

The Board of Supervisors met on 9/17/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lauris Olson, and Lisa Heddens with Murken presiding. (all audio of meetings available at storycountyiowa.gov)

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

EMERGENCY MANAGEMENT QUARTERLY REPORT: Melissa Spencer, Deputy Emergency Management Coordinator, reported on incident responses, planning, training, exercises, and operations.

MINUTES: 9/10/19 Minutes and 9/11/19 Special Meeting Minutes – Olson moved, Heddens seconded the approval of 9/10/19 Minutes as presented. Roll call vote. (MCU) Heddens moved, Olson seconded approval of the 9/11/19 Special Meeting Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 9/29/19, in a) Facilities Management for Jon Eickholt @ \$2,600.40/bw; 2) re-hire, effective 9/19/19, in Planning and Development for Gabriel Nelson @ \$11.00/hr. Heddens moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 9/19/19 Claims of \$989,521.21 (run date 9/13/19, 32 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 (\$1,962.61), BooST School Ready Services (\$285.35), BooST Early Childhood (\$7,723.69), Emergency Management (\$381.45), E911 surcharge (\$2,147.80), County Assessor (\$15,992.17), Ames City Assessor (\$15,951.74), and Central Iowa Community Services (\$176,324.95). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson requested item #4 of the Consent Agenda be removed for individual discussion and consideration. Heddens moved, Olson seconded approval of the Consent Agenda with the noted change.

1. Addition of Class B License (Wine), effective 10/1/19, and change of ownership, effective 2/28/20, for Casey's General Store, 17005 US Highway 69, Gilbert, Iowa
2. New Class B Beer License (BB) includes wine coolers, and Class B Native Wine Permit for the Oil Press, 70197 130th Street., Zearing, Iowa., effective 10/1/19-9/30/20
3. The Governor's Traffic Safety Bureau Grant for \$23,310.00, effective 10/1/19-9/30/20
5. Road Closure Resolution: #20-14
6. Utility Permit: #20-4401

Roll call vote. (MCU)

4. The purchase of two (2) new vehicles for \$90,576.00, including variable costs of \$11,422.00, for the Story County Sheriff's Office to replace two (2) vehicles totaled in August 2019. Olson asked about funding sources. Alissa Wignall, Internal Operations and Human Resources Director, stated that the funding will come from insurance reserves. Olson moved, Heddens seconded approval of item #4 as presented. Roll call vote. (MCU)

FINAL PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE DAKINS LAKE SUSTAINABLE ENERGY CABIN: Mike Cox, Conservation Director, and Ted Tedesco, Conservation Board member, provided background information on the project. The estimated cost of the project (\$504,000) far exceeds the proposed original budget (\$270,000). The Conservation Board voted to table the project in order to examine further options. Olson expressed disappointment regarding public comments made by Conservation Board about the project. Heddens asked about a new timeline. Murken commended the Conservation Board for its efforts and decision to table. Olson asked for a clarification of the funding source breakdown. Murken opened the public hearing at 10:35 a.m. Hearing none, she closed the public hearing at 10:36 a.m. Olson moved, Heddens seconded approval to postpone the construction project indefinitely. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Heddens reported on the recent Mental Health event. All Board members reported on upcoming meetings.

Heddens moved, Olson seconded to adjourn at 10:40 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
9/17/19

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. ADOPTION OF AGENDA:

4. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

5. AGENCY REPORTS:

I. Emergency Management Quarterly Report - Melissa Spencer

Department Submitting Auditor

Documents:

EMS BOS UPDATE.PDF

6. CONSIDERATION OF MINUTES:

I. 9/10/19 Minutes & 9/11/19 Special Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 9/29/19, in a)Facilities Management for Jon Eickholt @ \$2,600.40/bw; 2)re-hire, effective 9/19/19, in Planning and Development for Gabriel Nelson @ \$11.00/hr;

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

I. 9/19/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 091919.PDF

9. 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 Addition Of Class B License (Wine) Effective 10/1/19 And Change Of Ownership Effective 2/28/20 For Casey's General Store, 17005 U.S. Highway 69, Gilbert

