

The Board of Supervisors met on 9/7/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyia.gov).
SPECIAL NOTE TO THE PUBLIC: this meeting is also being provided via Zoom.

ADOPTION OF AGENDA: Heddens noted the following items will be removed from the agenda and considering at a later date: City of Roland Urban Renewal Application (Item #6), Proclamation Recognizing September as National Recovery Month (Item #9), and the request for funding from the City of Ames for the indoor Aquatic Center (Item #15.1). Murken moved, Faisal seconded adopting the agenda as amended. Motion carried unanimously (MCU) on a roll call vote.

PRESENTATION FROM THE CITY OF ROLAND - 2021 URBAN RENEWAL AREA PROGRAM APPLICATION: will be considered at a later date.

PRESENTATION FOR PROJECT DEVELOPMENT FOR THE MIDWEST CARBON EXPRESS: Jesse Harris, Summit Carbon Solutions, provided a presentation. He reported on the proposed project and asked for questions. Harris has been with the company for a few months. Summit Carbon Solutions is a new company, formed to capture carbon from ethanol plants in Iowa, Minnesota, Nebraska, South Dakota, and North Dakota, and send the carbon to North Dakota via pipeline for permanent storage in underground limestone caves. The company is seeking agreements with all affected jurisdictions. There are 12 ethanol plants in Iowa, including Lincolnway Energy in Nevada where the company plans to capture carbon. Other counties with ethanol plants include Hardin, Cerro Gordo, Greene, Wright and Boone. The plan is to capture carbon at the plants, compress it, and transfer by pipeline to North Dakota. If approved, construction expected to begin in 2023, with the pipeline becoming active in 2024. Harris provided background on company leadership and investment totals. Harris stated the pipeline will provide jobs both during construction and afterwards. The company proposes to capture 12M tons of carbon dioxide (CO₂) per year. Harris stated the two primary sources of funding are federal tax credits and access to markets requiring low carbon fuel standards. He stated about 40% total corn grown in the nation (57% in Iowa) is for ethanol. Harris recapped his presentation. He presented a rendering of the proposed route of the pipeline through Story County; about 17.1 miles in the County is anticipated, mostly on agricultural land. The route is from Nevada northeast between McCallsburg and Zearing into Hardin County. The company will meet directly with landowners to ask questions. The Iowa Utilities Board (IUB) has 32 informational meetings planned over the next month; people can attend any meeting. Faisal asked for a copy of the presentation. Harris stated it will be emailed to the clerk. Faisal, in reference to a report from Congress, asked about how the company is incorporating environmental equity into the process. She stated she does not need an answer in this meeting but would like information sent to the Board. Faisal asked what mechanism is in place to ensure there is no barrier for future carbon capture from ambient air. Harris replied opportunities would still exist for farmers to capture and access credits on their own. Faisal asked how much CO₂ is lost when injecting into the ground. Is it used for fracking? Harris stated that is not the goal. It is possible but not part of the company's financial structure. Faisal asked if the pipeline will be underground, above ground, or both. Harris replied underground, with four feet below ground being standard. Faisal asked about the effects of a leak or rupture. Harris stated in his view it would not create an immediate problem. Murken asked about economics; the proposed project will cost \$4.5B. Can Summit Agricultural Group, the parent company, cover the entire amount? Harris stated other investors are being sought; there are approximately 5,000 shareholders now. Potential partners include John Deere. Murken asked about storage, will it all be in North Dakota? Yes, northwest of Bismark. The CO₂ will be sequestered in deep underground storage. Murken asked if the storage area was near the Bakken oil fields. Harris did not know. He will send a map of the project. Murken asked about aquifers; she has received concerns about ground water contamination. Harris will get the information to the Board after this meeting. Murken asked about waterways and drainage districts. Harris spoke about the notification process. Murken asked if Summit Carbon was asking IUB for eminent domain authority. Harris stated the company is seeking voluntary easements but has not ruled out eminent domain at this time. Murken asked about fracking. Harris stated permanent storage is the goal. Once CO₂ is in the ground, it is in the ground. Murken asked about storage capacity at 12M tons a year. Harris stated there is capacity for decades of storage. Murken asked if the pipeline will have pumping stations and, if so, where they will be located. Harris stated eleven pumping stations are anticipated but he does not have a map with locations. He does not know if any will be in Story County. Murken asked who will own the pipeline. Harris replied Summit Carbon Solutions and its parent company. Murken asked if the company had received any permissions or permits from IUB. Harris stated no, the first step is the informational meetings, a process that is required prior to filing for permits or negotiating with landowners. However, landowners can grant survey permission. Faisal asked about virtual informational meetings. Harris stated the October 12 meeting is virtual, and all others are in person. Harris stated this is IUB's process. IUB is the official host and sets the meetings. Summit Carbon is following IUB's rules. Murken asked how wide the permanent easement will be for the pipeline. Harris will ask but stated it most likely varies. Murken asked about the plan to restore agricultural land based on previous pipelines compacting land and not segregating soil strata. Harris replied it will be as good as possible. Murken asked if the pipeline could be converted to another use. Harris does not know; he will ask. Murken asked Harris for his contact information. He provided his cell phone number. Heddens asked about next steps. The informational meetings will take place over the next month. After that, Summit Carbon will work with individual landowners on voluntary easements. IUB will hold its public hearing. Harris anticipates many questions in the next several weeks. Murken noted she looked at the map and the Bakken oil fields are just northwest of Bismark, North Dakota. Harris stated he will provide full project map. The Board thanked Harris for his time.

PROCLAMATION OF SEPTEMBER AS NATIONAL VOTER REGISTRATION MONTH AND 9/28/21 AS NATIONAL VOTER REGISTRATION DAY: The Board read the proclamation in full. Faisal moved, Murken seconded the approval of the Proclamation of September as National Voter Registration Month and 9/28/21 as National Voter Registration Day. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL RECOVERY MONTH: moved to the 9/14/21 meeting.

MINUTES: 8/31/21 Minutes – Murken moved, Faisal seconded the approval of 8/31/21 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 9/12/21, in a) Attorney's Office for Sue Logsdon @ \$20.94/hr; b) Facilities Management for Robert Oberney @ \$26.54/hr; c) Secondary Roads for Mark Brakke @ \$32.48/hr; Jonathan Fry @ \$34.48/hr; d) Sheriff's Office for Maegan Camp @ \$2,094.40/bw; Dillon Combs @ \$3,139.37/bw. Faisal moved, Murken seconded the approval of Personnel Actions as submitted. Roll call vote. (MCU)

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

1. Credit Application with Tacony Corporation
2. Fiscal Agent Agreement Amendment between Story County and Central Iowa Community Services (CICS), effective 7/1/21-6/30/22, for \$1,200.00 a month
3. Governor's Traffic Safety Bureau Grant Contract for \$21,450.00, effective 10/1/21-9/30/22
4. Resolution #22-23, to Abate Property Taxes on parcels owned by a political subdivision
5. Resolution #22-24, to Abate Property Taxes on parcels owned by a political subdivision
6. Resolution #22-25, to Abate Property Taxes on parcels owned by a political subdivision
7. Amendment 1 to the 28E Agreement for the Headwaters of the South Skunk River Watershed Management Authority Agreement
8. Resolution #22-26, to Fix the Term of Employment and Compensation for the Story County Engineer pursuant to *Code of Iowa* §309.17 and §309.18
9. Utility Permits: #22-5822, #22-5885, #22-5886, #22-5887

Roll call vote. (MCU)

FUNDING REQUEST FOR AMES INDOOR AQUATIC CENTER FOR \$1M INCLUDING AN ADDITIONAL \$50,000.00 PER YEAR FOR 25 YEARS TO ASSIST WITH ONGOING OPERATIONAL COSTS: will be considered at a later date.

A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF AMES FOR TRAFFIC CONTROL DEVICE AT 190TH STREET AND GRANT AVENUE: Murken stated, due to annexation, the intersection is within the City of Ames, but the traffic patterns affect residents in the unincorporated area as well as the City of Gilbert. Proposed development in the vicinity will only increase traffic. The traffic control cost to the County is \$20,000.00 now and \$1,500.00 ongoing. A recent traffic study recommended a roundabout at the intersection; Ames may install one in the future. For now, a traffic signal will alleviate congestion. Heddens asked about Grant Avenue (north of 190th Street) versus Hyde Avenue (south of 190th Street) as the road name changes when it crosses 190th Street. Ethan Anderson, Assistant County Attorney, recommended amending the document for clarity. Darren Moon, Engineer, stated Murken provided a good overview and he has nothing to add. Murken moved, Faisal seconded the approval of a MOU with the City of Ames for Traffic Control Device at 190th Street and Grant Ave with noted addition to include Hyde Avenue. Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: National Recovery Month proclamation will be considered next week and there will be an update on the Urban Renewal process.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on upcoming meetings and events. The informational meeting for the proposed carbon capture pipeline will be on Monday, September 13, starting at 6 pm, at the Gateway Hotel in Ames. **CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c):** Faisal moved, Murken seconded to go into closed session at 11:17 a.m. to receive a briefing from legal counsel. Roll call vote. (MCU)

Heddens reconvened the Board in open session at 11:22 a.m.

GRINNELL MUTUAL AND CLEL BAUDLER V. STORY COUNTY, IOWA (SCSC062221): Murken moved, Faisal seconded settling the matter as recommended by legal counsel.

Faisal moved, Murken seconded to adjourn at 11:23 a.m. Roll call vote. (MCU)

Items #6, #9, &
#15.I removed until
a later date.

