

The Board of Supervisors met on 9/19/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

EMERGENCY MANAGEMENT QUARTERLY REPORT: Coordinator Melissa Spencer reported on safety planning process for RAGBRAI, Hazard Mitigation planning meeting update, and September is National Preparedness month. She reported they are asking residents to “Be Aware” campaign to register for Story County Iowa Alerts, county-wide drill for Iowa Alerts on September 29th at 10 am. Spencer reported on training, exercises, grant opportunities, and the EM intern Samantha Sharper has been nominated for the Navy Federal All-American Student of the Year Scholarship Program as an ROTC cadet with Iowa State University.

REQUEST FROM CAMELOT THEATER FOUNDATION CTF) FOR \$150,000.00: Christa Skaggs, Main Street Nevada, reported on pursuing multiple grants, including an Attraction and Tourism (CAT) grant from the Iowa Economic Development Authority (IEDA). Melissa Sly, CTF, stated approximately \$800,000.00 has been raised including in-kind funds and grants. Skaggs reported the total project cost with increasing construction costs is now \$2.2M. Multiple community partners have contributed. Discussion took place. Skaggs reported the City of Nevada has contributed \$150,000.00. Additional discussion took place. Skaggs reported on upcoming fund raising, rental income after apartments are completed, and phases of work. Faisal verified the CAT grant is due in February. Skaggs stated yes and reported on timeline. The Board discussed possible funding sources, contingencies, and timeline. Heddens moved, Murken seconded the approval of the request from Camelot Theater Foundation for \$150,000.00, contingent on its receipt of the CAT grant with funding to be split evenly between the General Fund and Local Option Sales Tax (LOST) dollars. Roll call vote. (MCU)

MINUTES: 9/12/23 Minutes – Murken moved, Heddens seconded approving the 9/5/23 minutes as presented. Heddens moved, Murken seconded the approval of Consent Agenda as listed:

1. Updated Nevada Annexation Request
2. Governor's Traffic Safety Bureau Grant Contract for \$24,400.00, effective 10/1/23-9/30/24
3. FY24 Substance Abuse Contract with Youth and Shelter Services (YSS)
4. Agreement for law enforcement services between Gilbert Community School District and Story County Sheriff's Office, effective 9/23/23 for a minimum of two hours for \$65.00 per hour
5. Utility Permit: #24-7200

Roll call vote. (MCU)

MODIFICATIONS TO THE HOME BASE IOWA – WELCOME HOME TO STORY COUNTY RELOCATION

ASSISTANCE PROGRAM: Leanne Harter, County Outreach and Special Projects Manager, reported on modifications; she reviewed changes and revisions. Harter reported on strategies to encourage participation. Discussion took place. Murken moved, Heddens seconded the approval of Modifications to the Home Base Iowa-Welcome Home to Story County Relocation Assistance Program as proposed by staff. Roll call vote. (MCU)

DIRECTION ON MODIFICATION TO THE AGREEMENT WITH THE CITY OF ZEARING FOR THE WATER

MAIN IMPROVEMENT PROJECT, DESIGN WORK: Leanne Harter, County Outreach and Special Projects Manager, reported on direction from the Board to staff, and the next steps. Greg Pıklapp, Director of Economic Development Outreach and Government Relations, Ames Economic Development Commission, reported unforeseen additional underground infrastructure issues discovered once work began. Discussion took place. Harter stated the scope of additional needed work is within American Rescue Plan Act (ARPA) guidelines. Faisal directed staff to move forward with changes and return to the Board.

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

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(j): Murken moved, Heddens seconded to go into closed session at 10:56 a.m. Roll call vote. (MCU)

Faisal reconvened the Board in open session at 11:25 a.m. No action.

Heddens moved, Murken seconded to adjourn at 11:25 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building
900 6th St., Nevada, IA
9/19/23

1. **SPECIAL NOTE TO THE PUBLIC:** This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/88636935542?
PWD=L2HNYVRKBKZVMGZNULRtYzB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkYkZVMGZnULRtYzB5M285ZZ09)

Passcode: 934031

Or One tap mobile:

+16469313860,,88636935542#,,,,*934031# US
+19292056099,,88636935542#,,,,*934031# US (New York)

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US

Webinar ID: 886 3693 5542

Passcode: 934031

International numbers available: [HTTPS://US02WEB.ZOOM.US/U/KC6WFRJEA3](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkYkZVMGZnULRtYzB5M285ZZ09)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

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

6. AGENCY REPORTS:

I. Emergency Management Quarterly Report - Melissa Spencer

Department Submitting Auditor

Documents:

EMA QTR.PDF

7. Consideration Of Request From Camelot Theater Foundation For \$150,000 - Christa Skaggs

Department Submitting Auditor

8. CONSIDERATION OF MINUTES:

I. 9/12/23 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

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 Updated Nevada Annexation Request
Consent

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
NEVADA ANNEXATION DOCUMENTS.PDF

II. Consideration Of Governor's Traffic Safety Bureau Grant Contract For \$24,400.00
Effective 10/1/23 - 9/30/24

Department Submitting Sheriff

Documents:

GTSB 2024.PDF

III. Consideration Of FY24 Substance Abuse Contract With YSS

Department Submitting Auditor

Documents:

YSS.PDF

IV. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 9/23/2023 For A Minimum Of 2 Hours For \$65.00/Hour

Department Submitting Sheriff

Documents:

GILBERT HS CONTRACT.PDF

V. Consideration Of Utility Permit(S): #24-7200

Department Submitting Engineer

Documents:

UT 24 7200.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Modifications To The Home Base Iowa – Welcome Home To Story County Relocation Assistance Program - Leanne Harter

Department Submitting Board of Supervisors

Documents:

HBI MEMO.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Discussion And Direction On Modification To The Agreement With The City Of Zearing For The Water Main Improvement Project, Design Work - Leanne Harter

