Avenue, 170<sup>th</sup> Street, 569<sup>th</sup> Avenue, through Underwood Farms LLC and Story County Conservation Board Property and 180<sup>th</sup> Street. Races will start 12:00 PM and end around 2:30 PM, followed by an awards ceremony and chili feed. Alluvial Brewing Company and Thirsty Pigs Mobile Event Services will provide free beer. Sunny Heights will provide water. Portable toilets and first aid kit will be provided at the main gathering location. All race volunteers staged on the race course will have bright orange vest, flags, cell phones, and short wave radios. The applicant will monitor weather with the assistance of USA Cycling officials. A \$3,000,000 insurance coverage certificate will be obtained naming Sunny Heights, Story County and Underwood Farms as alternate insureds upon receiving approval of the Special Event Permit from the Board of Supervisors.



PLEASE RECYCLE



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

**Submittal Emailed to Following:**

Sheriff's Office, Fire Chiefs (Gilbert Fire, Nevada Fire), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management, Mary Greeley, City of Gilbert, City of Ames City Manager's Office and Ames Police.

**Meeting on 4-3-19 for Reviewers to Discuss Race.**

In attendance were Bret Johnson Sheriff's Office, Margaret Jaynes Environmental Health, Darren Moon County Engineer, Scott Wall applicant, and Jerry Moore Planning and Development.

**Comments raised at meeting**

Johnson – add race course volunteer at curve north end of Templeton Road and 175<sup>th</sup> Street.

Jaynes – two portable toilets are acceptable (consider one handicapped accessible toilet)

Moon – parking on road is discouraged and should only be used in instances for temporarily dropping off items to main gathering area. Also, keep race course signs at low height so as not to obstruct motor vehicle driver's view.

Moore – meet minimum 50 feet setback for tents, portable toilets and other items where possible. Submit permission from Story County Conservation staff and Underwood Farms for use of their property for race, copies of alcohol licenses from vendors, and copy of insurance certificate. A site inspection of main gathering area will occur by Planning and Development staff prior to race.

Keith Morgan (email) – use radar app on cell phone or other device to track storms, monitor weather early, and have designated person in charge of making weather related decisions.

The applicant agreed that the comments raised at the meeting were reasonable and that they would be met. Story County Conservation staff and Mr. Underwood provided written support of use of their properties for the race. The applicant along with the USA Cycling Officials will make weather related decisions.

Based on input from the departments and agencies representatives reviewing the Special Event Permit application and the meeting on 4-3-19, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit ADMN01-19 with conditions and alternative 2.**

**Conditions include the following:**

1. Submit copy of insurance certificate.
2. Submit copies of alcohol licenses from vendors.
3. Planning and Development staff will do a site review of the race headquarters prior to the race.



PLEASE RECYCLE



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

**Alternatives**

- 1) The Story County Board of Supervisors recommends approval of the Special Events Permit as put forth in case ADMN01-19 as requested by the applicant.
- 2) **The Story County Board of Supervisors recommends approval of the Special Events Permit with conditions as put forth in case ADMN01-19.**
- 3) The Story County Board of Supervisors recommends denial of the Special Events Permit as put forth in case ADMN01-19.
- 4) The Story County Board of Supervisors tables the Special Events Permit request back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.

**APPROVED** **DENIED**

Board Member Initials: AM

Meeting Date: 4/16/19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



PLEASE RECYCLE



# STORY COUNTY SPECIAL EVENT PERMIT

Story County Administration  
900 6th Street • Nevada, Iowa 50201

## ***SPECIAL EVENT NO. ADM02-19***

is hereby issued to:

Ames Velo, Scott Wall, 1306 Douglas Ave, Ames, IA 50010  
for **Crushed Rock Classic**

Located at: Sunny Heights Bed and Breakfast, 17641 Templeton Rd, Ames, IA 50010  
(PIN 05-12-400-215)

Application No. ADM02-19

### **CONDITIONS:**

1. Submit copy of insurance certificate.
2. Submit copies of alcohol licenses from vendors.
3. Planning and Development staff will do a site review of the race headquarters prior to the race.

Story County Board of Supervisors Chair

April 16, 2019  
Date





**This application is to be submitted a minimum of 21 days prior to the event.**  
**All applications are reviewed for comments by other county departments with action by the Board of Supervisors.**

**1. Property Owner\***  
 (Last Name) Metz  
 (First Name) Alan & Debra  
 (Address) 17641 Templeton Rd  
 (City) Ames (State) IA (Zip) 50010  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**2. Applicant** (if different than owner)  
 (Last Name) Wall  
 (First Name) Scott  
 (Address) 1306 Douglas Ave  
 (City) Ames (State) IA (Zip) 50010  
 (Phone) 515-233-1611 (Email) smacwall@msn.com

**3. Property Address** 17641 Templeton Road **Parcel ID Number(s)** 0512400215

**4. Certification and Signature**  
 I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.  
 \*Acknowledgement of property owner is required and may occur via email or by signature of this application.  
 Property Owner Signature *Alan Metz* Date 3/22/19 Applicant Signature *Scott J. Wall* Date 3/15/19

**Event Information:**  
 Type of Event: Bicycle Race  
 Proposed Date(s): Saturday, May 18, 2019  
 Proposed Start Time: 10:00am Proposed End Time: 4:00pm  
 Proposed Location: 6.2 mile loop on Co Roads-see map  
 Estimated Number of Event Staff: 25  
 Estimated Number of Participants: 80-120  
 Estimated Number of Spectators: 25-50

**Submittal Requirements (see Chapter 83 of the Story County Code of Ordinances for details):**

<input type="checkbox"/> Filing Fee (required prior to processing): \$50	<input type="checkbox"/> If serving alcohol, a copy of a liquor license
<input type="checkbox"/> Description of event	<input type="checkbox"/> Fire prevention and emergency medical service plans; Security plan and/or law enforcement assistance
<input type="checkbox"/> Site Plan of existing and proposed buildings, structures, tents, parking, barricades, traffic control devices, street route plan, lighting and perimeter/security fencing	<input type="checkbox"/> Severe weather plan
<input type="checkbox"/> List of signatures and/or copy of correspondence provided to adjacent property owners of the property planned for event	<input type="checkbox"/> Certificate of event/liability insurance
<input type="checkbox"/> Environmental health plan including plans for fresh water supplies, solid waste containers, collection and disposal, and toilet facilities /portable toilets	<input type="checkbox"/> Plans for use of amplified sound, start and ending times, and location of speakers indicated on site plan
<input type="checkbox"/> Name and contact information of all vendors including Food Establishment Permits from the Iowa Department of Inspections and Appeals	<input type="checkbox"/> State electrical permit, if required
	<input type="checkbox"/> Plans for amplified sound and location of speakers

RECEIVED

Receipt No. \_\_\_\_\_  
 Receipt Amount 50

Special Event Request Narrative  
4<sup>th</sup> Annual Crushed Rock Classic Gravel Bike Race  
Saturday, May 18, 2019

The Crushed Rock Classic is a multi-surface bicycle race over a closed loop including paved and gravel roads in Story County, IA and trails in McFarland Park (see maps included with application). For the past three years the race was staged out of McFarland Park and the Conservation Center there but this year we have moved race headquarters to Sunny Heights Bed and Breakfast at 17641 Templeton Road. We expect to draw between 100 and 120 competitors plus another 25-50 spectators and volunteers. This put us below the number of people required for a special events permit and the actual racing will last for about 2 hours but we will be on-site from 8:00 a.m. to 4:30 p.m.

The owners of Sunny Heights requested that we consider using their property as race headquarters and Alan Metz signed off on the Special Events Application. Alan and Debra have told us that they will approach their neighbors about the race and can get written support for the event from those neighbors if necessary. Aside from Sunny Heights there are only 3 other homes (served by 2 driveways) nearby. The owners across from Sunny Heights (17588 Templeton Rd) have let us set up a hilltop finish line at their driveway for the first three editions of the race.

Part of this event has been a chili cook-off after the races. Ames Velo members and anyone else are welcome to bring chili and everyone present votes for their favorite plus gets a free post-race meal. Alluvial Brewing Company has provided free beer and will do so again this year. Thirsty Pigs Mobile Event Company is also interested in providing beer following the races. We will approach both vendors to provide copies of their liquor licenses.

Power and water will be provided by Sunny Heights. Ames Velo will rent portable toilets which will be placed on the Sunny Heights property. Trash containers will be available at Sunny Heights as well.

We will have first aid available at Sunny Heights. For anything beyond basic first aid we will contact first responders. The nature of gravel racing is that the race fields quickly break up into small groups. The largest group we've had stay together for any length of time after the race start was 7 riders. Because the races break up rapidly there tends to be small groups or individuals spread over the entire course by the end of the race. This reduces the chances of riders colliding with each other and we have not had a medical issue in the past three years.

Bicycle races are run rain or shine unless conditions are patently dangerous (lightning, hail, tornadoes). Last year there were severe thunderstorms in the area and our officials were tracking them on radar before we determined that we could start on time. If severe weather strikes the event can be postponed until the danger passes. If weather strikes during the event we would pull riders off the road as soon as possible. Sunny Heights would serve as our shelter at race headquarters.

We will have volunteers at all intersections along the course to direct traffic. This consists of stopping cars until riders pass by and letting drivers know what is going on. Cars will typically not be stopped for more than a minute.