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
9/7/21

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

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

Visit <HTTPS://WWW.ZOOM.US/>

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

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit <WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS>

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Presentation From The City Of Roland - 2021 Urban Renewal Area Program Application -
Leanne Harter

Department Submitting Board of Supervisors

Documents:

[URBAN RENEWAL.PDF](#)

7. Presentation For Project Development For The Midwest Carbon Express - Quinn Slaven &
Jesse Harris

Department Submitting Auditor

Documents:

[SLAVEN.PDF](#)

8. Proclamation Of September As National Voter Registration Month And 9/28/21 As National
Voter Registration Day

Department Submitting Auditor

Documents:

[PROCLAMATION 2021 NATIONAL VOTER REGISTRATION MONTH.PDF](#)

9. Proclamation Recognizing September As National Recovery Month

Department Submitting Board of Supervisors

Documents:

[PROCLAMATION NATIONAL RECOVERY MONTH.PDF](#)

10. AGENCY REPORTS:

11. CONSIDERATION OF MINUTES:

I. 8/31/21 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 9/12/21, in a)Attorney's Office for Sue Logsdon @ \$20.94/hr; b)Facilities Management for Robert Osborne @ \$26.54/hr; c)Secondary Roads for Mark Brakke @ \$32.48/hr; Jonathan Fry @ \$34.48/hr; d)Sheriff's Office for Maegan Camp @ \$2,094.40/bw; Dillon Combs @ \$3,139.37/bw

Department Submitting HR

13. 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 Credit Application With Tacony Corporation

Department Submitting Sheriff

II. Consideration Of Fiscal Agent Agreement Amendment Between Story County And Central Iowa Community Services Effective 7/1/21-6/30/22 For \$1,200/Mo.

Department Submitting Auditor

Documents:

[AMENDMENT.PDF](#)

III. Consideration Of Governor's Traffic Safety Bureau Grant Contract For \$21,450.00 Effective 10/1/21-09/30/22

Department Submitting Sheriff

Documents:

[GTSB FY22 GRANT.PDF](#)

IV. Consideration Of Resolution #22-23, To Abate Property Taxes On Parcels Owned By A Political Subdivision

Department Submitting Auditor

Documents:

[RES2223.PDF](#)

V. Consideration Of Resolution #22-24, To Abate Property Taxes On Parcels Owned By A Political Subdivision

Department Submitting Auditor

Documents:

[RES2224.PDF](#)

VI. Consideration Of Resolution #22-25, To Abate Property Taxes On Parcels Owned By A Political Subdivision

Department Submitting Auditor

Documents:

[RES2225.PDF](#)

VII. Consideration Of Amendment 1 To The 28E Agreement For The Headwaters Of The South Skunk River Watershed Management Authority Agreement

Department Submitting Board of Supervisors

Documents:

[BOS MEMO AMD 1.PDF](#)

VIII. Consideration Of Resolution #22-26, To Fix The Term Of Employment And Compensation For The Story County Engineer Pursuant To Iowa Code Section 309.17 & 18

Department Submitting Auditor

Documents:

[ENGINEER.PDF](#)

IX. Consideration Of Utility Permit(S): #22-5822, #22-5885, #22-5886, #22-5887 Consent

Department Submitting Engineer

Documents:

[UT 22 5882.PDF](#)
[22 5885.PDF](#)

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Funding Request For Ames Indoor Aquatic Center For \$1M Including An Additional \$50,000 Per Year For 25 Years To Assist With Ongoing Operational Costs - Dan Culhane

Department Submitting BOS

Documents:

[REQUEST.PDF](#)
[AMES AQUATIC CENTER.PDF](#)

- II. Discussion And Consideration For A Memorandum Of Understanding With The City Of Ames For Traffic Control Device At 190th Street And Grant Ave

Department Submitting Engineer

Documents:

[190TH AMES MEMORANDUM.PDF](#)

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney

Closed Session Per Iowa Code Section 21.5(1)(c) – to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting Board of Supervisors

22. Discussion And Consideration Of Grinnell Mutual And Clel Baudler V. Story County, Iowa

(SCSC062221)– Ethan Anderson

Department Submitting Board of Supervisors

23. 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.

PROCLAMATION
National Voter Registration Month

September 2021

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, while Iowa consistently ranks among the top 10 states in the nation for voter registration and voter participation, with more than two million residents currently registered to vote, there are eligible citizens who have not yet registered; and

WHEREAS, voter registration is maintained at the County level, and anyone moving into Story County is a new registrant, regardless of previous voter registration status; and

WHEREAS, Story County has a mobile population and registered voters who change residence within the County need to update their registration by completing a voter registration form in order to know their correct polling location; and

WHEREAS, Iowa's voter registration process is readily available, with online voter registration, Election Day registration, and applications available through government agencies across the state; and

WHEREAS, the State of Iowa has an online voter registration system enabling citizens with Iowa driver's licenses or non-operator identification cards to register to vote and update their registration status quickly and easily, any time of day; and

WHEREAS, Story County, as the home of Iowa State University, recognizes that many younger citizens participate in elections for the first time in the County, and encourages all who are eligible to register to vote; and

WHEREAS, Story County provides its eligible residents with a postage-paid voter registration form, available on the County's website; and

WHEREAS, 17-year-olds are eligible to register to vote so they can participate in Iowa's primary elections, and the next Primary Election is June 7, 2022; and

WHEREAS, due to significant election law changes during the 2021 legislative session, the need for public information and education regarding voter registration is crucial as Iowa voters prepare to take part in the upcoming 2021 city and school elections on November 2; and

WHEREAS, we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness campaign to encourage the maximum participation of qualified voters in Iowa;

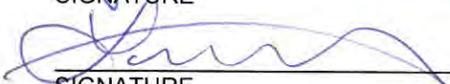
NOW, THEREFORE, BE IT RESOLVED THAT we, the Story County Board of Supervisors, do hereby proclaim September 2021 as National Voter Registration Month and Tuesday, September 28, 2021, as National Voter Registration Day.


SIGNATURE

9-7-21
DATE


SIGNATURE

9-7-21
DATE


SIGNATURE

9/7/21
DATE



email to: credit@tacony.com



1760 GILSINN LANE, FENTON, MO 63026-0730
800-298-8811
credit@tacony.com

Account# 0239763

- Baby Lock
- Baby Lock Canada
- Carpet Pro
- CleanMax Vacuums
- Koala Studios
- Mac Molding
- Nancy's Notions
- Powr-Flite
- Riccar Vacuums
- Simplicity Vacuums
- Tacony Sewing Central
- Tornado Industries

Credit Application & Customer Information Form

For Tacony Corporation and/or its subsidiaries (collectively "Tacony")

Expected Monthly Purchases \$ 0

Expected Amount of Opening Order \$ 600.00

Name of Business (Customer) Story County Sheriff's Office Phone No. (515) 382-7458

Legal Name of Corporation (if different) Story County Fax No. ()

Name and Address of Parent Company (if any) Story County

Billing Address 1315 S B Avenue

City Nevada State Iowa Zip 50201

Shipping Address (if different) N/A

City State Zip

Who will be placing orders? Nancy Denekas

Special Ordering Instructions

Who should we contact with bookkeeping questions? Nancy Denekas

E-Mail Address for Order Confirmations: ndenekas@storycountyiowa.gov

E-Mail Address for Shipping Confirmations: ndenekas@storycountyiowa.gov

E-Mail Address for Invoice & Statements: ndenekas@storycountyiowa.gov

Form of Business Other - Government - County

LLC Sole Proprietorship Partnership Date Business Started

Corporation State of Corporation Date of Inc.

Are you currently under bankruptcy protection? Yes No

Are there any judgements or suits against your company? Yes No

Federal Employer ID No. 42-6005024

Is the business tax exempt? Yes No

If so, return a copy of your state exemption certificate with this application.

How will you be remitting payment?? USD CAD

Names of All Owners, Partners or Officers	Title	Resident Address	Phone

Bank References

Name of Bank State Bank & Trust

Street 1025 6th Street

City, State, Zip Nevada, IA 50201

Checking Account No. 313718

Loan Number

Bank Officer

Phone Number (515) 382-2191

Fax

Trade References (list primary vendors only)

1. Name Martin Brothers

Street P.O. Box 69

City, State, Zip Cedar Falls, IA 50613

Account No. 352210

Phone Number (800) 847-2404

Fax

Trade References (continued)

2. Name Reinhart Food Service

Street 4100 44th Avenue SW

City, State, Zip Cedar Rapids, IA 52406

Account No. 4942

Phone Number (319) 396-1300

Fax

3. Name Freedom Tire

Street 290 S Duff Avenue

City, State, Zip Ames, IA 50010

Account No. N/A

Phone Number (515) 232-6003

Fax

(PLEASE COMPLETE BOTH PAGES)

Why Does Tacony Need This Information?

Tacony prides itself on offering its customers the BEST products at the BEST prices with the BEST service. To keep our prices low, we must have your agreement to pay us, on time, what we are due. Therefore, please read the following information and sign below.

Terms and Conditions

This credit application is submitted in writing for the purpose of obtaining open credit terms from Tacony.

The Customer authorizes the release of trade and banking information to and from Tacony and agrees to provide financial statements upon request.

The Customer agrees that failure to pay any invoice within payment terms of the invoice will result in any outstanding invoices becoming past due regardless of terms. Customer agrees that all invoices come due immediately if it goes out of business, changes ownership or becomes insolvent or bankrupt. Tacony reserves the right to alter or suspend credit at any time.

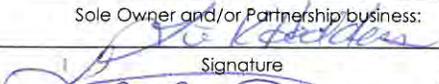
The Customer agrees to pay Tacony a service charge of \$20.00 for each returned check not honored by Customer's bank. The Customer understands Tacony does not tolerate non-sufficient funds checks and will pursue appropriate action.