Department Submitting Board of Supervisors

Documents:

AMD REQUEST.PDF

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #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. Closed Session Pursuant To Iowa Code Section 21.5(1)(J) - Darren Moon, Story County Engineer" Iowa Code Section 21.5(1)(J)
to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. The minutes and the tape recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed

Department Submitting Engineer

19. ADJOURNMENT:

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

Story County Board of Supervisors
Agenda
9/19/23

NAME

AGENCY

Greg Fixlapp
Steve Skaggs
Christa Skaggs
Melissa Sly
Marcus Amundson
Melissa Spencer
Sandin King
Lisa Mandelberg
Crystal W. Nunn

Ames FDC
Camelot Theater Foundation
CTF
CTF
P&D
SCLTA
BOS
Am
SCAO



STORY COUNTY EMERGENCY MANAGEMENT AGENCY

900 6TH STREET, NEVADA, IA 50201

PH: (515) 382-7315 FAX (515)382-7328

EMAIL: storycntyiaem@storycountyia.gov

WEB SITE: www.storycountyia.gov/ema

Melissa Spencer, Coordinator

Board of Supervisors Update

As of September 13, 2023

Response:

On July 9th, we assisted the Story County Sheriff’s Office with a barricaded subject near Colo by deploying to command trailer.

RAGBRAI came to Story County on July 25th and 26th with an overnight stay in Ames. We would like to thank all of the County departments who assisted with the public safety planning process. Overall, the public safety group felt the ride went well despite the brutal heat and humidity.

The Story County Public Safety planning group conducted an after-action review looking at operational coordination and communication. The StoryComm radio system made communication much easier across multiple local and state agencies during the event. The Story County group felt there was very little communication with RAGBRAI and Discover Ames about the overall planning process and having an overall understanding of the RAGBRAI event plan.

The cost to Story County for employee time and equipment was \$26,000. Ames PD and ISU PD also had billable costs of approximately \$32,000 each. These costs are likely underestimated as agencies mentioned they did not track specific time spent on developing plans and attending meetings.

Preparedness:

Planning

The last Hazard Mitigation planning meeting was held on August 23rd as an in-person meeting with the contractor on site. This meeting provided guidance for how jurisdictions will create new hazard mitigation strategies for their community based upon the updated hazard and risk assessment. FEMA requires each participating jurisdiction to have one new strategy for the current update. The contractor will provide a draft copy of the completed plan in October or November for each jurisdiction to review and then will go out for public comment. The end goal is to have the plan finalized and ready to send to the State of Iowa and FEMA by January of 2024. Once the State and FEMA approve the plan, jurisdictions will formally adopt the plan by resolution in May of 2024.

September is National Preparedness Month. We are asking Story County residents to “Be Aware” and have a method to receive emergency information by registering on Story County Iowa Alerts. Currently only 12% of households in Story County are sign up with a total 21,737 individual registrations. Our end goal is to increase our household subscribers to 15%.

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

*Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada
Roland – Sheldahl – Slater – Story City – Story County – Zearing*

Samantha and Bryce developed a public information campaign with a Community vs. Community competition for who can sign up highest number of new subscribers. They delivered posters to each community requesting they share the sign-up information in high traffic areas or in city newsletters. Schools were also asked to send information home in "take-home folders" or on their digital bulletin boards. Due to their efforts, we have seen a 2% increase in individual registrations in most communities.

Preparedness month will wrap up with a county-wide test of the Story County Iowa Alerts system on September 29th at 10AM.

On August 28th we hosted Navigator CO2 for discussion with local first responders to review and discuss the company emergency plans and grant opportunities for local first responder agencies. As they insisted the meeting be held during business hours there was not significant attendance from volunteer fire Chiefs. It was a positive meeting with good discussion about local response and Iowa DNR reporting requirements. Information on the grant program and a copy of their intended emergency plan were emailed to all first responder agencies.

Samantha's work on the Family Assistance Center (FAC) Plan continued with two planning meetings. On August 10th public health agencies, hospitals and mental health providers met to discuss roles and responsibilities for support of the FAC. On September 7th law enforcement agencies, hospitals and public health met to discuss a specific reunification process within the plan. The development of this plan will take a significant amount of time and coordination to complete. We have had outstanding support from all agencies across Story County.

David is conducting a top down review of Emergency Operations Center. Using the full-scale exercise after action report he is identifying ways to improve and refine operations and staff training.

Training

David successfully completed the Iowa Emergency Management Professional Development course and mentoring program in August. This is a series of four quarterly classes to provide an overview of emergency management to provide an understanding of expectations, roles and responsibilities of Coordinators.

David is working towards his FEMA Instructor certification. Having a FEMA instructor within our agency will be a valuable resource to assist with any FEMA level training needs across the county.

On September 12th, Melissa attended the Safeguard Iowa Partnership annual meeting and training session in Des Moines. The mission of Safeguard Iowa is to strengthen the capacity of Iowa to prevent, prepare for, respond to and recover from emergencies and disasters through public/private collaboration.

Exercises

Melissa participated in a district wide table top exercise provided by the Secretary of State Office for election security with representatives from the Auditor's Office, Information Technology and the Sheriff. An election day severe weather scenario was provided with each group defining their priorities at each stage of the scenario. The discussion provided insight into each organization's roles and responsibilities and what support they would need during the event.

Operations

On August 15th, Melissa provided a presentation on Emergency Management and personal preparedness to a dozen members of the Roland- Story Kiwanis group.

On September 13th Melissa provided a presentation through the Osher Lifelong Learning Institute at Iowa State University to 5 individuals. The hour and a half presentation focused on what Emergency Management is, personal preparedness and encouraging sign up on the Story County Iowa Alerts system.