Department Submitting Auditor

Documents:

CASEYS.PDF
CASEYS OWNERSHIP.PDF

- II. Consideration Of New Class B Beer (BB) Includes Wine Coolers And Class B Native Wine Permit For The Oil Press, 70197-130th St., Zearing, Ia., Effective 10/1/19 - 9/30/20

Department Submitting Auditor

Documents:

THOMPSON.PDF

- III. Consideration Of The Governor's Traffic Safety Bureau Grant For \$23,310.00 Effective 10/1/19 - 9/30/20

Department Submitting Sheriff

Documents:

GTSB.PDF

- IV. Consideration Of The Purchase Of Two (2) New Vehicles For \$90,576.00, Including Variable Costs For \$11,422.00 For The Story County Sheriff's Office To Replace Two (2) Vehicles Totaled In August 2019

Department Submitting Sheriff

Documents:

TWO NEW VEHICLE REQUEST.PDF

- V. Consideration Of Road Closure Resolution(S) 20-14

Department Submitting Engineer

Documents:

RC 20 14.PDF

- VI. Consideration Of Utility Permit(S): #20-4401

Department Submitting Engineer

Documents:

UT 20 4401.PDF

10. PUBLIC HEARING ITEMS:

- I. Consideration Of Final Plans, Specifications, And Form Of Contract For The Dakins Lake Sustainable Energy Cabin - Mike Cox
To View Documents click below;
Dakins Lake Final Plans Documents;

[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/10061/CONSTRUCTION-DOCUMENTS](https://www.storycountyiowa.gov/documentcenter/view/10061/construction-documents)

Dakins Lake Drawings Documents;

[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/10063/DRAWINGS](https://www.storycountyiowa.gov/documentcenter/view/10063/drawings)

Department Submitting Conservation

Documents:

URGE MEMO CABIN BID DOC - BOS.PDF

11. ADDITIONAL ITEMS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. 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
9/17/19

NAME

ADDRESS

TED TELESKO

CONSERVATION BOARD

Mike Cox

Conservation

Missi Spencer

Story Co. EMA

Leanna Ellis

SC&W

Todd Lundwall

BOS

John K. Oest

Ames

Alissa Wigman

BOS

Applicant License Application (LE0002103)

Name of Applicant: <u>Casey's Marketing Company</u>		
Name of Business (DBA): <u>Casey's General Store #2301</u>		
Address of Premises: <u>17005 Hwy 69</u>		
City <u>Gilbert</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business	<u>(515) 233-5069</u>	
Mailing	<u>PO Box 3001</u>	
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name <u>JESSICA FISHER, Store Operations</u>	
Phone: <u>(515) 446-6404</u>	Email <u>JESSICA.FISHER@caseys.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 02/28/2020

Expiration Date:

Privileges:

Class E Liquor License (LE)

Ownership
APPROVED **DENIED**
Board Member Initials: JM
Meeting Date: 9-17-19
Follow-up action: _____

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 Casey's General Stores, Inc.
First Name: 42-0935283

Last Name: Casey's General Stores, Inc.

City: Ankeny

State: Iowa

Zip: 50021-804

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

City: Urbandale

State: Iowa

Zip: 50322

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Applicant License Application (LE0002103)

Name of Applicant: Casey's Marketing Company
 Name of Business (DBA): Casey's General Store #2301
 Address of Premises: 17005 Hwy 69
 City Gilbert County: Story Zip: 50010
 Business (515) 233-5069
 Mailing PO Box 3001
 City Ankeny State IA Zip: 500218045

Contact Person

Name JESSICA FISHER, Store Operations
 Phone: (515) 446-6404 Email JESSICA.FISHER@caseys.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 02/28/2019

Expiration Date: 02/27/2020

Privileges:

Class B Wine Permit

Class E Liquor License (LE)

*carry out
mix*

APPROVED **DENIED**

Board Member Initials: JMF

Meeting Date: 9/17/19

Follow-up action: _____

Status of Business

BusinessType: Publicly Traded Corporation
 Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

42-0935283 Casey's General Stores, Inc

First Name: 42-0935283

Last Name: Casey's General Stores, Inc.