The Customer agrees to pay any and all expenses of collection, including the attorney's fees and cost of litigation should Customer's account become delinquent and Tacony determines such action is necessary.

Venue shall be St. Louis County, Missouri. Any sales that result from an extension of credit shall be construed under the laws of Missouri and any lawsuits resulting from extension of credit will be commenced in the state of Missouri.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE CREDIT APPLICATION AND AGREE TO THE ABOVE TERMS AND CONDITIONS. THE UNDERSIGNED CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT.

COMPANY NAME Story County

XXXXXXXXXXXX <u>Board Chair</u>	Sole Owner and/or Partnership business:	Date <u>9/7/2021</u>
Owner or Partner		
XXXXXXXX <u>Board Member</u>	Signature	Date <u>9/7/2021</u>
XXXXXXXX <u>Board Member</u>		
Partner	Signature	Date <u>9/7/2021</u>

CORPORATION NAME _____

By _____ Title _____ Date _____

ALSO SIGN BELOW

I hereby agree to personally guarantee any and all amounts owed by the above Customer to Tacony Corporation.

(GUARANTOR) _____ Date 9/7/2021

FISCAL AGENT AGREEMENT AMENDMENT

Effective July 1, 2021

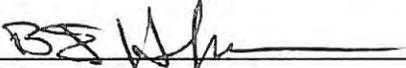
This Amendment, effective the 1st day of July, 2021, is between Central Iowa Community Services, hereafter referred to as CICS, and Story County, hereafter referred to as the Fiscal Agent.

The following areas of the original FISCAL AGENT AGREEMENT, that was approved by the CICS Governing Board on 4/25/2019 and signed by all parties in May 2019, shall be amended as follows.

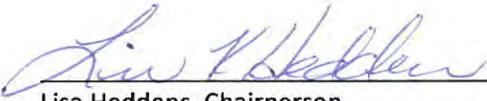
VI. Compensation

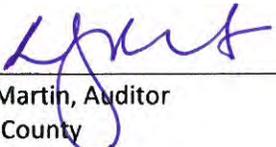
- A. Compensation for the Fiscal Agent shall be \$1,200 per month until otherwise amended.
- B. The Fiscal Agent shall submit at least a quarterly invoice to CICS for payment.

SIGNATURE PAGE

By:  _____ 8/18/21
BJ Hoffman, Chairperson Date
Central Iowa Community Services

By:  _____ 8/18/21
Patti Treibel-Leeds, Recording Secretary Date
Central Iowa Community Services

By:  _____ 9-7-21
Lisa Heddens, Chairperson Date
Story County Board of Supervisors

By:  _____ 9.7.21
Lucy Martin, Auditor Date
Story County

By:  _____ 9/7/21
Ted Rasmusson, Treasurer Date
Story County

FISCAL AGENT AGREEMENT

Effective July 1, 2019

This agreement, effective the 1st day of July, 2019, is between Central Iowa Community Services, hereafter referred to as CICS, and Story County, hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

CICS has been formed under *Code of Iowa* Chapter 28E, and wishes to add efficiencies in financial management through the consolidation of accounting practices of its member counties and further wishes to designate a public entity as a fiscal agent to administer its funds. Story County has been designated as said Fiscal Agent.

II. Duration of Agreement

This agreement shall be effective July 1, 2019, and shall remain in effect until June 30, 2022, or until earlier terminated according to the provisions herein. This agreement may be amended, renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the compensation to the Fiscal Agent. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of the Fiscal Agent

The Fiscal Agent shall provide the following services:

- A. Deposit CICS funds into the MHOS CICS Regional Fiscal Agency Fund, hereafter referred to as Fund 41500, in accordance with *Code of Iowa* Chapter 12C and provide copy of bank statement monthly after reconciled by the Treasurer of Fiscal Agent County.
- B. Issue payments from Fund 41500 as directed by authorized CICS personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by CICS, in the amount specified, and to the address provided by CICS. Payments shall be issued as directed, within seven (7) work days from the date the Fiscal Agent receives the approved claim with supporting documentation from authorized CICS personnel.
- C. Ensure that any interest earned on Fund 41500 shall be credited directly to Fund 41500.
- D. Direct bank fees shall be charged directly to Fund 41500 and shall not be considered a part of the Fiscal Agent compensation as outlined in *Section VI. Compensation of this Agreement*.
- E. All other approved expenses including the annual audit (that portion of costs as identified by the Auditor of State, State of Iowa) will be submitted to the CICS finance officer for a claim to be processed.
- F. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- G. Maintain separate accounting records as requested that at a minimum include the following:
 1. Utilize the integration between Fiscal Agent's financial software (Solutions) and the Community Services Network (CSN).
 2. Submit to finance officer the disbursement register for claims paid.
 3. Quarterly Fund 41500 Outstanding Report.
 4. The date of any stop payment requested by the Fiscal Agent and reason.

- H. Submit to the CICS finance officer monthly Fund Balance, Revenue and Expense detail and summary reports for the prior month by the 15th of the month. Reports shall be submitted in a format agreed to by CICS and Fiscal Agent and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as CICS may request and as is necessary to reconcile the records of CICS with the records of the Fiscal Agent.
- I. Resolve any findings outlined in the annual completed audit by working with necessary parties including, but not limited to, CICS and Finance Committee.
- J. If this agreement is renewed or extended any unexpended CICS funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- K. If this agreement is not renewed or extended, unexpended CICS funds, and accrued interest as may be required by law, shall be transferred to the new fiscal agent.
- L. Submit a report to CICS of any audits performed as well as the findings of any audits of the accounting records for the Fiscal Agent. The report shall be submitted to CICS within five (5) work days of its receipt by the Fiscal Agent.
- M. The Fiscal Agent shall chair the CICS Finance Committee.

IV. Responsibilities of CICS

- A. Advise the Fiscal Agent in writing of the identity of CICS personnel authorized to approve and submit payment request from CICS funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from CICS funds.
- C. Authorized personnel shall submit a dated written authorization to the Fiscal Agent to make payments from CICS funds.
- D. Maintain accounting records for CICS payments authorized to be paid by the Fiscal Agent that, at a minimum, includes the following:
 1. Date written notification/authorization was submitted to the Fiscal Agent.
 2. Name of the authorized CICS personnel authorizing the payment.
 3. Name and mailing address of the payee.
 4. Amount of the payment.
 5. General Ledger account code for payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by CICS. CICS and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

V. General Provisions

- A. *Agreement Amendment.* The agreement shall be amended only upon written approval of both parties.
- B. *Renegotiation Clause.* In the event there is a revision of federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.

C. Termination of Agreement

1. **For Cause.** Causes for termination during the period of agreement are:
 - a. Failure of Fiscal Agent to complete or submit required reports.
 - b. Failure of Fiscal Agent to make financial and statistical records available for review by CICS or other authorized party.
 - c. Failure of Fiscal Agent to abide by the terms of this agreement.
 - d. Failure of CICS to abide by the terms of this agreement.
 - If any of (a) through (c) above occurs, CICS shall provide written notice to Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the Fiscal Agent's receipt of written notice, CICS may either immediately terminate the agreement without additional notice or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.
 - If (d) occurs, the Fiscal Agent shall provide written notice to the Chief Executive Officer of the CICS, hereafter referred to as CEO, requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the CEO receipt of written notice, Fiscal Agent may either immediately terminate the agreement without additional notice or enforce the terms of the agreement and seek any legal or equitable remedies.
 2. **Upon notice.** Either party may terminate this agreement by providing 180 days written notice to the other party.
- D. Confidentiality.** Fiscal Agent shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable federal and state laws and regulations on confidentiality.
- E. Federal and State Compliance.** Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention.** Fiscal Agent shall maintain records that document the validity of reports submitted to CICS. The Fiscal Agent shall retain all books, records, electronic records or other documents relevant to this agreement for a period of two (2) years after this agreement is no longer in effect or after the final completed audit has been submitted, whichever is later.
- G. Review of Contract Related Documentation.** Fiscal Agent shall allow authorized representatives of CICS or state or federal agencies to have access to the records as is necessary to confirm compliance with the specification of this agreement. Reviews may include on-site visits to the Fiscal Agent, the offices of the Fiscal Agent's agents, a combination of these, or, by mutual decision, to other locations.

VI. Compensation

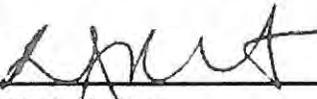
- A. Compensation for the Fiscal Agent shall be \$1,000 per month until otherwise amended.
- B. The Fiscal Agent shall submit a monthly invoice to CICS for payment.
- C. CICS shall pay the cost of the audit associated with the regional fund 41500.

SIGNATURE PAGE

By:  4-25-19
Date
Doug Bailey, Chairperson
Central Iowa Community Services

By:  4-25-19
Date
Linn Adams, Recording Secretary
Central Iowa Community Services

By:  5/7/19
Date
Linda Murken, Chairperson
Story County Board of Supervisors

Attest:  5-7-19
Date
Lucy Martin, Auditor
Story County

Attest:  5-13-19
Date
Ted Rasmusson, Treasurer
Story County

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

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 22-402-M0PT, Task 65-00-00
Impaired Driving Countermeasures Grant
PAP 22-405d-M6OT, Task 00-65-00

PROJECT TITLE: Story Co SO-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Story County Sheriff's Office

PROJECT BUDGET: Highway Safety Funded Amount: \$21,450.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 402 and Section 405d

Submit Reimbursement Claims To:

Todd Olmstead, Program Administrator
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:

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

Transmit Contract Information To:

Sergeant Nicholas Hochberger
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 2022 Highway Safety Plan, State and Community Highway Safety Grant 22-402-M0PT, Task 65-00-00 and Impaired Driving Countermeasures Grant 22-405d-M6OT, Task 00-65-00, 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.