Melissa and Linda met with Representative Feenstra's staffer to discuss his support for an Emergency Operations Center (EOC) Grant through the Congressional Community Project Funding program. Support for this grant will allow coverage for costs of constructions and equipment for the proposed new EOC site.

Melissa has stepped up within the Iowa Emergency Management Association to serve as the District 1 Chair and also the Mentoring Committee Chair. She is looking forward to providing leadership within the district and ensuring new coordinators across Iowa have the skills and tools to have a successful emergency management program.

Our Intern Samantha has been nominated for the Navy Federal All-American Student of the Year Scholarship Program as an ROTC cadet with Iowa State University. She is one of 15 finalists from across the country and the only one from Iowa. Candidates are evaluated on their leadership, military excellence, scholarship and service. If she is one of the three selected she will be honored in Washington D.C during the Military Bowl Game. We are very proud of her accomplishment and congratulate her on this prestigious nomination.

Looking Forward

On September 28th, the Story County Local Emergency Planning Committee is hosting a one-day Business Continuity Planning class. This course will provide large and small businesses with the tools and information to prepare for emergencies of all types. We thank the Ames Chamber for providing the training location.

On September 21st the Iowa Disaster Human Resource Council (IDHRC) is hosting the Don Hampton Conference at the City Church on Ames. Melissa was invited to provide opening remarks and will attend the conference. The IDHRC serves as support for partners across the state before, during and after disasters through partnerships with governmental, faith based and non-profit voluntary agencies with the mission to maximize partnerships to address immediate and long-term disaster recovery needs.

The next federal planning cycle will begin October 1. The focus of this planning year will bring a review of the Basic Response Plan, creation of a Basic Recovery Plan and a focus on communications with a review of Emergency Support Functions 2-Communications and 15-Public Information. We will be working closely with the County Public Information Officers (PIO) as well as PIO's from supporting agencies to further improve communications during a disaster.

Staff will be attending the annual Iowa Homeland Security Conference October 11-13 in Ankeny. The focus of the conference will focus on the planning requirements for the upcoming year.



Story County Planning and Development
 Administration Building
 900 6th Street, Nevada, Iowa 50201
 Ph. 515-382-7245 www.storycountyiowa.gov

MEMORANDUM

DATE: September 19, 2023
TO: Story County Board of Supervisors
FROM: Marcus Amman, Planner/Interim Director, Story County Planning and Development
RE: Nevada 100% Voluntary Annexation Update, Resolution 23-91

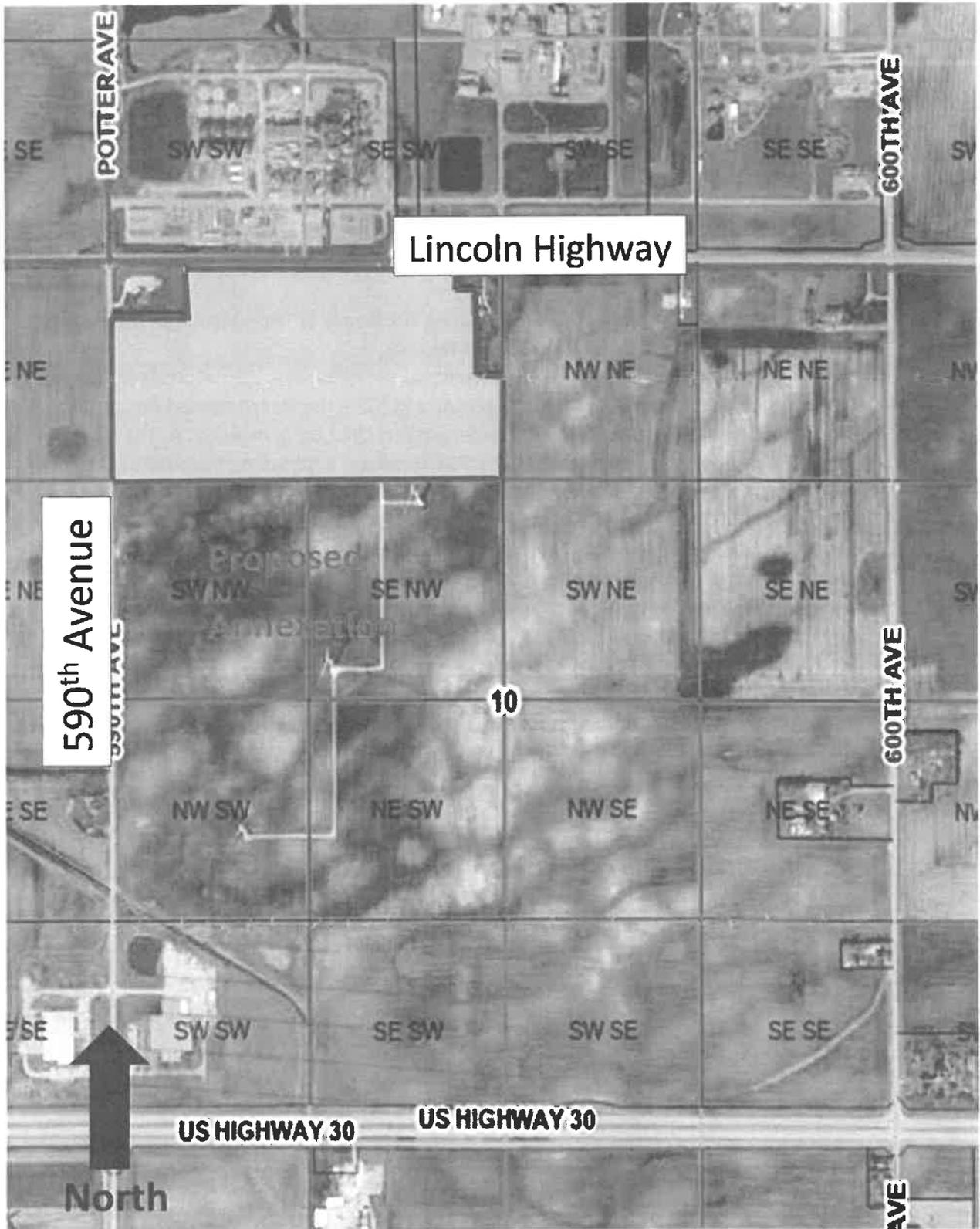
Planning and Development staff are updating the Board of Supervisors on the requested 100% voluntary annexation by the City of Nevada.