Sunny Heights estimates they have room to park 30-40 cars on their property. We would like to be able to have participants park their vehicles along the west side of Templeton Road between Sunny Heights and 180<sup>th</sup> Street. Our volunteers at the intersection of 550<sup>th</sup> Avenue and 175<sup>th</sup> Street will discourage vehicles from travelling east, against the direction of the race, on 175<sup>th</sup>. This should only affect the 4 residences on Templeton and 175<sup>th</sup> and vehicles will be asked to take 550<sup>th</sup> south to 180<sup>th</sup> and that to Templeton then drive in the same direction as the race. This is primarily to enhance safety where Templeton becomes

175<sup>th</sup> as sight distances are limited there. We would also like to utilize the Skunk River access parking lot at 180<sup>th</sup> and Templeton and the lots at Peterson Pits east and west if necessary.

The Crushed Rock Classic is permitted under the auspices of USA Cycling, the national governing body for bicycle racing in the United States. Once we have approval for the race from Story County I will permit the event with USAC. When they issue a permit I will receive the insurance certificates and get a copy to Story County who will be named as an alternate insured party. The insurance is \$3,000,000 with a maximum of \$1,000,000 per incident. The certificates are typically sent within 5 days of applying to USAC for a race permit.

Scott T. Wall  
Race Director, Ames Velo  
1306 Douglas Ave  
Ames, IA 50010  
515-233-1611 (home)  
515-382-7216 (work)  
515-509-4816 (cell)  
[smacwall@msn.com](mailto:smacwall@msn.com)

4<sup>th</sup> Annual  
**Crushed Rock Classic**  
 @ Sunny Heights Bed and Breakfast  
 p/b Ridley Bikes

**Benefitting:**



**BOYS & GIRLS CLUB**  
 OF STORY COUNTY



Promoted by **Ames Velo**  
 Saturday, May 18, 2019

Held under USA Cycling event permit #2019-689

**Total Cash & Merchandise Prizes: \$1,200.00**

Category	Distance	Places	Prize List
*Open (Cat 1-5)	5 laps/31 miles	10	\$100/90/80/70/60/50/40/30/20/10
*Women's Open (Cat 1-5)	3 laps/18.6 miles	6	\$100/80/60/40/20/10
*Intermediate (Cat 4/5)	3 laps/18.6 miles	5	Merchandise
Fat Bike	1 lap/6.2 miles	3	Merchandise
Enthusiast	1 lap/6.2 miles	None	Bragging Rights

\*The Ridley BeTough KOM/QOM Challenge will be scored each time across the finish line at Sunny Heights – 3 places merchandise per race for these 3 categories.

USAC license required. One-day licenses are available on-site for \$10.00.

Registration: Opens at 10:30 a.m. and closes at 11:40 a.m.

Entry Fees: \$25.00 pre-registration before 10:00 p.m. MDT on May 16, \$35.00 day of race. Fat Bike & Enthusiasts pay just \$15.00.

Start Times: Open race starts at 12:00 p.m. followed at 1-2 minute intervals by the Intermediates, Women, Fat Bike, and Enthusiasts

All USA Cycling rules apply – helmets required at all times when riding. No follow cars – no technical support. Races held rain or shine.

Course: A 6.2 mile, multi-surface circuit 4 miles north of Ames, IA. It includes .45 miles of pavement, 1.35 miles of mowed prairie double-track, and 4.40 miles of crushed rock (gravel) with 2 tough crushed rock climbs.

Directions: From Interstate 35 take exit 116 0.6 miles west on 190<sup>th</sup> Street to N. Dayton Avenue. Take Dayton north 1 mile to its end at 180<sup>th</sup> Street. Take 180<sup>th</sup> west 0.30 miles to Templeton Road then follow Templeton north 0.40 miles to the top of the hill and Sunny Heights Bed and Breakfast. Parking will be at Sunny Heights and along the west side of Templeton south of Sunny Heights.

Contacts: Scott Wall, Race Director, [smacwall@msn.com](mailto:smacwall@msn.com), 515-233-1611

Jason Quinn, Promoter, [jmq303@gmail.com](mailto:jmq303@gmail.com)

Website: <http://www.amesvelo.com>

*Sunny Heights Bed and Breakfast*

VALOR  
&  
VIOLET



**RIDLEY**

**BLACK  
TIRE**  
•BIKE CO. •



# 4th Annual Crushed Rock Classic Gravel Bike Race in Story County Saturday, May 18, 2019

170th St

550th Ave

175th St

Sunny Heights Bed & Breakfast  
Parking, Registration, Awards,  
& First Aid

Skunk River Access  
Additional Parking as needed

180th St

Peterson Pits East  
Additional Parking as needed

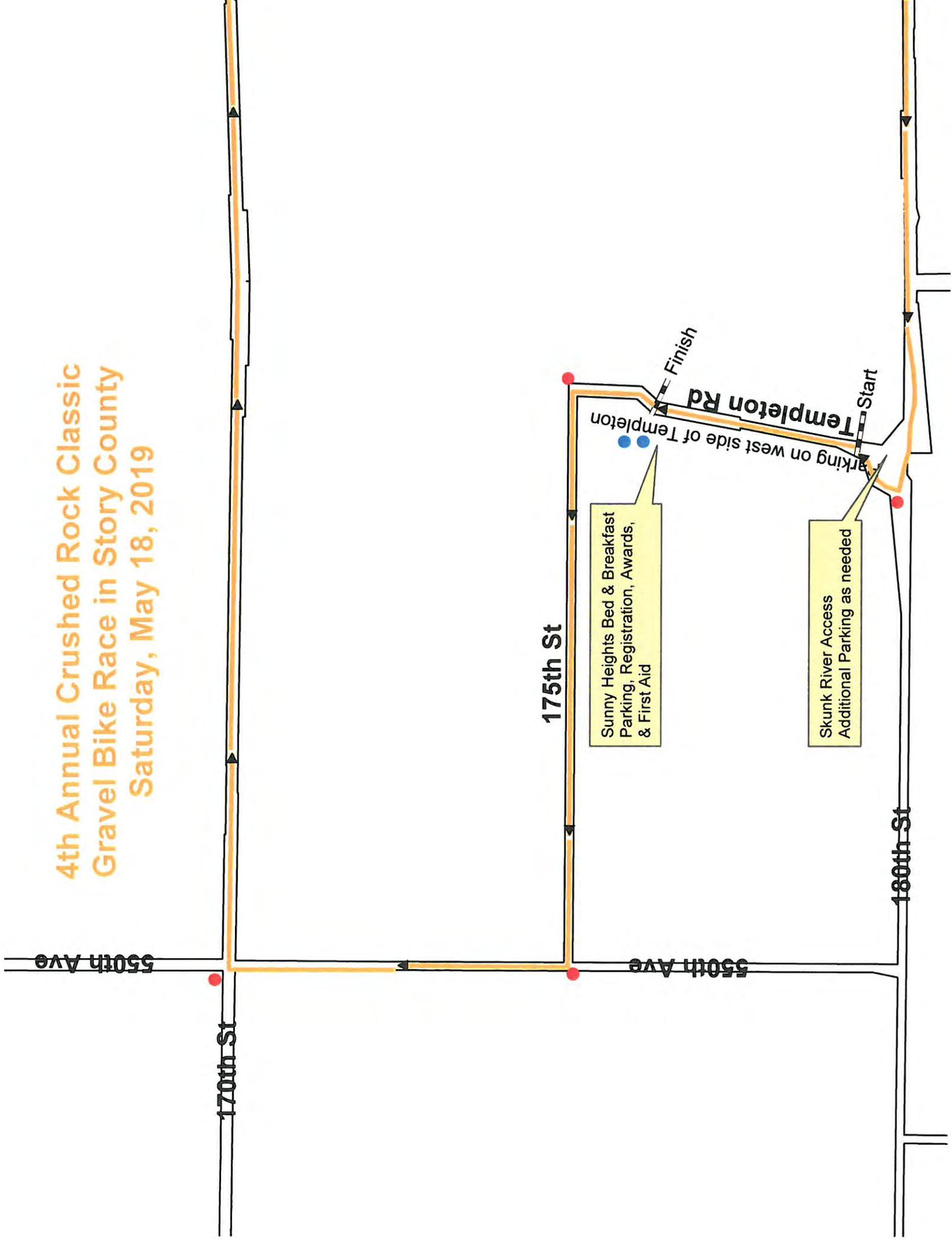
Parking on west side of Templeton  
Templeton Rd