City: Ankeny

State: Iowa

Zip: 50021-804

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Michael Richardson

First Name: Michael

Last Name: Richardson

City: Pleasant Hill

State: Iowa

Zip: 50327

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Julia L. Jackowski

First Name: Julia L.

Last Name: Jackowski

City: Urbandale

State: Iowa

Zip: 50322

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE-PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 02/28/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Teri Thompson</u>		
Name of Business (DBA): <u>The Oil Press</u>		
Address of Premises: <u>70197 130th St.</u>		
City <u>Zearing</u>	County: <u>Story</u>	Zip: <u>50278</u>
Business	<u>(515) 460-8052</u>	
Mailing	<u>33321 Mm Ave</u>	
City <u>New Providence</u>	State <u>IA</u>	Zip: <u>50206</u>

Contact Person

Name <u>Teri Thompson</u>	
Phone: <u>(515) 460-8052</u>	Email <u>donaldteri6@gmail.com</u>

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

Term: 12 months

Effective Date: 10/01/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Class B Native Wine Permit

APPROVED **DENIED**
Board Member Initials: MT
Meeting Date: 9-17-19
Follow-up action: _____

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Teri Thompson

First Name: Teri **Last Name:** Thompson
City: New Providence **State:** Iowa **Zip:** 50206
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Donald Thompson

First Name: Donald **Last Name:** Thompson
City: New Providence **State:** Iowa **Zip:** 50206
Position: Owner
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Allied Insurance</u>

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 20-402-M0PT, Task 38-00-00

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Story County Sheriff's Office

PROJECT BUDGET: Highway Safety Funded Amount: \$23,310.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 402

DUNS # 05-081-3112

Submit Reimbursement Claims To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

Issue Payment To:

Story Co Sheriff
1315 S B Ave
Nevada, Iowa 50201

Submit Reports To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248
515-725-6122, FAX 515-725-6133

Transmit Contract Information To:

Lieutenant Leanna Ellis
Story County Sheriff's Office
1315 S B Ave
Nevada, Iowa 50201
515-382-6566, FAX 515-382-7598

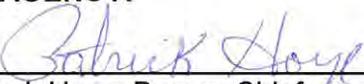
The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2020 Highway Safety Plan, State and Community Highway Safety Grant 20-402-M0PT, Task 38-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By  Date: 9-17-19

ISSUING AGENCY:

By  Date: 9-10-19
Patrick J. Hoye, Bureau Chief

Effective Date: 10/01/19 Expiration Date: 09/30/20

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Story County Sheriff's Office (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Fixing America's Surface Transportation Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

County of Story, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2020.
- 4.2 A cumulative final report due November 1, 2020 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Sheriff Paul Fitzgerald, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Leanna Ellis, Sergeant Nick Hochberger, Deputy Matt Massaro and Sergeant Dillon Combs representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.
 - a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
 - b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
 - c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

- d. *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
- 1) Purchases shall receive prior written approval from DPS/GTSB and the NHTSA Regional Administrator. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - 2) Dispositions shall receive prior written approval from the Regional Administrator unless the equipment has exceeded its useful life as determined under State law and procedures.
 - 3) GTSB considers equipment purchased using federal funds to have a useful life expectancy of approximately 5 years unless documentation is provided to the contrary.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
- 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
- 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
 - 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Civil Rights Act. The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity

receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

- 9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$23,310.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the

quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Deputies to conduct 400 hours of directed overtime enforcement.
 - b. Deputies to conduct 8 hours of overtime for educational presentations.
- 11.8 Contract activities:
 - a. Conduct 400 overtime hours of high visibility traffic enforcement with a maximum effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk, including at least two special traffic enforcement projects, one of which will be conducted at night.
 - b. Conduct 8 hours of overtime for educational presentations.
 - c. Purchase and distribute traffic safety educational materials with prior DPS/GTSB approval.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.