At the Board of Supervisors meeting on May 23, 2023, the Board passed Resolution 23-91 supporting the 228-acre annexation request by the City of Nevada. At the Board of Supervisors meeting on July 3, 2023 the Board passed a memo on consent as the City reduced the number of acres to be annexed to 73.57 acres, which includes 2.89 acres of existing public right of way. The proposed area is the north 73.57 acres of the previous 228-acre annexation request. This change reflects that the City will not be annexing any of the parcels with wind turbines on them. On Friday September 8th the City of Nevada had a meeting for the same proposed annexation area as it is now owned by Verbio Nevada LLC. No additional changes to the proposed annexation area were proposed.

As the Board had previously recommended approval of the annexation, Staff is not preparing a new resolution. This memo is meant to serve as an update on the proposed annexation. Appendix A shows the currently proposed annexation area.

APPROVED **DENIED**
 Board Member Initials: MA
 Meeting Date: 9/19/23
 Follow-up action: _____

Appendix A





City Hall | 1209 6th Street | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

September 1st, 2023

RECEIVED

SEP 05 2023

STORY COUNTY
BOARD OF SUPERVISORS

Notice of Consultation Regarding Annexation

Enclosed please find copies of a voluntary annexation application, legal description and a map of the territories in relationship to the City.

In accordance with Iowa Code §368.7, the City invites the Board and Trustees to a consultation to discuss any concerns with this annexation. The meeting will be held on Friday, September 8th, 2023 at 1:00 p.m. in the Council Chambers of Nevada City Hall, 1209 6th Street to review any concerns of the governing bodies affected by this annexation.

The Board and Trustees may make written recommendations for modification to the proposed annexation no later than seven business days following the date of consultation. If the Board or Trustees have no desire to participate in the consultation and do not object to the annexation, please let the City know and enter a resolution indicating the same.

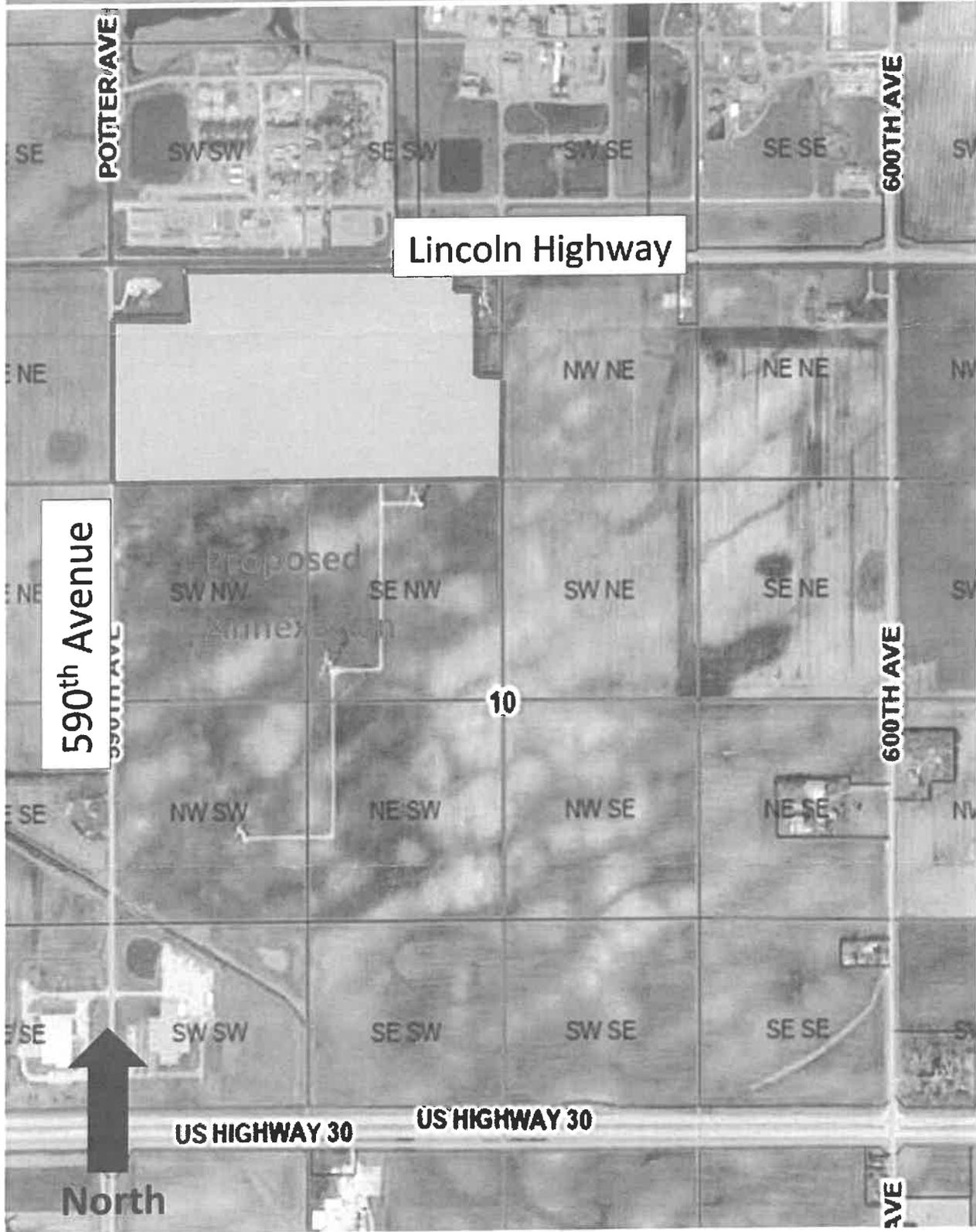
Ryan Hutton
Building and Zoning Official