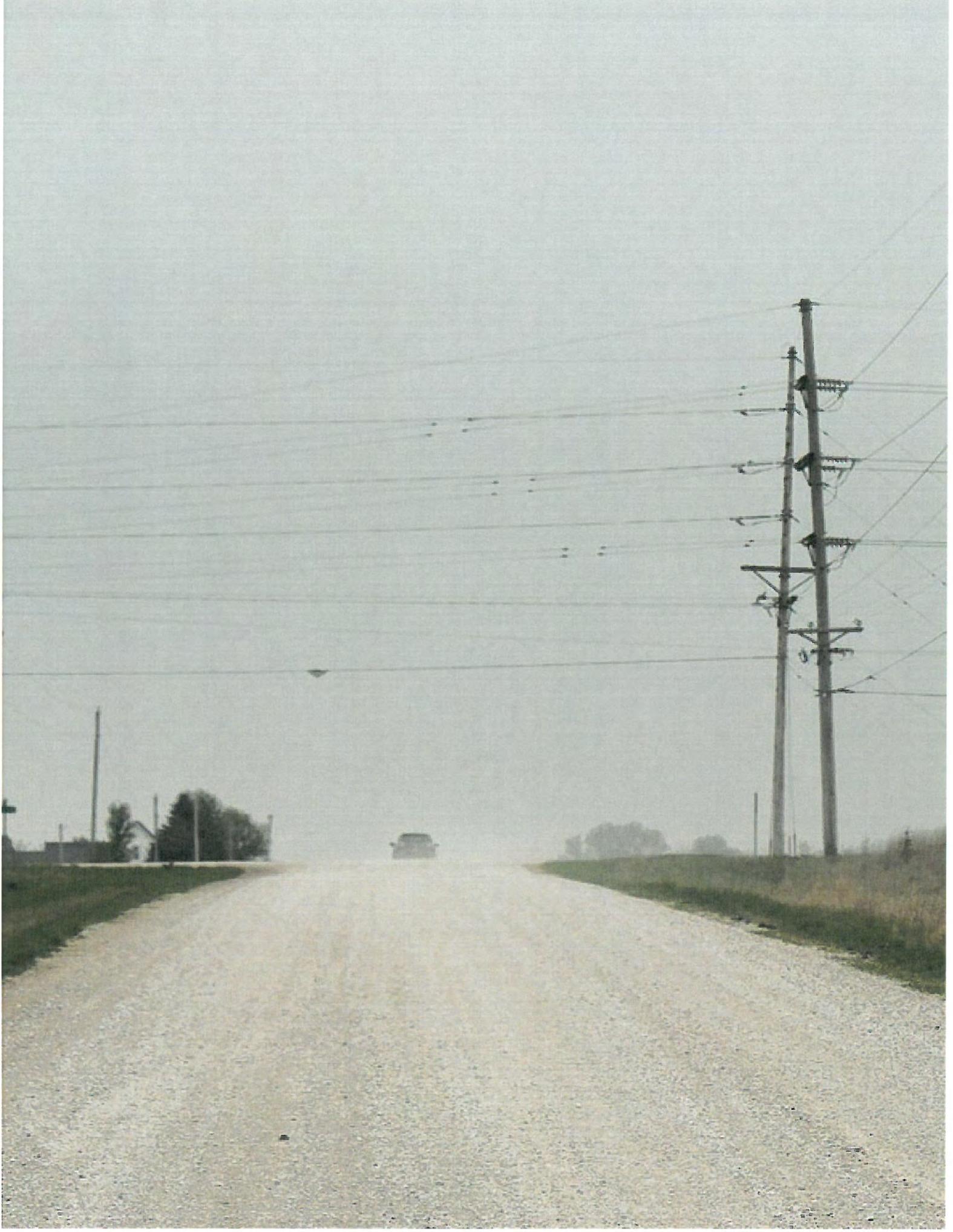
Finish

Start



**4th Annual Crushed Rock Classic  
Gravel Bike Race in Story County  
Saturday, May 18, 2019**







# 4th Annual Crushed Rock Classic Gravel Bike Race in Story County Saturday, May 18, 2019

The size of the area noted for parking is indeterminate at this time. The property owners will mow the area between the barn and the trees to the north extending west from the barn to the tilled field. When that area has been filled participants will be directed to park along the west side of Templeton Road extending downhill to the south from Sunny Heights. If the available space along Templeton is filled we would direct people to park in the Skunk River Access at Templeton Road and 180th Street followed by the parking lot at Peterson Pits East. We are working on having a shuttle to get people to the race campus but most people will be racers and can ride their bikes from their cars.

Pop up tents will be 10x10 or 10x20 and will be placed along the east side of the barn. The tents and the barn will be used for registration, first aid, the chili feed, and the awards ceremony. Trash receptacles will be placed outside the barn and adjacent to the tents as needed. Water will be supplied from an existing outdoor tap. Power will come from the existing Bed and Breakfast. Portable toilets will be sited east of the barn as shown or north of and alongside the barn but some separation from the tents will be maintained. A tent will likely be set up at or near the finish line to shelter race officials from sun or rain. None of the tents will be staked down though they may be weighted to resist winds.

Parking

Pop-up Tents -  
Registration,  
Awards & Food

Parking

# 4th Annual Crushed Rock Classic Gravel Bike Race in Story County Saturday, May 18, 2019

## Parking

The size of the area noted for parking is indeterminate at this time. The property owners will mow the area between the barn and the trees to the north extending west from the barn to the tilled field. When that area has been filled participants will be directed to park along the west side of Templeton Road extending downhill to the south from Sunny Heights. If the available space along Templeton is filled we would direct people to park in the Skunk River Access at Templeton Road and 180th Street followed by the parking lot at Peterson Pits East. We are working on having a shuttle to get people to the race campus but most people will be racers and can ride their bikes from their cars.

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Pop-up Tents -  
Registration,  
Awards & Food

Parking

## **Response to Planning & Development Crushed Rock Classic Questions:**

**1. What is the estimated ending time of the race?**

The last racers will be off the course by 2:30 p.m. A chili feed and awards ceremony will follow the races so the last competitors will be leaving around 4:00 p.m. Race staff will have left by 5:00 p.m. Staff will be on-site at 8:00 a.m. and the first competitors will likely show up at 10:00 a.m. and be warming up on the roads at 11:00 a.m. Racing starts at noon.

**2. Provide additional details on the aerial site plan drawing of the location and setbacks of the tents, vendors, garbage containers, portable toilets, water, first aid station, sound system/speakers (direction) and Parking (all locations).**

The intent is to use the east side of the barn at Sunny Heights as a backstop for any tents we set up. The southeast corner of the barn is closest to the existing road right of way which is 55' away. The tents will be pop-up shelters with dimensions of 10x10' or 10x20' so they should extend east from the barn no more than 12-15' depending on how closely to the barn they can be placed. Outside of race entry fees nothing will be sold. Race Registration will have a tent along the barn and will double as the first aid station. Garbage containers will be at registration and, possibly, within the barn as well. Water will come from an existing outside tap at Sunny Heights. If a sound system is used it will play music and announce results so it will be located within the tents or the barn. A tent will likely be set up at or near the finish to protect race officials from sun or rain. Portable toilets will be set up east or north of the barn but directly adjacent to the tents. We want some separation of the toilets from where we will be congregating.

**3. Provide written support or permission to park at Skunk River access from Story County Conservation Board.**

This has been requested as of 04/01/2019.

**4. Was race flyer sent to property owners along the race course?**

No, at least not yet.

**5. Provide copies of licenses for alcohol vendors.**

We are in the process of obtaining copies of alcohol licenses from Alluvial Brewing Company and Thirsty Pigs Mobile Event Services.

**6. Are food vendors planned? If so, provide their names and copy of Food license from the state.**

No food vendors. There will be a chili feed and cook-off but this is strictly pot luck.

**7. If electrical work is needed, please contact Mark Miller, Iowa Department of Public Safety to see if an electrical permit and inspection is needed. Mark's number is 515-210-0832.**

No electrical work required. Power will be supplied by Sunny Heights Bed and Breakfast and is only needed for crock pots, roasters, a laptop computer and printer, and a sound system.

**8. Will ambulance and law enforcement be stationed at the race or be on-call?**

No emergency services on-site. They will be called if needed. Volunteers have cell phones and all corner marshals will have short-wave radios.

**9. Who is the designated severe weather representative at the race?**

Scott Wall (515/509-4816 cell) is the race director and primary contact for the race. If severe weather threatens Scott and the race staff will consult with USA Cycling officials concerning the safety of holding the event and Scott will announce any cancellations or delays.

**10. A copy of the insurance certificate will be required.**

Once the county has approved the event, contingent on proof of insurance, the race director will apply for a permit from USA Cycling. Insurance is typically confirmed within 5 days. Story County and Sunny Heights Bed and Breakfast will be named as alternate insured and will receive copies of the insurance certificates as soon as the race director has them. Insurance is \$3,000,000.

**11. Planning and Development Department will send a notice to adjacent property owners prior to the race.**

**12. Planning and Development Department will inspect items identified on the aerial site plan prior to the start of the race, preferably on Friday, May 17<sup>th</sup>.**

The race director (Scott Wall) has Friday, May 17 as a day of vacation to prepare for the race. I can meet with P & D staff anytime that day though we would have to coordinate with the owners of Sunny Heights. The company providing the restrooms will deliver on a schedule that works for them but I would imagine restrooms would be on-site by early Friday afternoon. The owners of Sunny Heights plan to mow an area for parking to the north and west of their barn prior to race day. While race staff plan to ensure that the site is ready before race day much of the set-up will be on the morning of the race.

**13. Special Event permits require action by the Story County Board of Supervisors.**



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

**APPROVED**      **DENIED**

Board Member Initials: gjm

Meeting Date: 4/16/19

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Special Event Permit Ames Triathlon ADMN02-19  
**DATE:** April 11, 2019

### Applicant's Request

Alex Syhlman, Race Director, True Time Racing Services for Iowa Multi-Sport requesting a Special Event Permit for the Ames Triathlon planned for June 30, 2019 starting at Ada Hayden Park, Ames. The triathlon includes swimming, biking and running. The swimming and running will occur at Ada Hayden Park in Ames. The bike race will occur primarily in the unincorporated area of Story County.