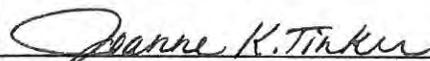
IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By 

Date: 9-1-21

ISSUING AGENCY:

By 
Joanne K Tinker, Acting Bureau Chief

Date: 8/23/2021

Effective Date: 10/01/21

Expiration Date: 09/30/22

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

- | | |
|-------------------------------------|--|
| 1) Recipient: | Story County Sheriff's Office |
| 2) DUNS: | 05-081-3112 |
| 3) FAIN: | 69A37520300004020IA0
69A3751930000405DIAL |
| 4) Federal Award Date | 2/3/2020, 4/17/19 |
| 5) Period of Performance: | 10/1/21-9/30/22 |
| 6) Federal Funds: | 21,450.00 |
| 7) Total Funds Obligated: | 21,450.00 |
| 8) Total Amount of Federal Award: | 21,450.00 |
| 9) Approved Budget: | Refer to the signed agreement/award |
| 10) Recipient Match Requirement: | None |
| 11) Description: | High Visibility Enforcement OT (Gen/ID) |
| 12) Federal Awarding Agency: | National Highway Traffic Safety Administration |
| 13) CFDA: | 20.600 - State & Community Highway Safety Grants
20.616 - Impaired Driving Countermeasures Grants |
| 14) Research and Development Funds: | No |
| 15) 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 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 and Section 405d 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 form, documentation and, if applicable, an Equipment Accountability Report 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, 2022.

- 4.2 A cumulative final report due November 1, 2022 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, Lieutenant Leanna Ellis, is designated to approve in writing, on behalf of the Contractor, the 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 Sergeant Nicholas Hochberger, 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 Claim and, for equipment, the Equipment Accountability Report 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 and Section 405d 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.

a. *Instructions for Primary Tier Participant Certification*

- 1) By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 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 primary tier 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 tier 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 tier 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 tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 the department or agency entering into this transaction.
- 7) The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
- 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the

System for Award Management Exclusions website (<https://www.sam.gov/>).

- 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, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. 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 records, making false statements, or receiving stolen property;
 - iii. 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
 - iv. 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 tier 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 Participant 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 1200.
- 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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
 - 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - 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, 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 or debarment.
- 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 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.* Contractors 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 Contractor 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 contractor 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 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 Nondiscrimination. - The Contractor 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 Contractor:

- 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 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. Agrees to 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 contractor/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 contractor/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 contractor/funding recipient under the contract/agreement until the contractor/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 Contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Contractors to purchase with Federal funds only steel, iron and manufactured products produced in the United States, 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 for approval 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 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, 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 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 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.
- 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 Contractor 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 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 \$21,450.00 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 Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. If claiming equipment, an Equipment Accountability Report 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. A Claim 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 and 20.616 applies to Impaired Driving Countermeasures 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 200 hours of directed overtime for general enforcement.
 - b. Deputies to conduct 200 hours of directed overtime for impaired enforcement.
- 11.8 Contract activities:
 - a. Conduct 200 overtime hours of planned 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 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 as high risk.
 - c. Conduct 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 March and one in August.
 - f. Purchase two 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, 2021 and the 15th of each subsequent month through October 15, 2022, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2022, receive two moving radars and one PBT as specified in Article 11.8(f) and (g).
- c. By August 10, 2022, submit claim for expenses incurred through June 30, 2022.
- d. By November 1, 2022, submit an annual report as specified in Article 4.2.
- e. By November 15, 2022, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 200 hours of general overtime enforcement conducted and all overtime and agency 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 and agency 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. Two 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)	\$ 9,000.00
Directed overtime for impaired enforcement (405d)	\$ 9,000.00
Equipment	
Two moving radars (402)	\$ 3,000.00
One PBT (405d)	<u>\$ 450.00</u>
TOTAL	\$ 21,450.00

BOARD OF SUPERVISORS RESOLUTION 22-23

RESOLUTION TO ABATE PROPERTY TAXES ON PARCELS OWNED BY A POLITICAL SUBDIVISION

WHEREAS, the following property is currently owned by the City of Ames, and

WHEREAS, when the City acquired this property there were property taxes then due and payable, and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate any and all currently due and payable property taxes, and

WHEREAS, §445.63 Code of Iowa states that county boards of supervisors shall abate such taxes, and

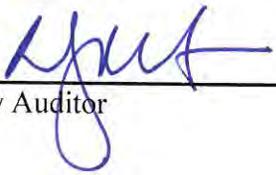
WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED that balance of the currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$676.13;

#0909103050 LITTLE BROTHER'S SD LOT:1, AMES

APPROVED THIS 7TH DAY OF SEPTEMBER, 2021 AT NEVADA, STORY COUNTY, IOWA.


Chairperson, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE OF BOARD Yea Nay Absent


CHAIRPERSON Above tabulation made by _____

BOARD OF SUPERVISORS RESOLUTION 22-24
RESOLUTION TO ABATE PROPERTY TAXES ON PARCELS
OWNED BY A POLITICAL SUBDIVISION

WHEREAS, the following property is currently owned by the State of Iowa, and

WHEREAS, when the State acquired this property there were property taxes then due and payable, and

WHEREAS, the State of Iowa has requested that the Story County Board of Supervisors abate any and all currently due and payable property taxes, and

WHEREAS, §445.63 *Code of Iowa* states that county boards of supervisors shall abate such taxes, and

WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED that balance of the currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$5,901.15;

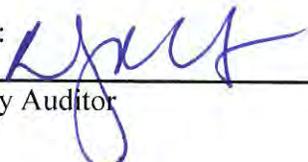
#1407100230 SECTION:07 TOWNSHIP:82 RANGE:23 E753.72' N717.02' EX HY ROW NE NW

#1017200120 SECTION:17 TOWNSHIP:83 RANGE:23 NW NE BEG 268.66' E OF NW COR NE
E350' S225' W350' N225' TO BEG

APPROVED THIS 7TH DAY OF SEPTEMBER, 2021 AT NEVADA, STORY COUNTY, IOWA.



Chairperson, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE
OF BOARD Yea Nay Absent



CHAIRPERSON Above tabulation made by _____



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

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

TO: Story County Board of Supervisors
CC: Sandra King, Director of External Operations and County Services
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Consideration of Amendment #1 to the 28E Agreement of the Headwaters of the South Skunk Watershed Management Authority (WMA)
DATE: September 1, 2021

Story County is a participating jurisdiction in the Headwaters of the South Skunk Watershed Management Authority which was formed by a 28E Agreement, along with the following jurisdictions: Hamilton County (new), Hardin County (new), City of Ames, City of Story City, City of Roland, City of Randall, City of Ellsworth (new), City of Jewell (new), Story County Soil and Water Conservation District and the Hamilton County Soil and Water Conservation District. Attached is “Amendment #1” to the adopted 28E Agreement of the Headwaters of the South Skunk Watershed Management Authority. “Amendment #1” simply amends the 28E agreement to expand the membership to include Hamilton County, Hardin County, City of Jewell and City of Ellsworth.

The next step is for all participating jurisdictions to approve Amendment #1, along with signing the attached notarized signature pages. Once each jurisdiction has approved the amendment, the documents will be recorded with the Story County Recorder’s Office, and then updates filed with the Secretary of State’s Office.

Please let me know if you have any questions.

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

Return to:

AMENDMENT NO. 1

to

28E Agreement

for

Headwaters of the South Skunk River Watershed Management Authority Agreement

Between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District

Dated _____, 2021

Iowa Code Section 28E.12

This AMENDMENT No. 1 is between Story County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Ellsworth, City of Jewell, Story County Soil and Water Conservation District, and Hamilton County Soil and Water Conservation District, hereinafter referred to as "Cooperators". In consideration of the mutual covenants herein made, Cooperators agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Cooperators agree that an amendment should be made to allow for Hardin County, Hamilton County, City of Ellsworth, and the City of Jewell to join this 28E agreement.
 - a. The agreement referenced above is amended to include Hardin County, Hamilton County, City of Ellsworth and City of Jewell as a Cooperator to this agreement.

2. Original signature pages for Hardin County, Hamilton County, City of Ellsworth and City of Jewell amended by deletion and substitution with the attached signature pages in lieu thereof.

SECTION 2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

IN WITNESS WHEREOF, STORY COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE September 7, 2021.

BY: Lisa K. Heddens / Lisa K. Heddens
(print name)
Story County Board of Supervisors, Chairperson

ATTEST: LUCY MARTIN [Signature]
(print name)
STORY County Auditor

31877

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA)
)ss.
Story COUNTY)

On this 7th day of September, 2021, before me the undersigned, a Notary Public in and for said County and State, personally appeared Lisa K Heddens and Lucy Martin, to me personally known, who, being sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Story County, Iowa respectively; that the seal affixed hereto is the seal of said Story County; that said instrument was signed and sealed on behalf of the said Story County, Iowa by authority of its Board of Supervisors and that said Lisa K Heddens and Lucy Martin as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

[Signature]
Notary Public in and for Said County
and State of Iowa

STORY COUNTY, IOWA RESOLUTION OF THE
BOARD OF SUPERVISORS RESOLUTION NO.
#22-26

RESOLUTION TO FIX THE TERM OF EMPLOYMENT AND COMPENSATION FOR THE STORY COUNTY ENGINEER PURSUANT TO IOWA CODE SECTION 309.17 & 18.