cc: Story County Planning & Zoning

09/01/2023

Kinney-Lindstrom Foundation Inc Proposed Annexation Description

The North Half of the Northwest Quarter of Section 10, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, except Parcel A in the Northeast Quarter of said Northwest Quarter, as shown on the Plat of Survey filed in Book 10, Page 12, and except Parcel B in the Northwest Quarter, as shown on the Plat of Survey filed at Inst. No. 95-11615, and in Book 13, Page 173. Said property contains 73.57 acres, which includes 2.89 acres of existing public right of way.



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

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 402-PT-2024, Task 05-40-82
PAP 402-AL-2024, Task 02-40-82

PROJECT TITLE: Story Co SO-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT SUBRECIPIENT: Story County Sheriff's Office

PROJECT BUDGET: Highway Safety Funded Amount: \$24,400.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402

Submit Reimbursement Claims To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Story Co Bd Of Supervrs
C/O Story County Sheriff's Office
900 6th St
Nevada, Iowa 50201

Submit Reports To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6121, FAX 515-725-6133

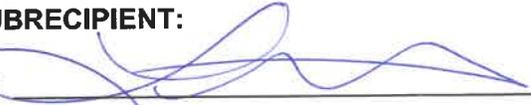
Transmit Contract Information To:

Lieutenant Leanna Ellis
Story County Sheriff's Office
1315 S B Avenue
Nevada, Iowa 50201
515-382-6566, FAX 515-382-7479

The Subrecipient 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 2024 Highway Safety Plan, State and Community Highway Safety Grant 402-PT-2024, Task 05-40-82 and 402-AL-2024, Task 02-40-82, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 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.

SUBRECIPIENT:

By 

Date: 9/19/23

ISSUING AGENCY:

By 

Brett A. Tjepkes, Bureau Chief

Date: 09/01/2023

Effective Date: 10/01/23

Expiration Date: 09/30/24

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

1) Recipient:	Story County Sheriff's Office
2) UEI:	MR7LH26Y2UW7
3) FAIN:	69A37522300004020IA0
4) Federal Award Date	12/15/2021
5) Period of Performance:	10/1/23-9/30/24
6) Federal Funds:	24,400.00
7) Total Funds Obligated:	24,400.00
8) Total Amount of Federal Award:	24,400.00
9) Approved Budget:	Refer to the signed agreement/award
10) Recipient Match Requirement:	None
11) State Match Requirement:	Iowa State Patrol
12) Description:	High Visibility Enforcement OT (Gen/Alc)
13) Federal Awarding Agency:	National Highway Traffic Safety Administration
14) CFDA:	20.600 - State & Community Highway Safety Grants
15) Research and Development Funds:	No
16) Indirect Cost Rate:	Not applicable

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 Subrecipient).

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 Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Subrecipient 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 Subrecipient 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 Subrecipient will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Subrecipient with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2024.

- 4.2 A cumulative final report due November 1, 2024 covering accomplishments and deficiencies of the Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Subrecipient.
- 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.

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 Contract Designee, Sheriff Paul Fitzgerald, is designated to approve in writing, on behalf of the Subrecipient, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Subrecipient hereby assigns the duties and responsibilities of project administration to Lieutenant Leanna Ellis, Sergeant Andrew Boeckman, Deputy Matthew Massaro, Deputy Carson Linkenmeyer and Deputy Adam Luke, representing the Subrecipient in this agreement.

Article 7.0 Time of Performance. The services of the Subrecipient 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 Subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Subrecipient 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 Infrastructure Investment and Jobs 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 of 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 subrecipient purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Subrecipient certifies that the Subrecipient and/or any of its contractors 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 Subrecipient will

immediately notify the DPS/GTSB if the Subrecipient is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Subrecipients by a federal entity.

a. *Instructions for Primary Certification*

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

b. *Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

c. *Instructions for Lower Tier Certification*

- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as

used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 in accordance with 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. *Purchases and dispositions.* Subrecipients shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Subrecipient must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) 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:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the Subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- 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 1300.
- 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 **Nondiscrimination.** The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are 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.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit 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);
 - The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents 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); and
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the Subrecipient/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a Subrecipient/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient/funding recipient under the contract/agreement until the Subrecipient/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Subrecipients to purchase only steel, iron and manufactured products produced in the United States with Federal Funds, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.9 State 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 Restrictions. 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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 Subrecipient 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.

9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Subrecipient may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Subrecipient 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 Subrecipient by the DPS/GTSB for all work and services required under this Contract will not exceed \$24,400.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Subrecipient will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Subrecipient must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Subrecipient shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.
- 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 Subrecipient 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 Subrecipient will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Subrecipient 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 Subrecipient 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 Subrecipient or its contractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its contractor under the provisions of this contract. The Subrecipient 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 Subrecipient will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Deputies to conduct 200 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Deputies to conduct 200 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
 - c.
- 11.8 Contract activities:
 - a. Conduct 200 overtime hours of planned general (402-PT funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 200 overtime hours of planned impaired driving (402-AL funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.

- e. Conduct two observational occupant protection surveys; one in May and one in September.
- f. Purchase three NHTSA-approved moving radars and utilize for speed enforcement.
- g. Purchase one DPS-approved preliminary breath tester (PBT) and utilize for impaired driving-related traffic enforcement.