### Items Submitted For Request

Special Event Permit application, Ames Triathlon Timeline & Safety Plan including aerials/drawing showing course details, transition and parking areas, and responses to Planning and Development Department comments/questions.

### County Regulation

Story County Code of Ordinance Chapter 83 generally requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants and spectators. Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Gilbert Fire for bike race), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management and any other applicable agencies such as cities (Ames and Gilbert) within two miles of the event. This event also involves Ames police, fire and park and recreation departments.

### Summary of Race

- Swim** – 500 meters and starts at the north boat ramp area of Ada Hayden Park.
- Biking** – 15 miles and starts at Ada Hayden. The route is south of Ada Hayden on HWY 69, west on Bloomington Road, north on George Washington Carver, west on Cameron School Road, north on 500<sup>th</sup> Ave, east on 170<sup>th</sup> St., south on George Washington Carver, east on 190<sup>th</sup> St., south on HWY 69 to Ada Hayden Park. No roads will be closed and motorist will be required to observe traffic rules.
- Run** – 3.1 miles figure 8 on trail at Ada Hayden Park

Ames Police and Story County Sheriff's Office will be stationed at the lake during the swim. Story County Sgt. Quinn is the lead from the Sheriff's Office who will be stationed at Ada Hayden Park and Sheriff's Deputies (3-4) will be stationed at certain intersections in addition to



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

volunteers. All bike race volunteers will have bright orange vests and cell phones. Special signage (directional arrows, ride right, railroad tracks ahead, mile markers, event in progress) for bike racers and motorists will be placed at intersections and along the course. Ham radio operators will also be assisting with communications. The applicant will monitor weather. Insurance coverage certificates were obtained naming City of Ames and Story County as additional insureds.

**Submittal Emailed to Following:**

Sheriff's Office, Fire Chiefs (Gilbert Fire & Ames Fire), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management, City of Gilbert, City of Ames City Manager's Office and Ames Police.

**Meeting on 4-4-19 for Reviewers to Discuss Race.**

In attendance were Tom Hackett & Jason Ziph from Ames Fire, Keith Abraham Ames Park & Recreation, Darren Moon County Engineer, Alex Syhlman applicant, and Jerry Moore Planning and Development.

**Comments raised at meeting**

Hackett – support having all jurisdictions on same communication channel

Abraham – City Council will act on whether city and county motorized boats will be permitted on the lake.

Ziph – the county's notice should extend a minimum one mile from course in unincorporated area of the course to include more Story County residents.

Syhlman – asked Moon for input on planned location of volunteers and Deputy Sheriffs on course. Also discussed options for traffic signs on HWY 69, near the church on George Washington Carver and other locations on the course. Also stated no vending or tents would be located on the race course.

Moon – provided input on planned locations for Sheriff Deputies and volunteers and said he would yield to recommendation of the Sheriff's Office staff.

Moore – shared email from Keith Morgan, Emergency Management Coordinator about need to have one person designated to make weather decisions, monitor weather early and use phone or other device to monitor radar. Also, shared Gilbert Fire Chief phone conversation indicating he would ask volunteers to be stationed at fire station to expedite response if needed and he offered to have a boat and crew come to assist with operation on the lake. Also raised questions about intersections from drawing showing no Sheriff Deputies and volunteers.

**Meeting on 4-8-19 with Sheriff's Office Staff**

Bret Johnson, Sgt. Quinn, Leanna Ellis, Jason Grubbs, Alex Syhlman, & Jerry Moore

**Comments raised at meeting**

Quinn – provided input on Sheriff's Deputies location on racecourse. Sheriff Deputies will be located at George Washington Carver and 190<sup>th</sup> St and Cameron School Road and 500<sup>th</sup> Avenue and George Washington Carver and Cameron School Road. Also, electronic message signs to inform traffic on HWY 69 is helpful. When Syhlman obtains final version of the Ames



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Triathlon Timeline & Safety Plan, the Sheriff's Office staff will review it and prepare a contract for services and take it to the Board of Supervisors for action. Also discussed timing and location of Sheriff Deputies stationed on lake and race course.

Ellis – provided input on where Sheriff Deputies should be located on the racecourse.

Volunteers at intersections of 500<sup>th</sup> Avenue and 170<sup>th</sup> St. and George Washington Carver and 170<sup>th</sup> St should be adequate in lieu of Sheriff Deputies due to right turns for bike racers.

Grubbs – provided input on details, timing, and location of Sheriff's Office diving team for the swim portion of the race.

Syhlman – discussed the missing swimmer protocol, location of signs along the course at most intersections where no Sheriff Deputy, waivers signed by participants, insurance, length of the race, and cleaning course prior to race.

Moore – will have Sgt. Quinn review the notice P&D sends to property owners prior to sending. Also shared email from Keith Morgan, Emergency Management Coordinator about need to have one person designated to make weather decisions, monitor weather early and use phone or other device to monitor radar.

In general, no significant issues were identified at the meeting and there seemed to be a consensus of understanding about the race and the role of the respective departments and the applicant. The applicant agreed to provide an updated Ames Triathlon Timeline & Safety Plan to Sgt. Quinn for her to process their contract and obtain approval from the Board of Supervisors. The applicant learned from IDOT that they will place an electronic sign on HWY 69 to communicate the race to motorists. The applicant is the person to make weather related decisions. The applicant submitted updated drawings, the Ames Triathlon Timeline & Safety Plan and other information prior to the posting of this memo on the Agenda Center.

Based on input from the departments and agencies representatives reviewing the Special Event Permit application and the meetings on 4-4-19 & 4-8-19 Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit ADMN02-19 with a condition and alternative 2.**

**Conditions include the following:**

1. Applicant shall continue to work with Director Abraham (Parks & Recreation), Commander Huff (Police) & other departments with the City of Ames on race details and keep Sgt. Quinn informed.

**Alternatives**

- 1) The Story County Board of Supervisors recommends approval of the Special Events Permit as put forth in case ADMN02-19 as requested by the applicant.
- 2) **The Story County Board of Supervisors recommends approval of the Special Events Permit with a condition as put forth in case ADMN02-19.**
- 3) The Story County Board of Supervisors recommends denial of the Special Events Permit as put forth in case ADMN02-19.



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- 4) The Story County Board of Supervisors tables the Special Events Permit request back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



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**This application is to be submitted a minimum of 21 days prior to the event.**  
**All applications are reviewed for comments by other county departments with action by the Board of Supervisors.**

**1. Property Owner\***

(Last Name) \_\_\_\_\_  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**2. Applicant** (if different than owner)

(Last Name) Syhlman  
 (First Name) Alex  
 (Address) 1828 E. Thornton Ave  
 (City) Des Moines (State) IA (Zip) 50320  
 (Phone) 515-450-1751 (Email) alex@truetimeracing.com

**3. Property Address** \_\_\_\_\_ **Parcel ID Number(s)** \_\_\_\_\_

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.  
**\*Acknowledgement of property owner is required and may occur via email or by signature of this application.**

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Applicant Signature Alex Syhlman Digitally signed by Alex Syhlman  
Date: 2019.03.26 02:56:05 -0600 Date 3/26/19