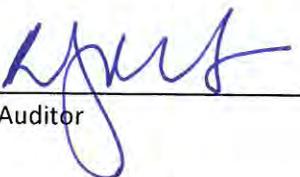
BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that Darren Moon is hereby employed as the County Engineer for Story County, Iowa. His term of employment is hereby fixed for three years from the date of the passage of this resolution.

WHEREAS the County shall set compensation for the County Engineer for Story County, Iowa on an annual basis at the beginning of each fiscal year based on the market value (average salary) of County Engineers in comparable counties.

NOW, THEREFORE, BE IT RESOLVED that Darren Moon is hereby employed as the County Engineer for Story County, Iowa at a base yearly compensation rate of \$141,088.26 (\$5,426.47 bi-weekly). The County Engineer shall receive longevity pay in addition to the base salary per the Story County Longevity Policy and also be eligible for merit increases per Story County Classification and Compensation Policy.

Dated this 7th day of September, 2021.


Chairperson, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE _____
OF BOARD Yea Nay Absent

 Above tabulation made by _____
CHAIRPERSON

Chairperson declared this Resolution ADOPTED AND APPROVED.

STORY COUNTY UTILITY PERMIT

Date 8/30/21

To the Board of Supervisors, Story County, Iowa:

Stratford Mutual Telephone

The ~~D/A~~ *Complete Communications Services* Company, incorporated under the laws of Iowa, with its principal place of business at 1001 Tannison Ave. Stratford IA 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 Fiber Optic Cable on secondary route E-18, from 42° 9' 59.14" N 93° 38' 30.86" W to 42° 9' 59.22" N, 93° 38' 38.50" W, a distance of 0.15 miles.

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

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

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

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

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

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

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

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

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

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

Date 8/27/21

Stattford Mutual Telephone *D/B/A Complete Comm*
Name of Company (Applicant - Permittee)

[Signature] 515-838-2390
by Phone no.

Recommended for Approval:

Date 8-30-21

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

Approved:

Date 9-7-21

[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.

STORY COUNTY UTILITY PERMIT

Date 8/30/21

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Co. DBA Alliant Energy Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE Place, Ames, IA 50014, 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 natural gas on secondary route E63, from Hwy 69 to 535th Ave, a distance of 1.5 miles.

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

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

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

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

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

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

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

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

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

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

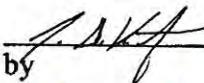
Date 8/27/21

Interstate Power & Light Co. DBA Alliant Energy

JD Katzenmeier - Project Mgr

Name of Company (Applicant - Permittee)

by

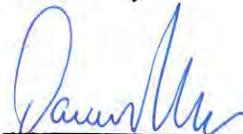


515-230-1296

Phone no.

Recommended for Approval:

Date 8-30-21



515-382-7355

County Engineer

Phone no.

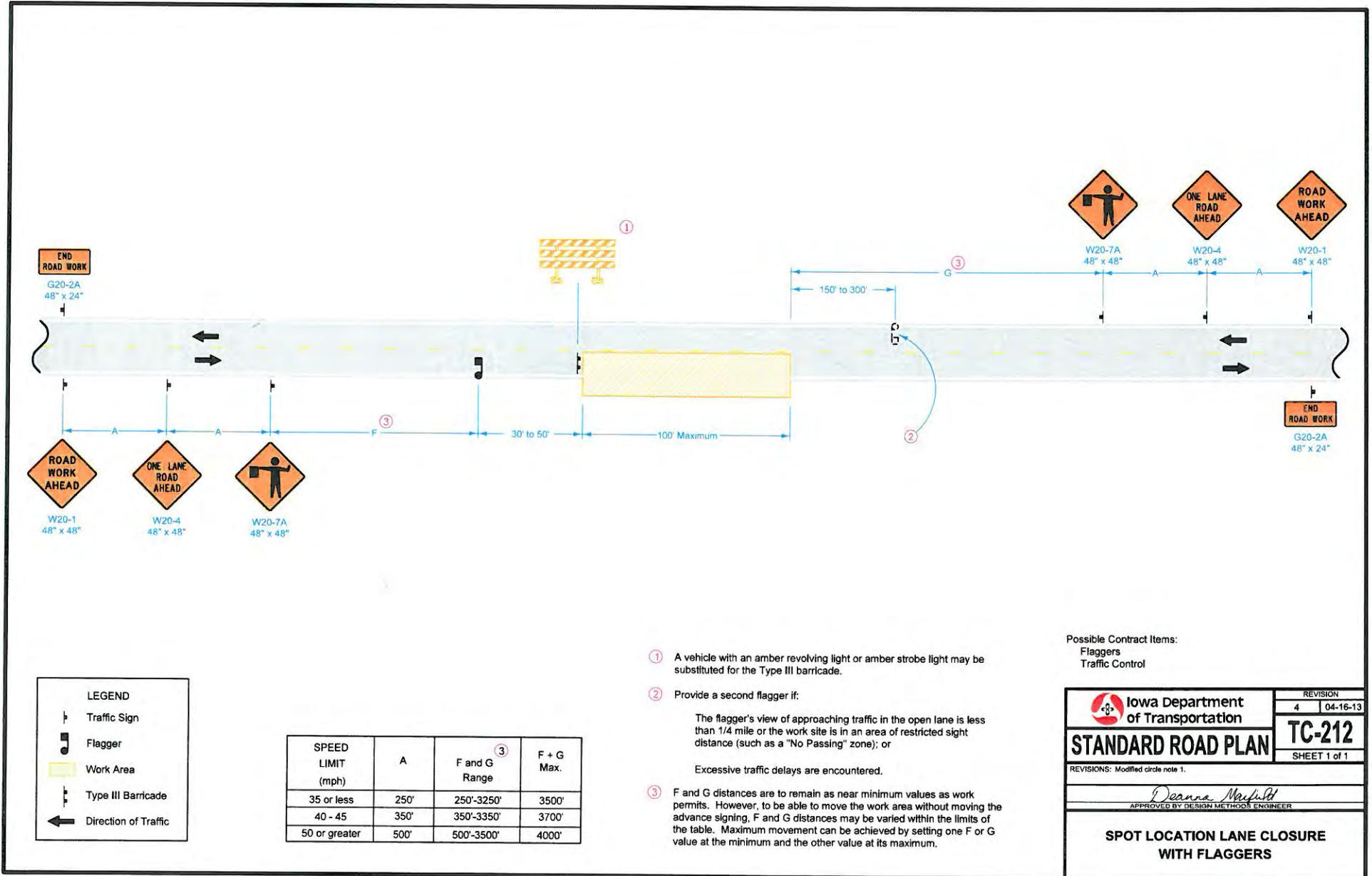
Approved:

Date 9-7-21



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.



LEGEND

- Traffic Sign
- Flagger
- Work Area
- Type III Barricade
- Direction of Traffic

SPEED LIMIT (mph)	A	F and G Range ^③	F + G Max.
35 or less	250'	250'-3250'	3500'
40 - 45	350'	350'-3350'	3700'
50 or greater	500'	500'-3500'	4000'

- ① A vehicle with an amber revolving light or amber strobe light may be substituted for the Type III barricade.
- ② Provide a second flagger if:

The flagger's view of approaching traffic in the open lane is less than 1/4 mile or the work site is in an area of restricted sight distance (such as a "No Passing" zone); or

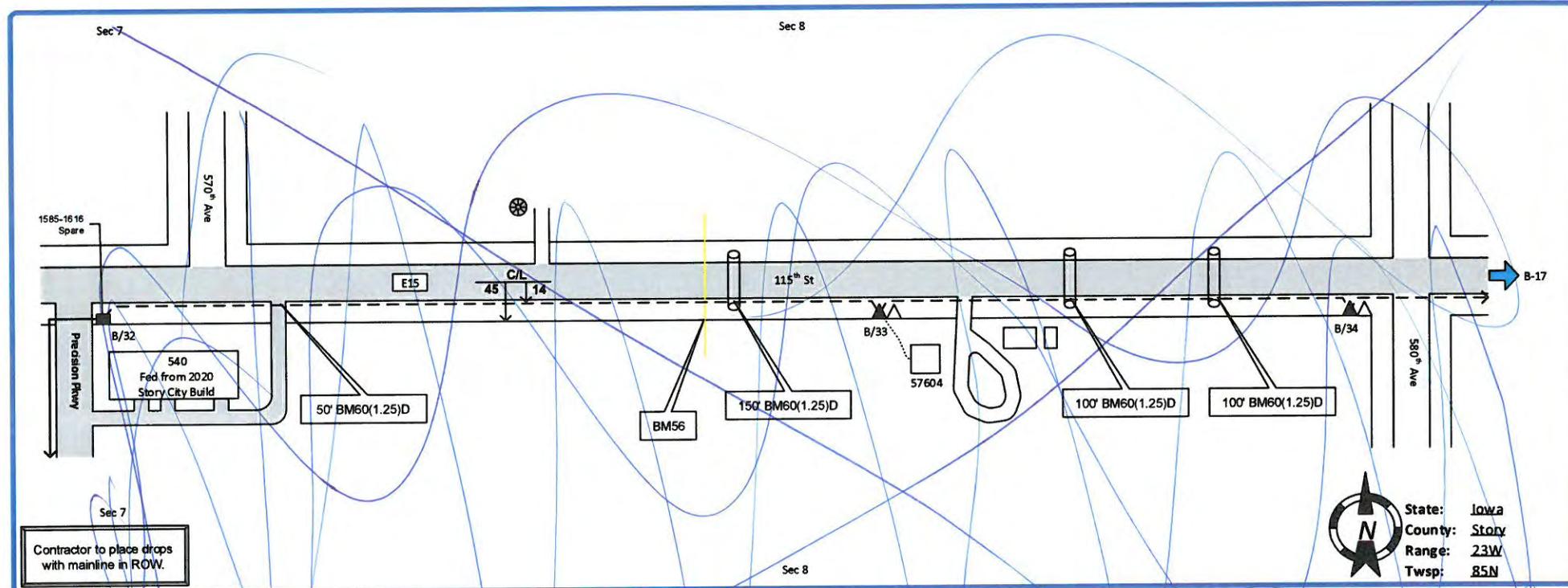
Excessive traffic delays are encountered.
- ③ F and G distances are to remain as near minimum values as work permits. However, to be able to move the work area without moving the advance signing, F and G distances may be varied within the limits of the table. Maximum movement can be achieved by setting one F or G value at the minimum and the other value at its maximum.