11.9 Key dates:

- a. By November 15, 2023 and the 15th of each subsequent month through October 15, 2024, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2024, receive three moving radars and one PBT as specified in Article 11.8(f) and (g).
- c. By August 1, 2024, submit claim for expenses incurred prior to July 1, 2024.
- d. By August 1, 2024, submit any and all contract amendments including the transfer of funds between line items of the budget.
- e. By November 1, 2024, submit a final report as specified in Article 4.2.
- f. By November 15, 2024, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 200 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 200 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. Three moving radars and one PBT purchased and utilized.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402-PT)	\$ 9,000.00
Directed overtime for impaired enforcement (402-AL)	\$ 9,000.00
Equipment	
Three moving radars (402-PT)	\$ 6,000.00
One PBT (402-AL)	<u>\$ 400.00</u>
TOTAL	\$ 24,400.00

COUNTY SUBSTANCE ABUSE PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and executed this 1st day of July, 2023 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as "BOS."), and YOUTH AND SHELTER SERVICES (SUBCONTRACTOR) (hereinafter referred to as "YSS.") whose address is 420 Kellogg, Ames, IA 50010 to utilize the County Substance Abuse Prevention Services grant funds proposed to be \$10,000.00. All parties to this Agreement desire to provide comprehensive substance abuse prevention services. Services will include but not be limited to those outlined in the 'Description of Work' as stated in the grant proposal for FY 2024. It is hereby agreed as follows:

1. The plan, as illustrated by the FY24 County Substance Abuse Prevention Services application will be carried out. The total subcontract amount is \$40,000 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
 - a. The YSS mentoring program will serve up to 100 youth in Story County in multiple school districts and by participating in the mentoring relationships the youth will increase or maintain their perception of risk/harm related to alcohol, tobacco and other drugs.
 - b. The YSS Kids Club programs will serve up to 200 youth in 4 Story County, School Districts implementing Generation Rx curriculum within the program. The program will maintain or increase the knowledge base for resisting substances.

2. The sub-contractor's (YSS) responsibilities are as follows:
 - a. Agrees to comply with the specific components of the County Substance Abuse Prevention Services Contract of the Iowa Department of Health and Human Services (hereinafter referred to as AGENCY), and AGENCY special and general conditions dated 7/1/19. YSS is responsible for all services outlined in county application which includes providing substance abuse programming in Story County schools. YSS will assure compliance with all special and general conditions of the Agreement. This will assure continuity of care for Story County residents across all age groups.
 - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
 - c. Shall provide personal liability insurance coverage for employees performing services under this Agreement. It is agreed that YSS is at all times an independent contractor and shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
 - e. The subcontractor shall provide the AGENCY, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
 - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
 - g. Will submit bills by the 10th day of October, January, April and July for the preceding quarter's services. Will maintain records to ensure expenditures do not exceed the approved appropriations.
3. If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
 4. This Agreement may be canceled by either the BOS, or YSS upon ninety (90) days written notice.
 5. The term of this agreement shall be from July 1, 2023, until June 30, 2024. Thereafter, the agreement will be renegotiated from year to year. All provisions of this contract are included, including audit requirements. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Health and Human Services contract fact sheet.
 6. This plan will support the local Comprehensive Needs Assessment as well as the Healthy Iowans 2020 plan.

AGREED AND EXECUTED THIS 19th DAY OF September, 2023

STORY COUNTY BOARD OF SUPERVISORS

BY:  Date 9/19/23
 Chair, Board of Supervisors

YOUTH AND SHELTER SERVICES

BY:  Date September 12, 2023
 Andrew Allen, President + CEO

SUBCONTRACTOR LINE ITEM BUDGET

Staff Position	Role	Salary and Benefits to Project	IDPH	Match
CYFD Director	Supervision	\$5,000		\$5,000
Five Mentoring Facilitators	Mentoring Program Implementation	\$15,000	\$5,000	\$10,000
Four Kids Club Supervisors	Kids Club Curriculum	\$15,000	\$4,000	\$11,000
Kids Club Manager	Supervision Kids Club Curriculum	\$5,000	\$1,000	\$4,000
Totals		\$40,000	\$10,000	\$30,000

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-12**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this four page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Gilbert Community School District, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None

Terms

Service Provider:
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Gilbert Community School District
103 Mathews Drive
Gilbert, IA 50105
515-232-3740

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

- 1. 1 Full-Time Deputy present at a high school dance

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: **Gilbert High School**
Address: **312 Gretten St**
City/rural: **Gilbert, IA 50105**
Time: **1930 – 2315hrs**

- A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____ Day _____ Month _____ Year

- B. If the service is to be for a single date complete this section only.

Date of service: _____ **23rd** _____ **September** _____ **2023**
Day Month Year

- C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____ Day _____ Month _____ Year

Chart

Days	Times
Monday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday _____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a **XX** as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates Vic Vanderpool as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

Vic Vanderpool
515-851-8584

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storvcountviowa.gov

Gilbert Community School District
103 Mathew Drive
Gilbert, IA 50105
515-851-8584
vanderpoolv@gilbertcsd.org

Billing Address:

Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider

Lt. Doug B...
Authorized Representative

Lieutenant, Support Services
Title

9/14/2023
Date

Contractor

[Signature]
Authorized Representative *Asst. Principal*

High School Principal
Title

9/14/2023
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 9/19/2023

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)

1-00

Permit Number 24-7200

STORY COUNTY UTILITY PERMIT

Date 9/13/23

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039 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 potable water on secondary route

To provide water service per attached map(s).

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.

#123119-2629

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 09/12/2023

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

ROGER OLSEN (515) 676-2117

by Rog Ol Phone no.