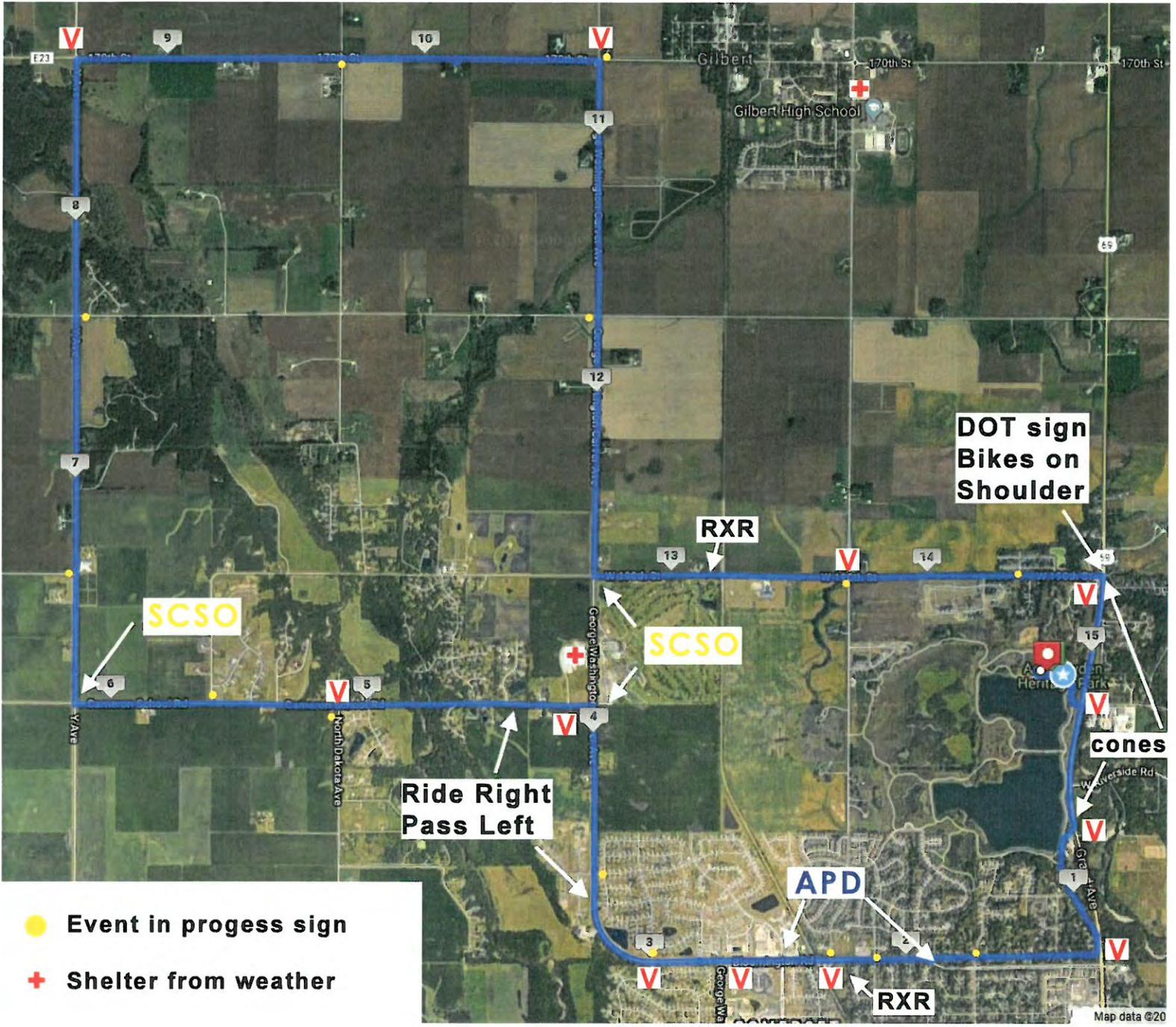
**Event Information:**

Type of Event: Triathlon(Swim, Bike, Run)  
 Proposed Date(s): 6/30/19  
 Proposed Start Time: 8:15AM Proposed End Time: 10AM  
 Proposed Location: Camerson School Road, R36, 170th St, GW Carver Ave, 160th St, Grand Ave  
 Estimated Number of Event Staff: 40+  
 Estimated Number of Participants: 200  
 Estimated Number of Spectators: 50

**Submittal Requirements (see Chapter 83 of the Story County Code of Ordinances for details):**

<input checked="" type="checkbox"/> Filing Fee (required prior to processing): \$50	<input type="checkbox"/> If serving alcohol, a copy of a liquor license
<input checked="" type="checkbox"/> Description of event	<input type="checkbox"/> Fire prevention and emergency medical service plans; Security plan and/or law enforcement assistance
<input checked="" type="checkbox"/> Site Plan of existing and proposed buildings, structures, tents, parking, barricades, traffic control devices, street route plan, lighting and perimeter/ security fencing	<input type="checkbox"/> Severe weather plan
<input type="checkbox"/> List of signatures and/or copy of correspondence provided to adjacent property owners of the property planned for event	<input checked="" type="checkbox"/> Certificate of event/liability insurance
<input type="checkbox"/> Environmental health plan including plans for fresh water supplies, solid waste containers, collection and disposal, and toilet facilities /portable toilets	<input type="checkbox"/> Plans for use of amplified sound, start and ending times, and location of speakers indicated on site plan
<input type="checkbox"/> Name and contact information of all vendors including Food Establishment Permits from the Iowa Department of Inspections and Appeals	<input type="checkbox"/> State electrical permit, if required
	<input type="checkbox"/> Plans for amplified sound and location of speakers

Receipt No. 86622419  
 Receipt Amount \$50.00



- Event in progress sign
- ✚ Shelter from weather

- As the majority of racers finish support craft will begin to become escorts for the slowest swimmers
      - Inefficient swimmers or tiring swimmers will often have as coverage allows
    - Lifeguards in motorized vessels, canoes, on shore, or in other water vessels
- Communications
  - Boat Ramp is staging/setup area
  - Radio/Cell phone communication to
    - Race director Alex (cell 515-450-1751)
    - Swim Safety coordinator: TBD
    - Ham Radio: TBD
    - Ames Fire: TBD
    - Story Co Dive Team: TBD
  - Canoes, ski, kayaks should have whistle or air horn to alert evacuation boats of a swimmer that needs to go to shore or be picked up
- Chip timing and tracking
  - All participants will be required to wear a timing chip on their person
  - All participants will cross a mat prior to entering the water so we know who went in the water and started the race
  - Rescue personnel and participants will need to be certain to notify race officials if they drop out or do not finish the race to prevent a false missing swimmer event
  - We will be able to reference the chip reads to determine if a swimmer entered and/or exited the water
- Transition Bike Check
  - Once the last swimmer exits the water and the transition area there should be a period of time where there are no bikes in the transition area
  - If a bike remains in transition area after the last swimmer exits the water the swim director and/or transition director should determine what the race number is of the bike(s) left in transition.
    - This race number should be compared with any people that were reported to have dropped out of the race or quit early
    - If the race number is not linked to a person known to have dropped out of the race their name should be announced on the PA system
    - Simultaneous to announcing the name over the PA system the participant's phone number should be tracked down from the Race Director or Race Timer and the Swim Director should attempt to call that person.
    - The race timer should also check to see if that timing chip was handed out on race morning and if so were there any chip reads at the swim course timing mat that would indicate they entered the water.
    - If the above steps are unable to locate or determine if there is a missing swimmer discuss starting a missing swimmer incident with Ames Fire and Story Co Dive Team leaders.
- Missing swimmer Incident
  - If it is determined there is a missing swimmer the swim course will be closed
  - Closed course will be signaled via red flags, PA Announcements, and cell/radio communication
  - Ames Fire Dept and Story County Dive Team will be in charge of any missing swimmer incident

**SWIM COURSE MAP:**



## **Bike Course:**

Distance: 15 miles

Agencies: Ames Police Dept, Story County Sheriff

Communications: Ham Radio, Cell phone, APD, SCSO

### **Timeline (estimated):**

8:08 AM – First Biker starts

8:30 AM – Last Biker leaves AHHP

8:43 AM – First Biker returns to AHHP

10:00 AM – Last Biker returns to AHHP

Fastest Pace: 26.8 mph

Slowest Pace: 10 mph

### **Intersections with estimated times:**

Bloomington @ Stange

First person: 8:12 AM

Last person: 8:42 AM

GW Carver @ Cameron School Rd

First person: 8:15 AM

Last person: 8:54 AM

Cameron School Rd @ R38

First person: 8:20 AM

Last person: 9:03 AM

R38 @ E23(170<sup>th</sup>)

First person: 8:25 AM

Last person: 9:20 AM

E23(170<sup>th</sup>) @ GW Carver

First person: 8:30 AM

Last person: 9:32 AM

GW Carver @ W 190<sup>th</sup> St.

First person: 8:34 AM

Last person: 9:44 AM

W 190<sup>th</sup> St. @ Grand Ave

First person: 8:39 AM

Last person: 9:55 AM

Return to park

First person: 8:43 AM

Last person: 10:00 AM

**Bike Turn by turn directions:**

- Starting in AHHP north parking area near boat ramp
- Exit from park turning south on shoulder of Grand Ave
- Slight right on to Dawes Dr.
- Turn right (west) on Top-O-Hollow Rd
- Merge on to Bloomington Road (continue West)
- Turn right (north) Blooming curves to the north becoming George Wash. Carver Ave
- Turn left (west) on Cameron School Road
- Turn right (north) on R38
- Turn right (east) on 170<sup>th</sup> Street
- Turn right (south) on George Wash Carver Ave
- Turn left (east) on W. 190<sup>th</sup> St
- Turn right (south) on to should of Grand Ave
- Turn right (west) to enter park and return to transition area in north parking lot of AHHP

**Bike Traffic Plan – signs and volunteers**

- Bike route starts in AHHP north parking lot and exits south on to the should of Grand Ave.
- Grand Ave @ Dawes Dr
  - Cones w/arrows showing biker to turn right
  - Volunteer with safety vest to reinforce right turn
- Dawes @ Adams St.
  - Adams St. EB - Caution Event in progress
- Top-O-Hollow Rd @ Roy Key
  - Roy Key NB - Caution Event in progress
- Top-O-Hollow Rd @ Calhoun Ave.
  - Calhoun Ave. SB - Caution Event in progress
- Top-O-Hollow Rd @ Hoover Ave.
  - Hoover Ave. SB and NB - Caution Event in progress
- Top-O-Hollow @ Bloomington Rd.
  - Cones preceding intersection to get west bound car traffic to move to the middle lane and separating the two lanes for 50-100ft past the intersection
  - Cones directing with arrows directing cyclists to turn right heading west on Bloomington
  - Potentially CSO vehicle with directional stick to get cars to move over east of the intersection
- Bloomington @ Fletcher Ave.
  - Fletcher NB and SB - Caution Event in progress
- Bloomington @ Eisenhower Ave.
  - Eisenhower NB and SB - Caution Event in progress
- Bloomington @ Hyde Ave
  - Hyde NB and SB - Caution Event in progress
- Bloomington @ Stange Rd
  - Ames Police control intersection
  - Traffic lights set to flash red
- George Washington Carver Ave @ Chilton Ave
  - Chilton Ave SB – Caution Event in Progress
- George Washington Carver Ave @ Valley View Rd