Possible Contract Items:
 Flaggers
 Traffic Control

 Iowa Department of Transportation	REVISION
	4 04-16-13
STANDARD ROAD PLAN	TC-212
REVISIONS: Modified circle note 1.	SHEET 1 of 1

APPROVED BY DESIGN METHODS ENGINEER

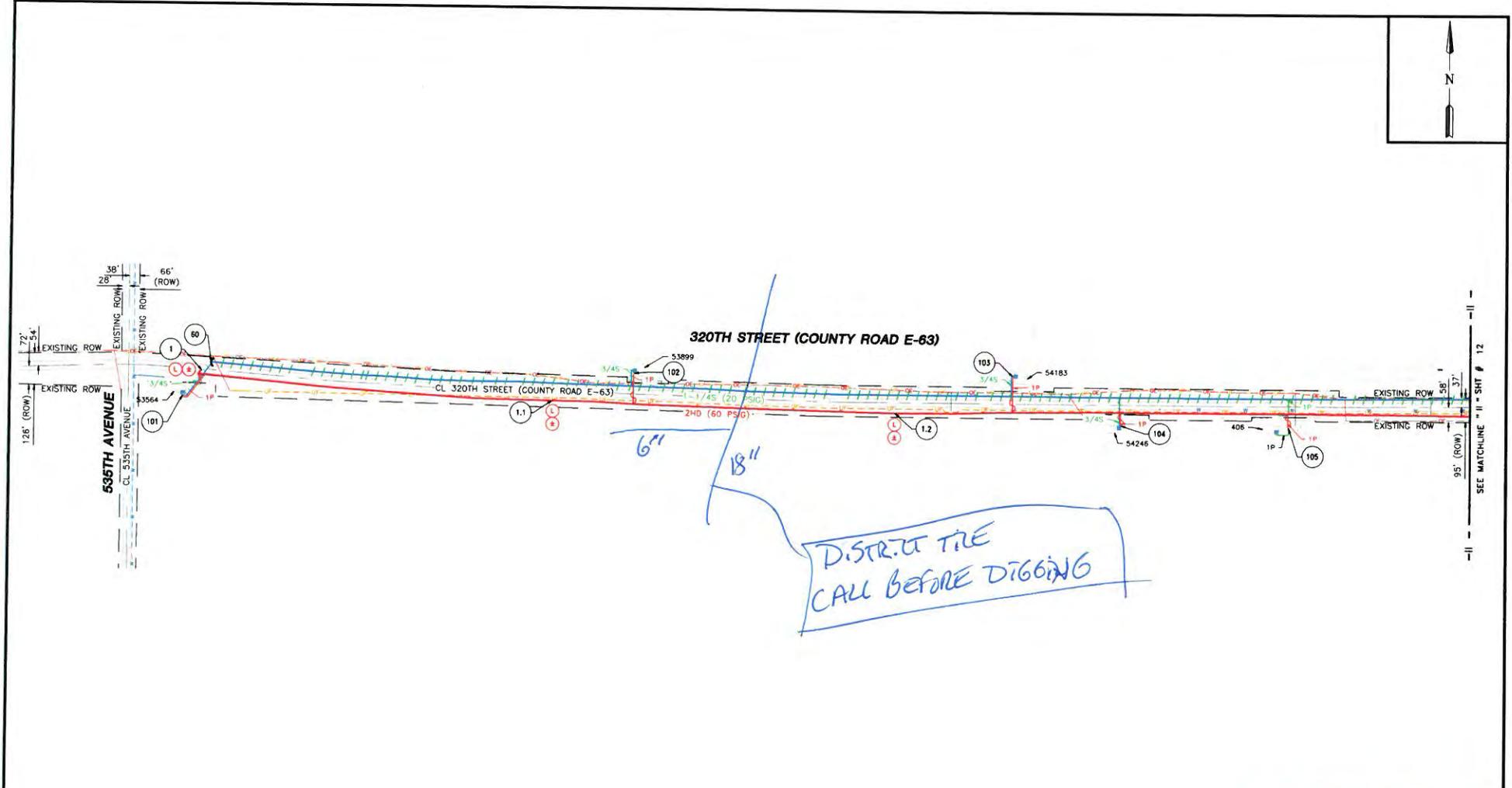
SPOT LOCATION LANE CLOSURE WITH FLAGGERS



From	To	PType	Units	Feet	BM	HO	ONT	W	Remarks
	B/32	BHF(30x48x36)						BHF	1
	B/32							HBFO	8
	B/32							HO12R	2
B/32	B/33	BD5CSB	BFO 48RW	3650	2(5/8)(8)	1	1		
	B/33				56	1			
	B/33				60(1.25)D	50			
	B/33				60(1.25)D	150			
B/33	57604		SEBO 4	280	83	1		HS	
B/33	B/34	BD5CSB	BFO 48RW	2302	2(5/8)(8)	1			
	B/34				60(1.25)D	100			
	B/34				60(1.25)D	100			

As Staked
Stratford Mutual Tel.
 Name: B-16
 WO: VPS_STBERD_21
 Ewh: Story City
 Route: B
 ROW: Public
 Fielded By: CB Date: 5/21
 Revised By: Date:

 Drawing Not to Scale
 Sheet 16 of 18



DISTRICT TIE
CALL BEFORE DIGGING

ISSUED FOR CONSTRUCTION
REVISION 1

	24	25	26	27
	20	21	22	23
	16	17	18	19
	12	13	14	15
	8	10	11	

DESIGNED IN ACCORDANCE WITH TITLE 49-PART 192 OF MINIMUM FEDERAL SAFETY STANDARDS AND SPICE GUIDE FOR GAS TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS, LATEST EDITION.

PREPARED BY:
ENEngineering
3900 TORCH PARKWAY
WARRENVILLE, IL 60555
TEL. 800-388-6000
FAX 800-388-7777
WWW.ENENGINEERING.COM

Alliant Energy
Interstate Power and Light Company (IP&L)

CITY: HUXLEY
COUNTY: STORY

HUXLEY 2020 CBP SOUTH
INSTALLATION 1

SCALE: 1"=100' ENE#: 1910105.00

WR# 4183744

DATE ISSUED 05/21/2021

KEYMAP

STORY COUNTY UTILITY PERMIT

Date 8/30/21

To the Board of Supervisors, Story County, Iowa:

Permit Request #2969

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR 72212, 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 bore copper cable on secondary route Richland St, from Richland Street & Winchester Ave to 65577 Richland Street, a distance of 0.03 miles.

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

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

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

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

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

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

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

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

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

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

Date 8/30/2021

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

by Kyle Petty 501-286-2752
Phone no.

Recommended for Approval:

Date 8-30-21

Dawn Miller 515-382-7355
County Engineer Phone no.

Approved:

Date 9-7-21

Di Z. Haddens
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.