Recommended for Approval:

Date 9-17-23

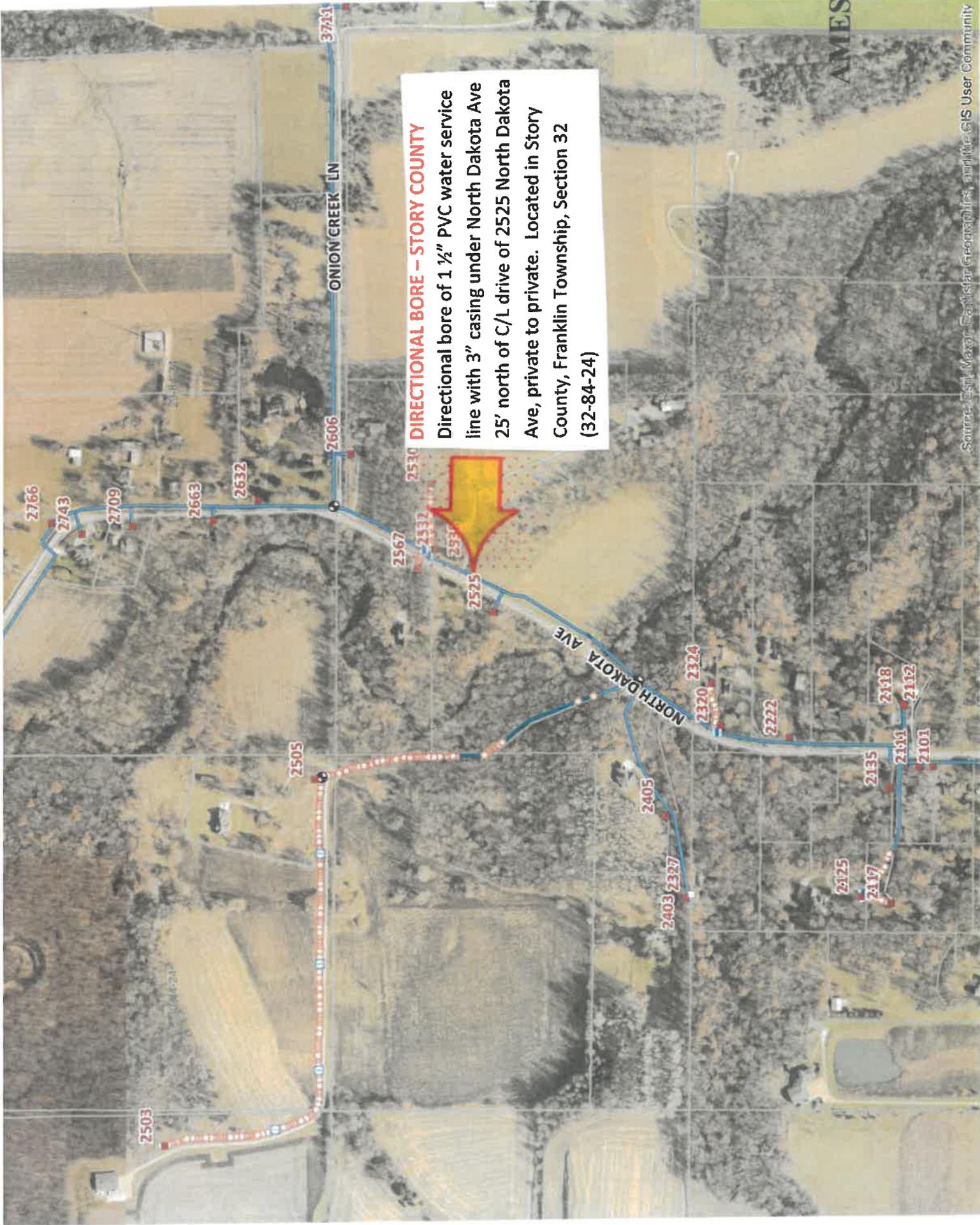
[Signature] 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 9/19/23

[Signature]
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.