- Valley View Rd SB – Caution Event in Progress
- George Washington Carver Ave @ Harrison Rd
  - Harrison Rd WB – Caution Event in Progress
- George Washington Carver Ave @ Weston Dr
  - Weston Dr. WB – Caution Event in Progress
  - Weston Dr. EB – Caution Event in Progress
- George Washington Carver Ave @ Cameron School Road
  - Sheriff controls intersection
  - 2 directional arrows - Cyclists turn left (west) on Cameron School Road
- Cameron School Rd @ North Dakota
  - Caution Event in progress
  - Possible volunteer location
- R38 @ Cameron School Rd
  - Sheriff controls intersection
  - 2 directional arrow right turn (north)
- R38 @ E23 (170<sup>th</sup> St.)
  - Sheriff controls intersection
  - 2 directional arrow right turn (east)
- E23 @ George Washington Carver Ave
  - Sheriff controls intersection
  - 2 directional arrow right turn (south)
- George Washington Carver @ W 190<sup>th</sup>
  - Sheriff controls intersection
  - 2 directional arrow left turn (east)
- W 190<sup>th</sup> @ Grand Ave
  - DOT Sign North of the intersection facing south bound car traffic warning of bikes on the shoulder
  - 4 ft tall channelizer traffic cones on the line separating the shoulder and traffic from W. 190<sup>th</sup> to Park entrance
  - 2-4 right arrows tell cyclist to turn right (south)
  - 1 Volunteer with safety vest ensuring cyclist turn on to the shoulder
  - W 190th - Slow down sharp turn ahead sign approx. 200ft prior to intersection with Grand Ave.
- Park entrance
  - 1 volunteer with safety vest
  - 2-4 cones with right (west) turn arrows

**BIKE COURSE MAP:**



- Event in progress sign
- ✚ Shelter from weather

**Run Course:**

Distance: 3.1 miles

Agencies: Volunteers only

Communications: Ham Radio, Cell phones, and SCSO

**Timeline (estimated):**

8:44 AM – First Runner starts

10:02 AM – Last Runner starts

9:02 AM – First Finisher

10:50 AM – Last Finisher

Run course is contained in Ada Hayden Park and is 5k/3.1 miles. The race will use all paved bike trails on the establish figure 8 course(course map below).

- All turns on the trail will utilize 18 inch tall orange traffic cones with a directional arrow(s) attached to the top of it. We typically place two cones with signs per turn.
- Yard signs with step in stakes can be used if better suited for a particular area
- No paint, chalk, or other marking will be placed on the pavement
- Signs will not be attached to trees
- 2 volunteers one at the pedestrian bridge (one east and one west) to assist runners as needed
- Water station at half way point (southeast corner of lake near southern restroom/Dawes/Calhoun Park)

# RUN COURSE MAP:



## Transition Area:

- Portable bike racks 10ft long each holding 6 bikes (34 bike racks estimated for 200 people)
- Paratriathlon area left open to allow for handbikes or other para-equipment
- Fabric fencing around the bike racks to separate athletes from spectators

## TRANSITION AREA COURSE MAP:



**Weather Plan:-**

The event will occur rain or shine however not in severe weather for example lightning/thunder, thick fog, and/or tornado warning.

The race director will be in charge making any weather related decisions on race day and located near the north parking area in Ada Hayden Park. NWS, online weather applications, on course spotters, Ham Radio, law enforcement will be available to consult on weather conditions concerning race day weather decisions.

Weather contacts for race day:

NWS contact: 515-270-4501

Secondary: 800-759-9276

Pre-race:

If lightning, thunder, or thick fog is detected at the transition area the race will be delayed 15 minutes after the last lightning strike is seen, thunder is heard, or fog clears. After 1.5 hours of delay the race will consider postponement or cancellation. Shelter options on the bike course will be determined prior to race day. Updates will be communicated to athletes via PA System if possible. If athletes are sheltering in their cars due to precipitation electronic communications such as email and/or facebook will be used if possible.

During the race:

Pre-determined locations for shelter will be determined and communicated to key race volunteers and coordinators on the bike course. Communication will be handled through Ham Radio, Cell phone, and/or Police/Fire/EMS radios.

Athletes in the park can shelter in the park shelter or in vehicles

Athletes outside the park can shelter at:

- The Plex Gymnasium corner of GW Carver and Cameron School Road
- Gilbert Fire station





**Stephanie L. Jones**

---

**From:** Alex <alex@truetimeracing.com>  
**Sent:** Sunday, April 07, 2019 11:44 PM  
**To:** Jerry L. Moore  
**Subject:** Re: Planning and Development review comments

[External Sender - Please Use Caution]

Hi Jerry

Hope you had a good weekend. Here are the written responses you requested. Some of these we talked in more depth about at our meeting so you may have additional notes for these. Let me know if you need anything else.

Thanks!

Responses:

1. There wouldn't be any changes to the normal daily operation of these intersections because bikers riding through these intersections would have the right of way. Cross traffic is required to stop at the currently installed stop signs and yield to traffic on the road the bike riders will be using. No different from if a bike rider were using the road any other of the year.
2. Yes, we put out various signs such as: directional arrows, ride right, rail road tracks ahead, mile markers, event in progress, etc... These signs are put in place on race morning and removed after the race. They are no taller than 4 feet and are placed ahead of intersections so they wouldn't block the view of users at an intersection.
3. No
4. No
5. This has been requested but not received yet. Should have it in the next 7-10 days.
6. Primarily via cell phone or Ham Radio.
7. For the entire event the fastest person takes about 1 hour and slowest person 2:45. Based on past years we expect bikes to be in the county from 8:15am to 10am(give or take).

8. This is great. In the meeting we discussed maybe adding some additional areas near the bike course. Also, we talked about being able to possibly add some additional messaging from the city for park users.

9. I think you put this in the document to let me know maybe? If there is a question I should be responding to let me know?

10. I think at our meeting you didn't think this would be needed but I understand there may be a need for it in certain circumstances.

11. The use of the Ada Hayden Lake for swimming has been approved by the parks commission. We have met with the city of Ames special event committee and things are moving forward but the process isn't finished yet.

Alex Syhlman  
True Time Racing Services  
alex@truetimeracing.com  
515-450-1751

On Friday, April 5, 2019, 7:46:18 AM CDT, Jerry L. Moore wrote:

Good morning Alex,

Attached are the review comments from our department. Please provide a written response.

Is there a day next week you can meet with Story County Sheriff's office? Again, the posting deadline is 3 PM Thursday for the following Tuesday Board of Supervisor meeting and I'll need to prepare a memo for the meeting.

Thank you,

Jerry Moore

Planning and Development Director

Story County

900 6<sup>th</sup> Street

Nevada, IA 50201

515-382-7246



# STORY COUNTY SPECIAL EVENT PERMIT

900 6th Street • Nevada, Iowa 50201

## **SPECIAL EVENT NO. ADM01-19**

is hereby issued to:

Iowa Multi-Sport, Alex Syhlman, True Time Racing, 1828 E. Thornton Ave, Des Moines, IA 50320

for **Ames Triathlon**

Located at: Ada Hayden Park, 5205 Grand Ave, Ames, IA 50010 (PIN 05-22-200-600)

Application No. ADM01-19

### **CONDITIONS:**

1. Applicant shall continue to work with Director Abraham (Parks & Recreation), Commander Huff (Police) & other departments with the City of Ames on race details and keep Sgt. Quinn informed.

Story County Board of Supervisors Chair

April 16, 2019

Date





# IMPLEMENTATION MATRIX

## Watershed Assessments

Goal Statement 1

**Prioritization Criteria 2**

Organization 3

Regulatory 4

Programmatic 5

Capital Improvement 6

Potential Partners 7

**Priorities are identified based on the following criteria:**

### **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)

### **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)

### **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)



# IMPLEMENTATION MATRIX

## Watershed Assessments

Goal Statement 1  
Prioritization Criteria 2  
**Organization 3**  
Regulatory 4  
Programmatic 5  
Capital Improvement 6  
Potential Partners 7

Projects/Action Steps are categorized into three areas:

- Regulatory
- Programmatic
- Capital Improvement

Associated with each Action Step is an assigned Priority, Responsible Party, Estimated Budget Amount, Identifiable Funding Source and Notes.

While the Watershed Assessment Implementation Matrix is considered a component of the C2C Plan, it is anticipated that the Working Group will meet at least quarterly (or more often as needed) to review Action Steps and provide update and bring forward modifications as necessary. These will then be built into the Annual Review of the C2C Plan.