STORY COUNTY IOWA

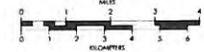


Prepared by
SYSTEMS PLANNING BUREAU
Phone: (515) 239-1668
WWW.IOWADOT.GOV/MAFS



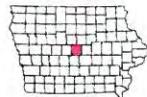
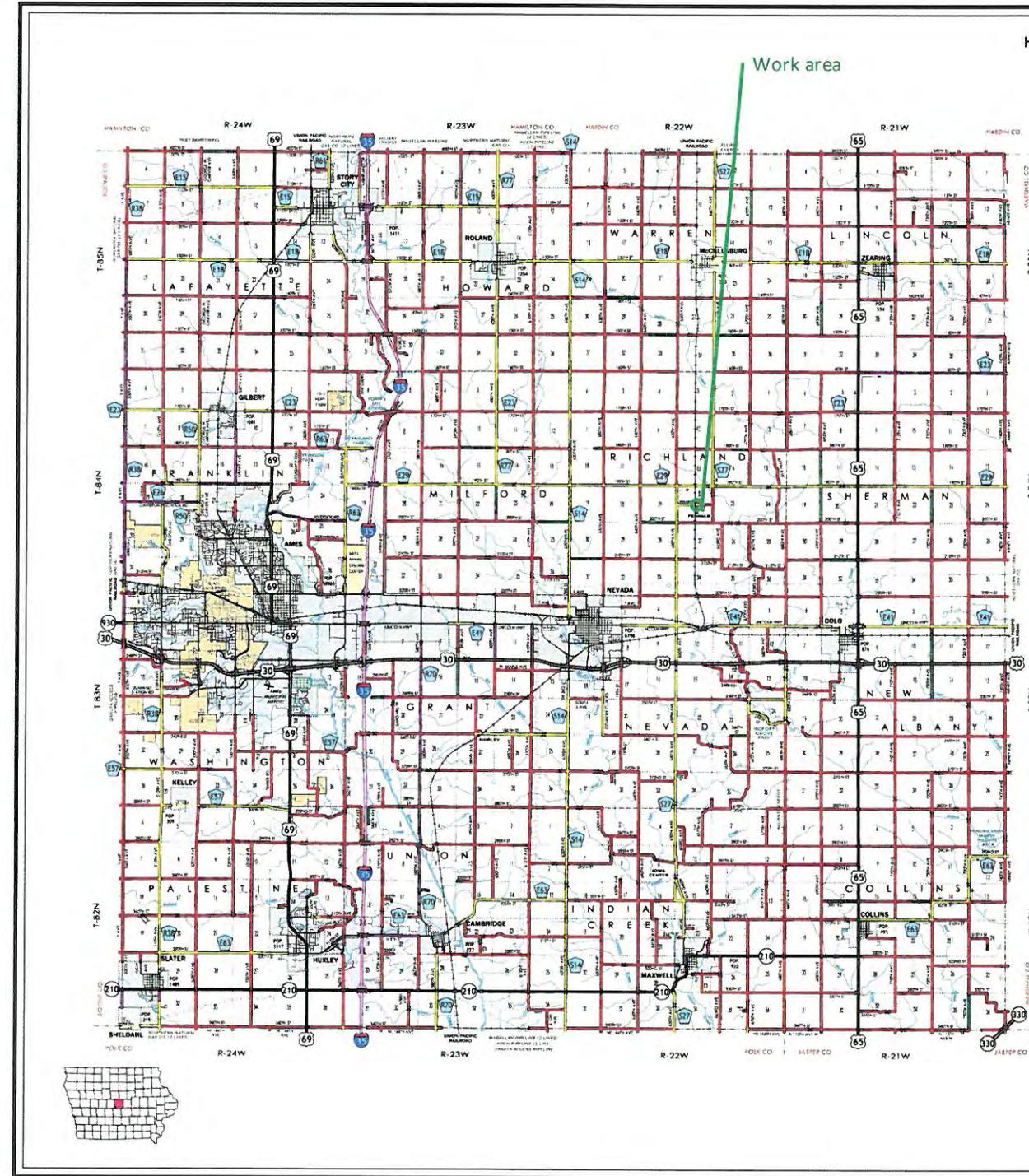
In Cooperation With
United States
Department of Transportation

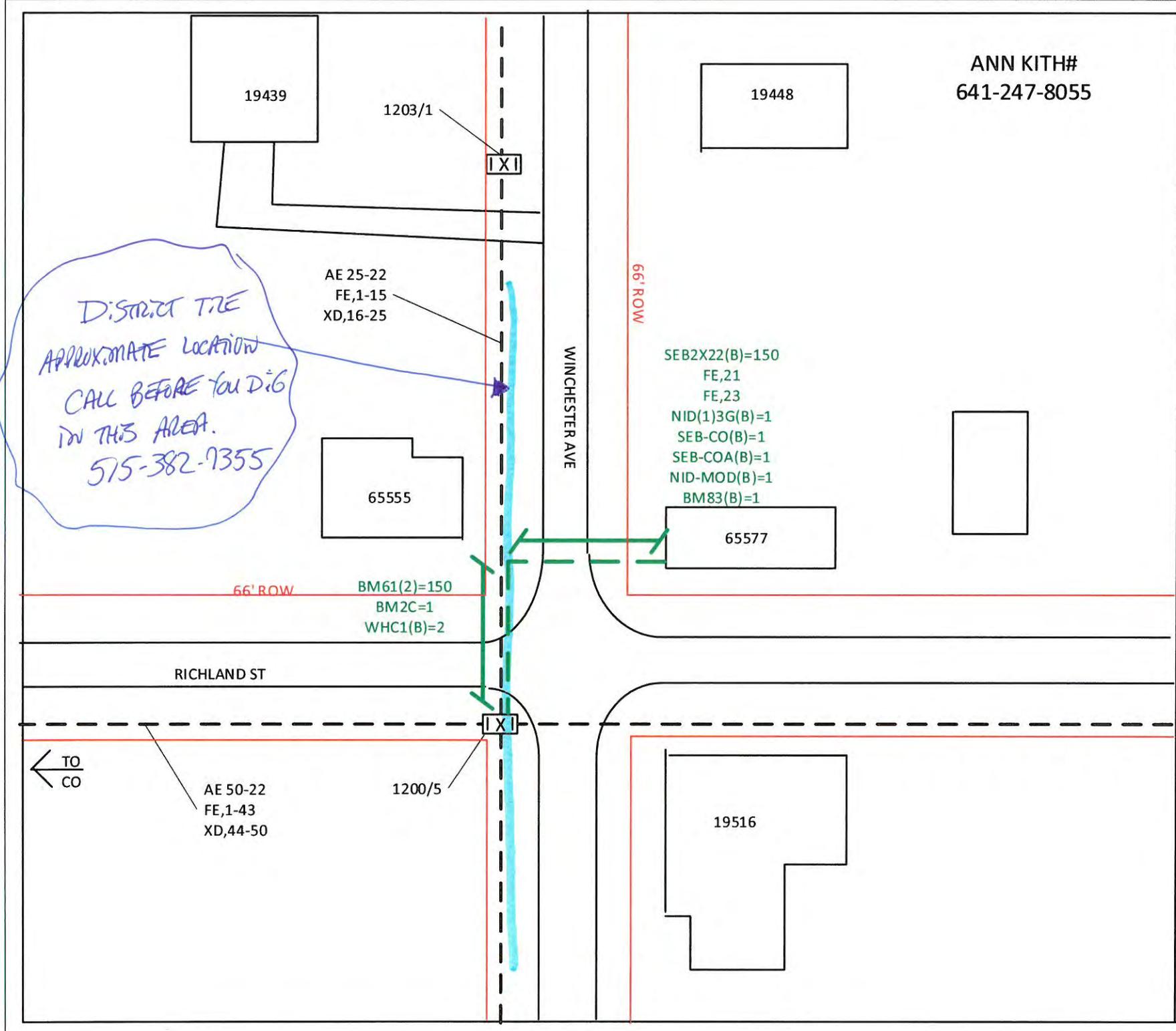
JANUARY 1, 2020



LEGEND

- INTERSTATE HIGHWAY
- PRIMARY HIGHWAY DIVERSION
- PRIMARY HIGHWAY
- PORTLAND CEMENT CONCRETE ROAD
- GRAVEL ROAD
- MULCHWOOD ROAD
- GRAVEL ROAD
- PAVING ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- SPRING
- RAILROAD
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- ROAD NAME
- UNINCORPORATED PLACE
- STATE PARKS
- STATE PRESERVATIONS
- FEDERAL LAND





DISRICT THE APPROXIMATE LOCATION CALL BEFORE YOU DIG IN THIS AREA. 515-382-9355



windstream.

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

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

EXCH: NEVD

DATE: 8/26/21

DRWN: SRS

PRINT: 1

JT# 71331909800054

STORY COUNTY UTILITY PERMIT

Date 8/30/21

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.

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 8/30/2021

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

[Signature] (515) 676-2117
by _____ Phone no.

Recommended for Approval:

Date 8-30-21

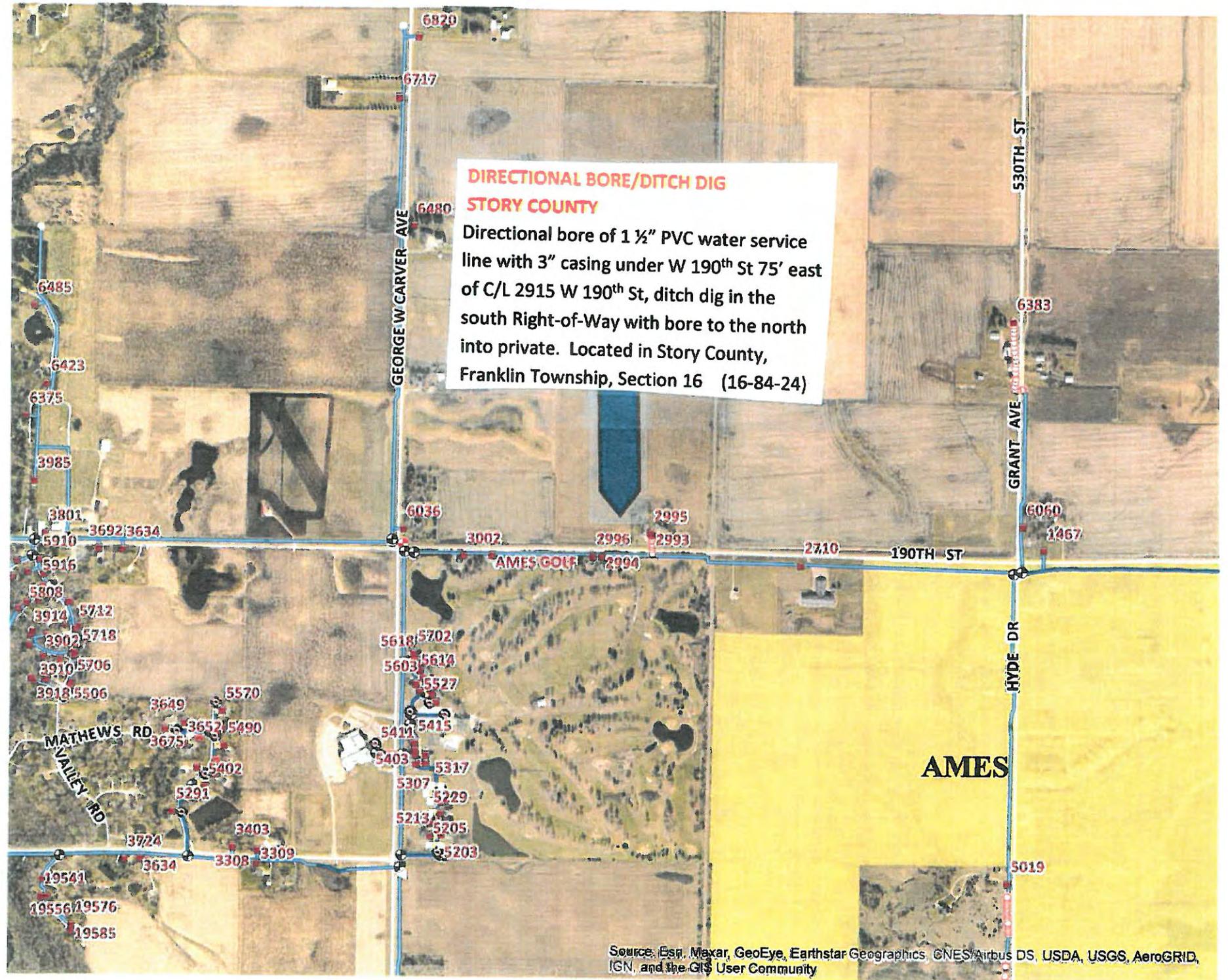
[Signature] 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 9-7-21

[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.