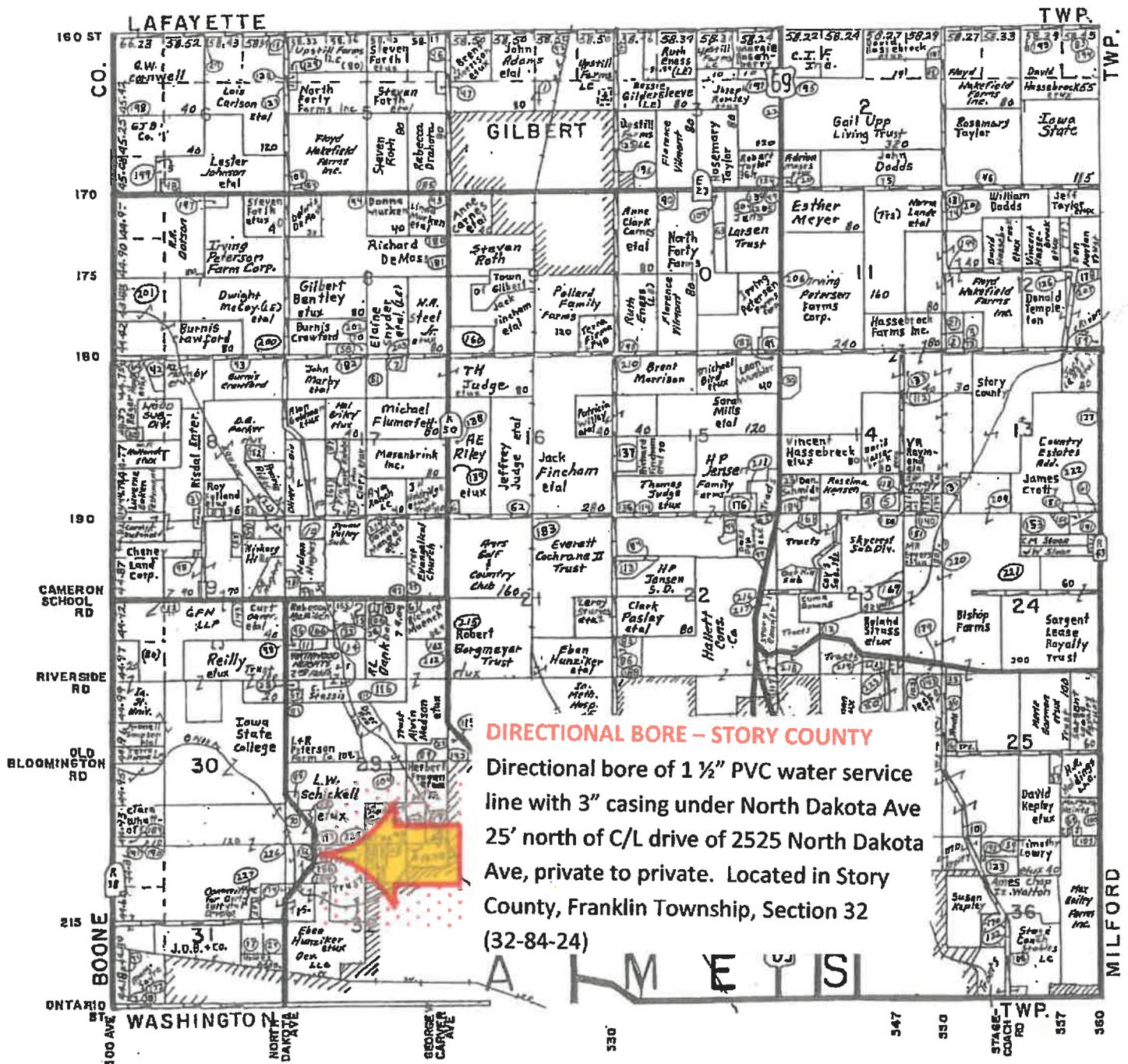


DIRECTIONAL BORE -- STORY COUNTY
Directional bore of 1 1/2" PVC water service line with 3" casing under North Dakota Ave 25' north of C/L drive of 2525 North Dakota Ave, private to private. Located in Story County, Franklin Township, Section 32 (32-84-24)

T84N

FRANKLIN

R24N





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

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

APPROVED
DENIED
Board Member Initials: SK
Meeting Date: 9/19/23
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
CC: Sandra King, Director of External Operations and County Services
FROM: Leanne Lawrie Harter, AICP CFM, County Outreach and Special Projects Manager
RE: Modifications to the Home Base Iowa – Welcome Home to Story County Relocation Assistance Program
DATE: September 14, 2023

BACKGROUND

When Story County was designated as a Home Base Iowa (HBI) community in 2015, Story County earned the designation by passing a resolution of support, providing an incentive package, having 10% of eligible, hiring businesses as Home Base Iowa businesses and agreeing to install notification signage about Home Base Iowa on our local road system. The “Welcome Home to Story County Relocation Assistance Program” first started with the 2015 designation.

The Welcome Home to Story County Relocation Assistance Program allows up to \$2,500 in relocation assistance for Veterans choosing to make Story County home. Eligible uses of the fund include items covering moving expenses, appliance purchases, utility deposits, down-payment assistance (for home purchases), rent deposits, and rent for temporary housing while waiting for permanent housing. The one-time grant (up to \$2,500) is paid on a reimbursable basis.

Veterans are eligible for the Welcome Home to Story County Relocation Assistance Program when they meet all the following criteria:

- Be employed in a full-time position within Story County;
- Apply to the Welcome Home to Story County Relocation Assistance Program within 12 months of moving to Story County;
- Be relocating to Story County as the primary residence;
- If purchasing a home, real estate being purchased must be located in Story County; and
- Be discharged under honorable conditions.

ACTIONS TO CONSIDER

Staff is recommending the Board of Supervisors consider the following modifications to the Welcome Home to Story County Relocation Assistance Program:

- Increase the assistance from \$2,500 to \$3,000



**County Outreach and Special Projects Manager
Story County, Iowa**

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

- Increase the eligibility timeframe from 12 months to 24 months.

Along with these proposed program revisions recommended by Staff to the Board of Supervisors, staff is undertaking the following strategies to increase awareness on the program:

- Revising application and related materials, including adding Veterans Affairs contact information
- Requesting addition of information related to the HBI Program to 2-1-1
- Posting a News Flash on the website along with social media campaign
- Poster outreach campaign to HBI businesses, working collaboratively with the AEDC
- Attending the Veterans Affairs Supermarket in November
- Outreach to lenders/real estate agents
- Distribution of new materials/packets to the Recorder's Office, Assessor's Office, Treasurer's Office and Auditor's Office

Please let me know what questions you have, or if I can provide any additional information.

South Pearl Street Project -

Project was needed to supply adequate water to new business development within city limits with additional service quantity for planned growth. Originally cleared to utilize established water mains, it was only after start of construction and business operations was it found to be inadequate and impacting the service area. Three established businesses impacted and 3 residential lines currently, to say nothing for future growth. This was not in original application but was a necessary water main installation for economic development services, public health, and public safety.

Project Total:

Contractor - \$88,691.78

Engineering and Permitting with DNR - \$16,142

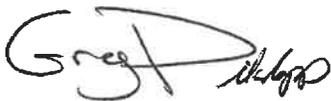
Total - \$104,833.78

Manholes/I&I (Infiltration & Inflow) Project -

With growing awareness of water quality and Iowa DNR focus on such preventive measures. It was found after another project start that the repair of 10 manholes was needed to fix I&I issues to IDNR specifications along with safety to the general public and city staff.

Project Total: \$20,000

Sincerely,



Greg Piklapp
Ames Chamber/Economic Development Commission
Director of Economic Development Outreach

CC: City of Zearing, Mayor Tim Reed
City of Zearing, City Clerk Karen Davis