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4**
- Programmatic 5
- Capital Improvement 6
- Potential Partners 7

Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
1.1 Adopt and implement stormwater ordinance	High	Board of Supervisors Planning and Development	\$500	Yes
	Notes:	Planning and Zoning Commission and Board of Supervisors may take action in December.		
1.2 Floodplain ordinance modification	High	Board of Supervisors	\$5,000	Yes
	Notes:	Prohibit incompatible uses within streams and		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5**
- Capital Improvement 6
- Potential Partners 7

Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
2.1 Convene a water quality working group	High	Board of Supervisors Story County Conservation Board Story County Board of Health	No Costs	NA
Notes:		Interdepartmental working group to guide County water quality efforts		
2.2 Develop Riparian Area Action Plan or acquire/protect critical riparian areas	Medium	Board of Supervisors Story County Conservation Board Planning and Zoning Commission	TBD	Yes
Notes:		<ul style="list-style-type: none"> <li>a. Cost share program to establish native vegetation and/or fencing (eliminate livestock access) within recommended stream and lake buffer areas</li> <li>b. Incentivize (financial and non-financial) or promote the importance of stream and lake buffers</li> <li>c. Review current Land Development Regulations (specifically the GB-C District) to see how they support or hinder the implementation of the watershed assessments</li> </ul>		
2.3 Develop Wetland Mitigation Bank or acquire/protect critical wetlands	Medium	Board of Supervisors Story County Conservation Board	TBD	Yes
Notes:		<ul style="list-style-type: none"> <li>a. Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing wetland restoration projects</li> <li>b. Prioritize wetland restoration sites using the Agricultural Conservation Planning Framework (ACPF) tool</li> <li>c. Work to identify willing landowners and funding partners</li> </ul>		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5**
- Capital Improvement 6
- Partners 7

	Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
2.4	Develop Stream Mitigation Bank or stabilize critical streambanks and buffers	Medium	Story County Conservation Board Board of Supervisors	TBD	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Investigate the economic feasibility of developing a commercial mitigation bank as a means for financing streambank restoration projects</li> <li>b. Prioritize Streambank Erosion Sites</li> <li>c. Work to identify willing landowners and funding partners</li> </ul>		
2.5	Protect native prairie remnants	Medium	Story County Conservation Board Planning and Development Board of Supervisors	TBD	Yes
		Notes:	Consider rezoning or other protective measures to the GB-C Greenbelt Conservation Zone District		
2.6	Sensitive Environmental Areas enhancement and protection program	High	Story County Conservation Board Planning and Development Board of Supervisors	TBD	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Develop an assistance program for willing landowners</li> <li>b. Protect parcels with willing landowners</li> <li>c. Consider rezoning identified lands to the GB-C Greenbelt Conservation Zone District</li> </ul>		
2.7	Nutrient Reduction and Bacteria Reduction Practice Implementation	High	Story County Conservation Board Board of Supervisors	TBD	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Research and inventory cost share programs to determine availability and ability to leverage funds</li> <li>b. Develop a cost share program for conservation practices based on nutrient reduction effectiveness (\$/lbs. system)</li> </ul>		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5**
- Capital Improvement 6
- Potential Partners 7

	Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
2.8	Drainage District Operational Guidance	Medium	Drainage District Trustees	\$500	Yes
					Notes: <ul style="list-style-type: none"> <li>a. Convene working group</li> <li>b. Review current procedures and recommendation from Watershed Assessment</li> <li>c. Develop guidance document for Drainage District Trustees</li> </ul>
2.9	Water Quality Monitoring	High	Story County Conservation Board Board of Health	TBD	Yes
					Notes: <ul style="list-style-type: none"> <li>a. Convene a working group (e.g. staff, officials, stakeholders) to implement a comprehensive monitoring program according to EOR's recommendations</li> <li>b. Work with IIHR to establish Full Sentinel Site monitoring at locations along South Skunk River per watershed assessment Report</li> <li>c. Improve rating curve used for estimation of flow at the East Indian Creek Full Sentinel monitoring site</li> <li>d. Establish General Sentinel Site monitoring at locations identified in watershed assessment</li> <li>e. Initiate discussion with Iowa Flood Center for location of stream sensors</li> </ul>
2.10	Municipal Outreach	Medium	Board of Supervisors Planning and Development Environmental Health	\$5,000	Yes
					Notes: <ul style="list-style-type: none"> <li>a. Develop an outreach presentation to update/ educate elected municipal officials on importance of stormwater management</li> <li>b. Make model stormwater ordinance available to cities throughout County</li> <li>c. Conduct training for public and cities regarding modern stormwater management and erosion control</li> <li>d. Work with State and Federal authorities and agencies to investigate ways to incorporate stormwater management in municipal infrastructure projects</li> </ul>



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
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- Programmatic 5**
- Capital Improvement 6
- Potential Partners 7

	Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
	2.11 WMA Collaboration	High	Board of Supervisors Story County Conservation Board	\$1,000	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Work with existing Watershed Management Authorities (WMA) within the County on common goals</li> <li>b. Support formation of new WMAs particularly within the South Skunk and East Indian Creek watersheds</li> </ul>		
	2.12 Erosion Control and Stormwater Management	High	Board of Supervisors Story County Conservation Board Planning and Development	\$10,000	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Educate and engage residents and other stakeholders regarding the impacts of erosion and stormwater management</li> <li>b. Work with State and Federal agencies to investigate ways to incentivize improved stormwater management and erosion control across the county</li> <li>c. Streamline development permitting processes (especially erosion control and stormwater management), engage the development community, and develop legitimacy for new ordinances and policies</li> <li>d. Develop and implement consistent enforcement strategies and tactics</li> <li>e. Partner with municipalities and WMA's to conduct outreach on green infrastructure design to implement ordinances</li> <li>f. Outreach program focusing on schools and homeowners</li> </ul>		
	2.13 Nutrient Reduction and Bacteria Reduction Outreach	High	Story County Conservation Board	\$50,000	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Educate and engage agricultural producers in using conservation practices in farming and livestock production</li> <li>b. Educate and engage residents in methods to reduce bacteria and nutrients entering water resources</li> </ul>		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5**
- Capital Improvement 6
- Potential Partners 7

	Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
2.14	Floodplain Management	High	Board of Supervisors	\$1,000	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Initiate staff discussions with County Attorney regarding interpretation and use of floodplain ordinance for conservation practices</li> <li>b. Initiate high-level discussions with U.S. FEMA and Iowa DNR about federal and state interpretation of conservation practices in the floodplain</li> <li>c. Educate and engage stakeholders regarding County's interpretation of floodplain ordinance</li> <li>d. Coordinate development projects, local experts, and development community regarding opportunities for floodplain-located conservation practices</li> </ul>		
2.15	Feedlot Outreach	Medium	Board of Supervisors Environmental Health	\$1,000	Yes
		Notes:	<ul style="list-style-type: none"> <li>a. Establish policy and practices for County staff</li> <li>b. Provide training to County staff who are in the field to recognize environmental issues associated with feedlots</li> <li>c. Coordinate with other counties, cities, and other entities to create and implement strategy to lobby state legislature for improved role for Counties in feedlot regulation</li> </ul>		
2.16	Establish Source Water Protection Plans	Low	Board of Supervisors Board of Health	TBD	TBD
		Notes:	Affected cities work with the Iowa Department of Natural Resources to conduct site investigations and development protection plans.		
2.17	Wastewater Management Practices	Medium	Board of Supervisors Environmental Health Board of Health	TBD	TBD
		Notes:	<ul style="list-style-type: none"> <li>a. Identify opportunities to assist local wastewater facility operators on upgrading systems</li> <li>b. Provide additional resources for illicit discharge detection and elimination</li> <li>c. Work with wastewater treatment operators within County to investigate options for developing a nutrient trading program</li> <li>d. Establish unpermitted septic cost share program</li> </ul>		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5
- Capital Improvement 6**
- Potential Partners 7

	Action Step	Priority	Responsible Party	Budget	Identifiable Funding Source Yes/No
3.1	Drainage Ditches	Medium	Drainage District Trustees	TBD	TBD
		Notes:	Analyze all drainage ditch maintenance and improvement projects for potential water quality practices.		
3.2	Story County Infrastructure	High	Board of Supervisors	TBD	Yes (on a case-by-case basis)
		Notes:	Ensure capital projects have a positive or neutral effect on water quality.		



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
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- Programmatic 5
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- Potential Partners 7**

Organization	Effort
City of Ames	Stormwater, Ambient Monitoring, Outreach
Four-Mile Creek Watershed Management Association	Outreach, Programmatic/Regulatory Best Practices
Iowa Corn Growers Association	Outreach, Agricultural Quality Monitoring, Watershed Planning
Iowa DNR	Wastewater Program, Ambient Monitoring – Lake and Stream, Watershed Planning, Floodplain Management/Mapping
Iowa Farm Bureau	Agricultural practices, Outreach
Iowa Flood Center	Mapping, Monitoring
Iowa Floodplain and Stormwater Management	Outreach, Programmatic/Regulatory Best Practices
Iowa Homeland Security and Emergency Management	Outreach, Programmatic/Regulatory Best Practices
Iowa Hygienic Lab	Monitoring
Iowa Natural Heritage Foundation	Land protection
Iowa Prairie Network	Land Protection
Iowa Rivers Revival	Outreach, Programmatic/Regulatory Best Practices
Iowa Rural Water Association	Outreach, Source Water Protection Planning
Iowa Soybean Association	Outreach, Agricultural Quality Monitoring, Watershed Planning
Iowa Stormwater Education Partnership	Outreach



# IMPLEMENTATION MATRIX

## Watershed Assessments

- Goal Statement 1
- Prioritization Criteria 2
- Organization 3
- Regulatory 4
- Programmatic 5
- Capital Improvement 6
- Potential Partners 7**