- e. Conduct and publicize results of two observational occupant protection surveys during March and August.
- f. Purchase two NHTSA-approved moving radar units and utilize for speed enforcement.
- g. Purchase one DPS-approved preliminary breath tester (PBT) and utilize for impaired driving-related traffic enforcement.
- h. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

11.9 Key dates:

- a. By November 15, 2019 and the 15th of each subsequent month through October 15, 2020, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2020, receive educational materials as specified in Article 11.8(c).
- c. By July 31, 2020, receive two moving radar units and one PBT as specified in Article 11.8(f) and (g).
- d. By August 10, 2020, submit claim for expenses incurred through June 30, 2020.
- e. By November 1, 2020, submit an annual report as specified in Article 4.2.
- f. By November 15, 2020, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a. At least 400 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 8 hours of overtime for educational presentations.
- c. Twelve public information activities conducted and reported.
- d. Two occupant protection surveys completed and results publicized.
- e. Educational materials approved, purchased and distributed.
- f. Two moving radar units and one PBT purchased and utilized.
- g. At least one deputy attended DPS/GTSB approved training and a trip report submitted if required.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 18,000.00
Educational presentations	\$ 360.00
Training-related travel	\$ 1,000.00

Commodities	
Traffic safety educational materials	\$ 500.00
Equipment	
Two moving radar units and one PBT	<u>\$ 3,450.00</u>
TOTAL	\$ 23,310.00

Interoffice
MEMORANDUM

Story County Sheriff's Office

To: Sheriff Paul Fitzgerald
Story County Board of Supervisors

From: LT Leanna Ellis

Date: September 12, 2019

Re: Vehicle purchase

APPROVED **DENIED**

Board Member Initials: AME

Meeting Date: 9-17-19

Follow-up action: _____

The Story County Sheriff's Office had two fully marked vehicles totaled, one on August 3, 2019 while involved in a motor vehicle pursuit and one on August 6, 2019 while responding emergent to a personal injury accident. The vehicle involved in the pursuit (S85-30) was a single vehicle accident, whereas Story County is fully liable for the cost of replacing the vehicle. The other (S85-38) was broadsided by another driver, and their insurance is accepting liability for the crash. They have reportedly agreed to provide \$31,750.00 for the value of the vehicle itself in addition to changeover, striping, tow, and storage costs.

I compared the state bid (Stiver's Ford) and three additional dealer bids (Ames Ford, Charles Gabus, and Moffit's) for the purchase of replacement patrol vehicles with the specs listed on the attached. The specs are consistent with the rest of our fleet with the addition of side mirror lighting for \$290 and one new option. The new option is the ability for the driver to enable the rear camera on demand for \$230. This allows deputies to observe what is behind them without putting the vehicle in reverse, which is helpful during covert operations to enhance officer safety.

The bids returned as follows:

Stivers:	\$39,577
Ames Ford:	\$40,127
Charles Gabus:	\$40,446
Moffit's:	\$40,596

Changeover costs are currently estimated at \$11,421.57 for S85-30; however variables can be expected, as we are uncertain on what equipment may or may not be reusable due to impact. I have included the estimate from Keltek in the attachments for your information. This does not include cost to stripe the vehicle (approximately \$467) and the pending tow and storage fees.

It is respectfully requested that the sheriff's office order two replacement patrol vehicles immediately from Stiver's Ford and upon receipt of the vehicles, move forward with getting them equipped and striped. We are currently down two patrol vehicles and one reserve vehicle, and it is my understanding that if we order now, it may be February before they are received. Thank you for your time and consideration in this matter.