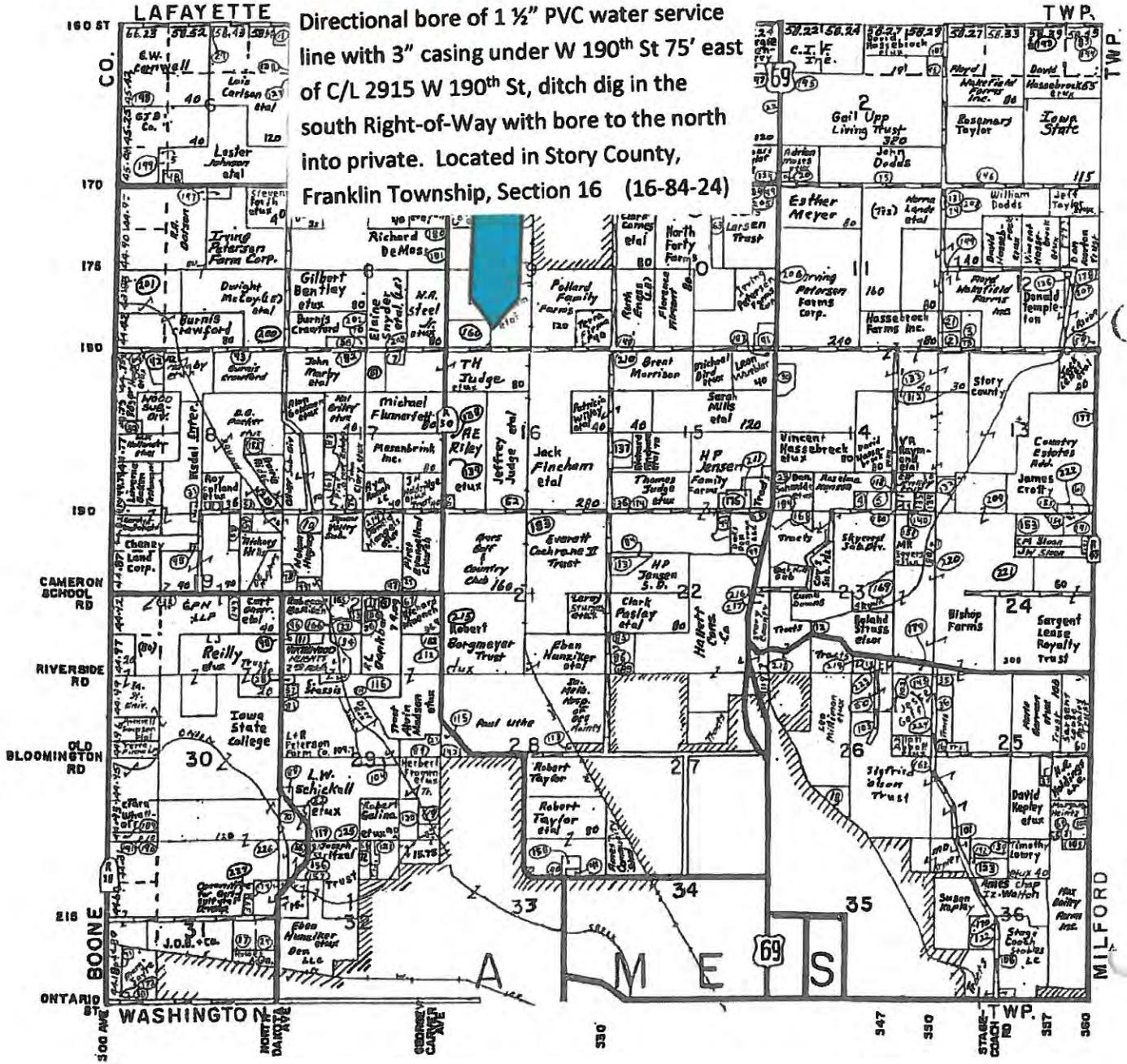
T84N

FRANKLIN

R24N

DIRECTIONAL BORE/DITCH DIG
STORY COUNTY

Directional bore of 1 1/2" PVC water service line with 3" casing under W 190th St 75' east of C/L 2915 W 190th St, ditch dig in the south Right-of-Way with bore to the north into private. Located in Story County, Franklin Township, Section 16 (16-84-24)



This Memorandum of Understanding (hereinafter "MOU") is entered into between City of Ames and Story County Iowa.

- I. **AGREEMENT FOR APPROVAL OF A TRAFFIC CONTROL DEVICE.** In recognition that a traffic control device may be necessary to facilitate traffic safety conditions on 190th and Grant Avenue (North) and Hyde Avenue (South), City of Ames and Story County agree to install and maintain a temporary traffic signal and associated appurtenances. This MOU establishes an agreement between City of Ames and Story County for a division of the installation costs and annual rental costs. In consideration, the following special responsibilities are assumed by the parties:
 - a. **City of Ames Responsibilities.** City of Ames agrees to:
 - i. Pay 50% of the actual cost for installation of the project (estimated to be \$19,100);
 - ii. Submit an invoice to Story County, in an amount not to exceed 50% of the cost for the project (estimated to be \$19,100).
 - iii. Pay 50% of the actual costs for rental of the temporary traffic signal (estimated to be \$1,500 per year).
 - iv. Submit an invoice to Story County, in an amount not to exceed 50% of the actual costs for the rental of the temporary traffic signal (estimated to be \$1,500.00 per year).
 - b. **Story County Responsibilities.** Story County agrees to:
 - i. Pay 50% of the actual installation cost upon receipt of an invoice from City of Ames;
 - ii. Pay 50% of the actual rental costs, every year this MOU is in effect, upon receipt of an invoice from City of Ames.
- II. **TERM.** This MOU shall remain in effect for an original term of six years and shall automatically renew in one-year increments thereafter, unless terminated as provided in this MOU.
- III. **TERMINATION AND AMENDMENT.** This MOU may be terminated upon any of the following (whichever occurs earlier):
 - a. Either party may terminate this MOU at the conclusion of the original term or any renewal term by providing notice in writing to the other party no less than thirty (30) days prior to the conclusion of the current term; or
 - b. This MOU shall terminate upon the commencement of construction of any project which requires the replacement or removal of temporary traffic signal contemplated by this MOU; or
 - c. This MOU shall terminate if City of Ames removes the traffic control device due to equipment failure, damage sustained to the traffic control device due to human-caused or natural disaster, safety concerns, or if removal of the traffic

control device is warranted to maintain orderly flow of traffic. As the party responsible for maintenance and operation of the traffic control device, it shall be in City of Ames' sole discretion whether any of these conditions have been met.

The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

IV. **INDEMNIFICATION.** City of Ames agrees to indemnify, defend, and hold Story County harmless from any action or liability arising out of the design, construction, maintenance, and placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of Story County's funding participation. This agreement to indemnify, defend, and hold harmless does not extend to any liability arising as a result of any failure of Story County to abide by the terms of this MOU.

V. **MISCELLANEOUS.**

- a. City of Ames understands that the traffic control device must comply with the requirements of the current Manual on Uniform Traffic Control Devices.
- b. City of Ames assumes sole responsibility for the operation of the traffic control device. Story County waives all right to operate, modify, or manage the traffic control device, or to direct City of Ames to do the same.
- c. City of Ames may, at its sole discretion, modify or remove the traffic control device for reasons of safety, orderly flow of traffic, or damage sustained to the traffic control device or its appurtenances.
- d. City of Ames assumes all costs for electricity, maintenance, and replacement for the traffic control device; however, it is understood that nothing in this MOU obligates City of Ames to replace or maintain the traffic control device if City of Ames elects to remove the traffic control device for any reason contemplated by this MOU.

VI. **NOTICES.** All notices related to this MOU shall be addressed as follows:

- a. To: Story Co. Engineer:
Attn: Darren Moon
Story County Engineer's Office
837 N Ave.
Nevada, IA 50201
- b. To City of Ames:
Attn: John Joiner
Public Works Department
515 Clark Avenue
Ames, IA 50010

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the __ day of _____ 2021.

STORY COUNTY BOARD OF SUPERVISORS
900 6th Street
Nevada, IA 50201

CITY OF AMES

By: *Kevin Hadden*
Chair, Story County Board of Supervisors

By: _____
Mayor, City of Ames

Date: 9 Sept 2021

Date: _____