Organization	Effort
Iowa Water Center	Outreach
ISU Agriculture and Bioscience Engineering	Ambient Testing
ISU Extension	Outreach
ISU Learning Farms	Outreach
ISU UTurn	TELC Quality Monitoring
Izaak Walton League	Monitoring, Outreach
Pheasants Forever	Outreach
Practical Farmers of Iowa	Agricultural practices, Outreach
Prairie Rivers of Iowa	Outreach, Agricultural Practices
Silver Jackets	Outreach, Programmatic/Regulatory Best Practices
Squaw Creek Watershed Coalition	Ambient Monitoring
Squaw Creek Watershed Management Association	Programmatic/Regulatory Best Practices
Story County Soil and Water Conservation District	Agricultural Practices, Outreach, Programmatic/Regulatory Best Practices
Trees Forever	Outreach, Agricultural Practices
USDA Farm Service Agency	Agricultural Practices, Outreach, Programmatic/Regulatory Best Practices
USDA Natural Resource Conservation Service	Agricultural Practices, Outreach
USGS – Iowa Water Science Center	Monitoring, Outreach



**Story County FY19 Quarterly Report**  
**March 31, 2019**  
**75% of Year**

	Original		Jan-Feb-Mar Total	YTD		Percent of Budget	Amount Remaining
	Annual Budget	Amended		Total	Total		
<b>Expenditures:</b>							
Board of Supervisors	\$992,156.00		\$554,494.68	\$754,238.12	76.02%	\$237,917.88	
Auditor	\$1,111,282.00		\$422,552.64	\$868,935.36	78.19%	\$242,346.64	
Treasurer	\$847,737.00		\$404,218.50	\$610,794.54	72.05%	\$236,942.46	
County Attorney	\$2,471,657.00		\$1,316,350.93	\$1,925,480.55	77.90%	\$546,176.45	
Sheriff	\$8,784,054.00		\$4,412,299.43	\$6,556,982.13	74.65%	\$2,227,071.87	
Recorder	\$414,037.00	\$419,037.00	\$172,864.99	\$300,871.68	71.80%	\$118,165.32	
Animal Control	\$384,000.00	\$619,826.00	\$409,442.42	\$503,358.16	81.21%	\$116,467.84	
General Betterment (40% L.O.S.T.)	\$1,031,725.00		\$588,921.30	\$596,091.63	57.78%	\$435,633.37	
Engineer	\$7,810,300.00	\$8,045,300.00	\$3,452,290.44	\$5,057,579.70	62.86%	\$2,987,720.30	
Veteran Affairs	\$107,444.00		\$49,381.15	\$83,031.46	77.28%	\$24,412.54	
Conservation Board	\$3,568,040.00	\$4,324,979.00	\$1,679,324.06	\$2,207,305.58	51.04%	\$2,117,673.42	
Environmental Health	\$307,644.00		\$155,358.74	\$230,352.41	74.88%	\$77,291.59	
IRVM	\$242,065.00		\$142,935.46	\$192,767.23	79.63%	\$49,297.77	
Community Services	\$334,010.00		\$152,730.40	\$240,579.34	72.03%	\$93,430.66	
Community Life	\$62,500.00	\$337,500.00	\$256,825.66	\$274,679.58	81.39%	\$62,820.42	
Human Services Center	\$398,600.00		\$173,234.27	\$296,873.92	74.48%	\$101,726.08	
Facilities Management	\$708,100.00	\$724,600.00	\$372,393.79	\$539,577.66	74.47%	\$185,022.34	
Information Technology	\$1,155,475.00		\$550,062.04	\$774,280.01	67.01%	\$381,194.99	
Planning & Development	\$276,800.00		\$158,434.96	\$210,834.38	76.17%	\$65,965.62	
Justice Center Facilities	\$761,965.00		\$388,956.85	\$574,234.76	75.36%	\$187,730.24	
DHS	\$66,100.00		\$23,746.57	\$34,249.37	51.81%	\$31,850.63	
Mental Health	\$1,978,914.00		\$196,825.01	\$270,186.55	13.65%	\$1,708,727.45	
Juvenile Court Services	\$396,050.00		\$60,999.00	\$138,700.58	35.02%	\$257,349.42	
Countywide Services	\$8,686,784.00	\$10,677,577.00	\$3,549,235.21	\$5,870,727.42	54.98%	\$4,806,849.58	
<b>Total Expenditures:</b>	\$42,897,449.00	\$46,412,497.00	\$19,643,878.50	\$29,112,712.12	62.73%	\$17,299,784.88	
<b>Fund Balance Status:</b>			<b>Committed</b>	<b>Assigned</b>	<b>% of exp YTD</b>		
General Basic Fund	\$13,025,123.23		\$1,527,621.44	\$1,909,985.00	64.68%		
General Supplemental Fund	\$2,059,472.13			\$150,000.00	79.27%		
County Services MHDS Fund	\$2,579,201.61				13.66%		
Rural Services Fund	\$2,168,763.32			\$127,834.00	64.61%		
TIF Fund	\$834,468.41				32.92%		
Secondary Roads Fund	\$5,079,966.06				62.86%		

**Story County FY19 Quarterly Report**  
**March 31, 2019**  
**75% of Year**

Departmental Revenues:	Annual Budget	Amended	YTD		Percent of Budget	Amount Remaining
			Total			
Auditor	\$9,475.00		\$10,934.13		115.40%	-\$1,459.13
Treasurer	\$975,150.00		\$802,418.06		82.29%	\$172,731.94
County Attorney	\$283,996.00		\$208,397.07		73.38%	\$75,598.93
Sheriff	\$1,225,540.00		\$1,051,294.33		85.78%	\$174,245.67
Recorder	\$594,680.00		\$360,756.99		60.66%	\$233,923.01
Animal Control	\$38,500.00		\$44,306.09		115.08%	-\$5,806.09
Engineer	\$7,523,060.00		\$5,481,143.96		72.86%	\$2,041,916.04
Veteran Affairs	\$9,625.00		\$10,102.52		104.96%	-\$477.52
Conservation Board	\$1,135,240.00	\$1,575,351.00	\$199,514.29		12.66%	\$1,375,836.71
Environmental Health	\$80,270.00		\$44,314.34		55.21%	\$35,955.66
IRVM	\$30,620.00		\$20,470.45		66.85%	\$10,149.55
Community Services	\$1,900.00		\$31.80		1.67%	\$1,868.20
Community Life	\$133,000.00		\$101,746.79		76.50%	\$31,253.21
Human Services Center	\$5,065.00		\$4,220.40		83.32%	\$844.60
Facilities Management	\$1,500.00		\$1,747.98		116.53%	-\$247.98
Information Technology	\$9,600.00		\$8,972.72		93.47%	\$627.28
Planning & Development	\$47,190.00		\$23,020.01		48.78%	\$24,169.99
DHS	\$185,600.00		\$160,765.81		86.62%	\$24,834.19
Mental Health	\$0.00		\$6.03			-\$6.03
Juvenile Court Services	\$10,000.00		\$4,786.77		47.87%	\$5,213.23
Countywide Services	\$30,846,853.00	\$31,627,853.00	\$29,549,088.78		93.43%	\$2,078,764.22
<b>Total Revenues:</b>	<b>\$43,146,864.00</b>	<b>44,367,975.00</b>	<b>\$38,088,039.32</b>		<b>85.85%</b>	



County Outreach and Special Projects Manager  
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**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Watershed planning information on Story County's website  
**DATE:** April 11, 2019

### ***Background***

Information regarding watershed planning in Story County is available on our website, but buried somewhat within the existing structure.

Currently, two paths lead to generally the same information:

- Home > Government > Offices and Departments > Board of Supervisors > Watershed Planning
- Home > Government > Offices and Departments > Conservation & Parks > Current Projects > Watershed Planning

Within the Cornerstone to Capstone (C2C) Comprehensive Plan and the Story County Strategic Plan, goals and objectives highlight water quality concerns and strategies. In the Strategic Plan, under *Policies and Regulations*, Objective 1 states:

*To continue to address water quality issues throughout Story County and consider strengthened regulations for stormwater and wastewater management.*

Chapter 4 of the C2C Plan includes:

***Natural Resource and Recreation Goal 1*** *Preserve, protect, restore, and enhance the quality of Story County's ground water and surface water.*

The message from Story County in these documents, and demonstrated through Board leadership and dedication of staff resources in this area, is that watershed planning, water quality – whatever way it is labeled - is a priority in Story County. However, the current design of the website does not help to convey that priority.





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Six graphic buttons were incorporated into the design when the Board approved the website structure and design. These include Meetings & Agendas, Property Search, Notify Me, Online Payments, About Story County, and Employment Opportunities. The “About Story County” graphic link (green one second from the right) goes to a page providing County Information, including Events, History of Story County, News, and Weather. Both Events and News are on the home page in addition, and the other information possibly moved under the “Our Community” tab.



The watershed working group would like the Board to consider using the button “About Story County” to incorporate watershed planning right on the home page of the County’s website. The other existing sites (and likely additional departmental pages) would then link back to this information, presenting a consistent and comprehensive message and demonstrative of the priority placed on the effort.

***Recommendation***

Staff recommends the “About Story County” graphic button link be re-purposed for watershed planning.