STIVERS FORD LINCOLN
1450 East Hickman Rd



2020 FORD POLICE INTERCEPTOR UTILITY (AWD) 136 mph

INCLUDES: 3.3L V6 FFV Engine, 10 Speed Auto, AWD (All Wheel Drive), rear privacy glass, tilt/cruise power windows, locks and mirrors, AM FM Bluetooth MP3 radio, cloth front/vinyl rear seats Air Bags-Front, Side Impact & Canopy, front deflector plate, block heater, grill wiring vinyl floor, 4 keys/fobs keyless entry, automatic headlamps and full wheel covers. Ford Telematics™ – Includes Ford Modem and complimentary 2 year subscription

STATE CONTRACT PRICE \$31,147

RECOMMENDED OPTIONS:

Noise Suppression Bonds	\$ 100	<input checked="" type="checkbox"/>
Rear Door Handles Inoperable / Locks Inoperable	\$ 75	<input type="checkbox"/>
Hidden Door Lock Plunger and Rear Door Handle, window & locks Inoperable	\$ 160	<input checked="" type="checkbox"/>
Rear Camera On-Demand – allows driver to enable rear camera on-demand NEW	\$ 230	<input checked="" type="checkbox"/>
Carpet in lieu of vinyl flooring	\$ 125	<input type="checkbox"/>
Dome Light - Rear Cargo Area - Red / White	\$ 50	<input checked="" type="checkbox"/>
Courtesy Lamp Disable (when any door is opened)	\$ 25	<input checked="" type="checkbox"/>
LED Spot Lamp Whelen- Driver Side only -	\$ 420	<input checked="" type="checkbox"/>
Power Heated rear view mirrors	\$ 60	<input type="checkbox"/>
Rear console plate for wiring pass through	\$45	<input checked="" type="checkbox"/>
Reverse Sensing System	\$ 375	<input checked="" type="checkbox"/>
Predrilled headlamp package	\$0	<input checked="" type="checkbox"/>
H8 AGM Battery (Available; 850 CCA/92-amp)	\$140	<input checked="" type="checkbox"/>
Rear hatch enable (deletes overhead rear hatch & timer release)	NC	<input checked="" type="checkbox"/>
Tiger tough tactical seat cover https://www.tigertough.com/products	\$ 225 ea.	<input type="checkbox"/>

DRIVE TRAIN OPTIONS:

3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed	\$ 3,850	<input checked="" type="checkbox"/>
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH	\$ 4,503	<input type="checkbox"/>

FACTORY INSTALLED LIGHTING & ELECTRONIC PACKAGES

Ron Reese
515-987-3697
800-747-2744
515-987-0163 fax
rreese@stiversfordia.com

Closure No. 20-14

Date September 13, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 4 & 3 Lincoln on

710th Ave between 100th St and 110th St. and 100th St. between US 65 and 710th Ave

Motion by: Heddens Seconded by: Olson

Olson	<u>✓</u>	Aye	Heddens	<u>✓</u>	Aye	Murken	<u>✓</u>	Aye
		Nay			Nay			Nay
		Absent			Absent			Absent

Mudd

Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 9/10/19

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, 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 220th St. from 66245 to under the road a distance of 292 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 cuttrench.

Date 9-6-19

Consumers Energy
Name of Company (Applicant - Permittee)

 641-485-4064
by Phone no.

Recommended for Approval:

Date 9-9-19

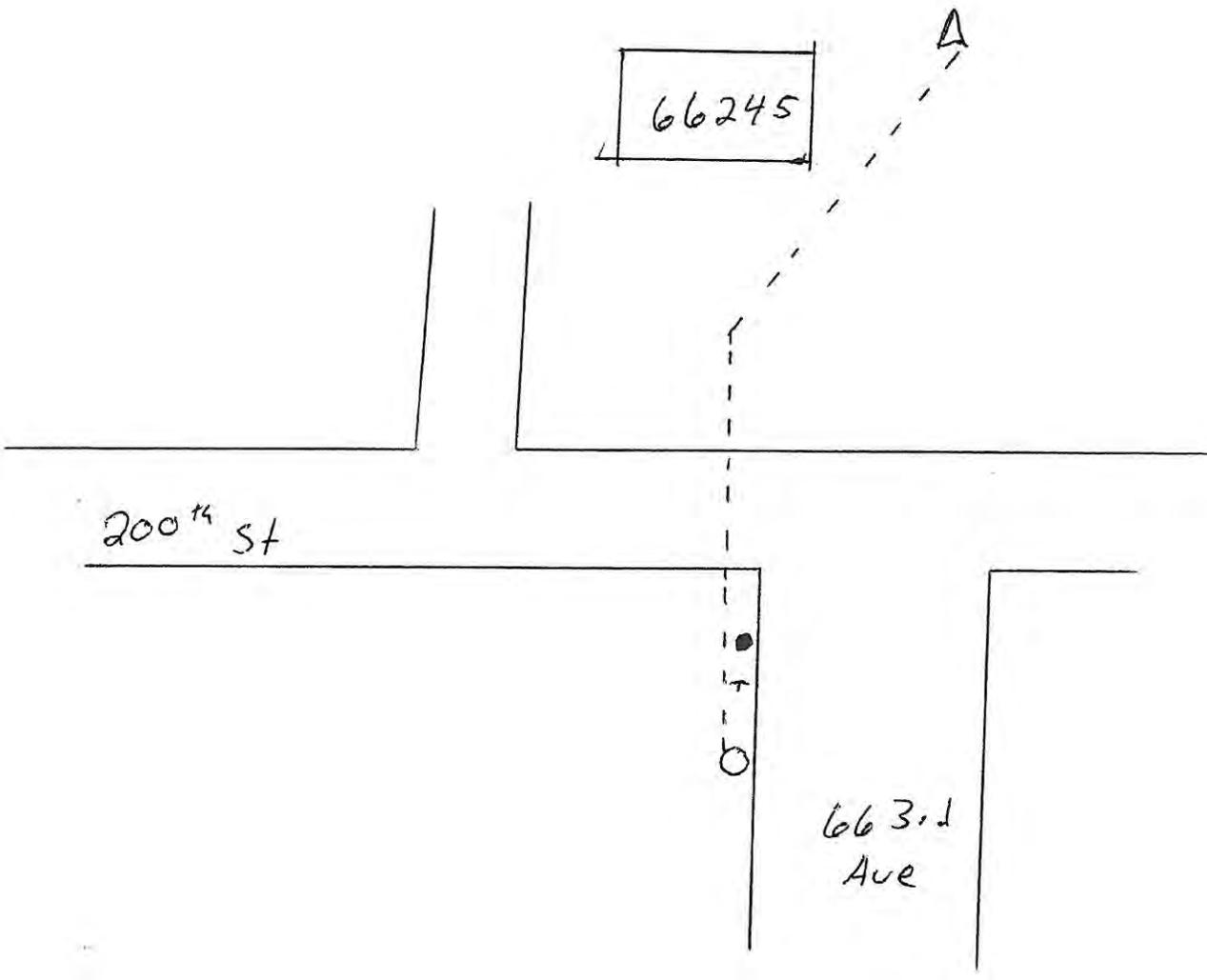
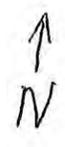
 515-382-7355
County Engineer Phone no.

Approved:

Date 9/17/19


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.



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

Install 40 foot pole and anchor south of 200th St. and west of 663rd Ave.



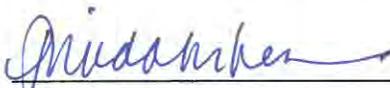
Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: September 17, 2019
Re: Consideration of Final Plans, Specifications, and Form of Contract for the Dakins Lake Sustainable Energy Cabin

The attached bid documents are for the construction of a cabin at Dakins Lake Park. The cabin would be built using sustainable energy techniques and practices. It would sleep a maximum of 12 people. The engineers cost opinion significantly exceeds the budgeted funding. The Conservation Board desires a cabin however, does not feel that an expenditure of this size is a responsible use of funds. The Conservation Board unanimously voted to table the project while we examine further options.

Staff urges you to postpone this construction project indefinitely.


Approval

Approval

Date

9-17-19

Disapproval

Date