

The Board of Supervisors met on 9/27/22 at 10:00 a.m. in the Story County Justice Center Squad Room. Latifah Faisal, Linda Murken, and Lisa Heddens (Heddens via phone) with Faisal presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov)).

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

**MINUTES:** 9/20/22 Minutes – Heddens moved, Murken seconded the approval of 9/13/22 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) active, effective 10/10/22, in a) Auditor's Office for Russell Cruse @ \$15.00/hr; Mike Hughes @ \$15.00/hr; Wayne Rohret @ \$15.00/hr; Duane Short @ \$15.00/hr; 2) new hire, effective 9/28/22, in a) Auditor's Office for Kerin Overturf @ \$15.00/hr; b) Information Technology for Dean Hazen @ \$2,172.51/bw; effective 10/17/22, Emergency Management for David Cooper @ \$2,582.44/bw. Murken moved, Heddens seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 9/29/22 Claims of \$716,391.93 (run date 9/23/22, 29 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$3,909.37), BooST School Ready (\$259.00), BooST Early Childhood (\$2,923.32), Emergency Management (\$5,742.90), E911 (\$169.28), County Assessor (\$3,680.63), City Assessor (\$57,195.26), and Central Iowa Community Services (\$740,645.16). Heddens moved, Murken seconded approving 9/29/22 claims as listed. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda.

1. Contract for Highway Right-of-Way with Lawrence G. Howard and Barbara A. Howard for the purchase of permanent easement for \$491.49 (L-LIN36--73-85)
2. Amendment of the modification of the federal contract between the United States Immigration and Customs Enforcement (ICE) and Story County to de-obligate excess funds totaling \$5,470.00 for the performance period of 5/1/21-4/30/22 – *confidential information redacted*
3. Certificate of Appointment of Joshua Sassman as Deputy Sheriff, effective 7/20/22
4. Governor's Traffic Safety Bureau Grant Contract for \$22,950.00, effective 10/1/22-9/30/23
5. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and Heartland Senior Services of Story County for funding towards a new center in the City of Ames for up to \$300,000.00 with a performance period of 5/10/22–12/31/26
6. Appointment of Michelle Hand to the Board of Trustees of the Library of the City of Maxwell
7. Resolution #23-24, to Abate Property Taxes on a parcel owned by a political subdivision pursuant to *Code of Iowa* §445.63
8. Resolution #23-25, to Abate Property Taxes on a parcel owned by a political subdivision pursuant to *Code of Iowa* §445.63
9. Resolution #23-26, to Abate Property Taxes on a parcel owned by a political subdivision pursuant to *Code of Iowa* §445.63
10. Road Closure Resolutions: #23-15, #23-16
11. Utility Permit: #23-6578
12. Resolution #23-21, Setting Date and Time for a Public Hearing on 10/4/22 to consider Resolution #23-22, to enter into a Purchase Agreement for the purchase of property at 60016 160<sup>th</sup> Street for a debris staging and reduction site

Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS:** Murken announced the Iowa Drainage District Association will be presenting in a couple of weeks regarding membership advantages.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members listed multiple upcoming meetings.

Murken moved, Heddens seconded to adjourn at 10:07 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Squad Room at the Justice Center  
9/27/22

Due to Upgrade of Boardroom Audiovisual Equipment

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

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

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

Visit [HTTPS://WWW.ZOOM.US/](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](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

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

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

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

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

6. AGENCY REPORTS:

7. CONSIDERATION OF MINUTES:

- I. 9/20/22 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1) active, effective 10/10/22, in a) Auditor's Office for Russell Cruse @ \$15.00/hr; Mike Hughes @ \$15.00/hr; Wayne Rohret @ \$15.00/hr; Duane Short @ \$15.00/hr; 2) new hire, effective 9/28/22, in a) Auditor's Office for Kerin Overturf @ \$15.00/hr; b) Information Technology for Dean Hazen @ \$2,172.51/bw; effective 10/17/22, Emergency Management for David Cooper @ \$2,582.44/bw.

Department Submitting HR

9. CONSIDERATION OF CLAIMS:

I. 9/29/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 092922.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Contract For Highway Right Of Way With Lawrence G Howard And Barbara A Howard For The Purchase Of Permanent Easement For \$491.49(L-LIN36-73-85)

Department Submitting Engineer

Documents:

CRT ROW HOWARD.PDF

II. Consideration Of Amendment Of Modification Of Contract Between Immigration And Customs Enforcement And Story County - Federal Contract - Confidential

Department Submitting Sheriff

Documents:

ICE CONTRACT UPDATE REDACTED.PDF

III. Consideration Of Certificate Of Appointment Of Deputy Sheriff Joshua Sassman Effective 7/20/2022

Department Submitting Sheriff

Documents:

SASSMAN.PDF

IV. Consideration Of Governor's Traffic Safety Bureau Grant Contract For \$22,950.00 Effective 10/1/22 - 9/30/23

Department Submitting Sheriff

Documents:

GTSB GRANT.PDF

- V. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And Heartland Senior Services Of Story County For Funding Towards A New Center In The City Of Ames For Up To \$300,000 With A Performance Period Of 5/10/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

BOSCONTRACT.PDF

- VI. Consideration Of Appointment Of Michelle Hand To The Board Of Trustees Of The Library For The City Of Maxwell

Department Submitting Board of Supervisors

Documents:

LIBRARY ORDINANCE.PDF  
MICHELLE HAND APPLICATION.PDF

- VII. Consideration Of Resolution #23-24 To Abate Property Taxes On A Parcel Owned By A Political Subdivision Pursuant To Code Of Iowa §445.63

Department Submitting Auditor

Documents:

RES2324.PDF

- VIII. Consideration Of Resolution #23-25 To Abate Property Taxes On A Parcel Owned By A Political Subdivision Pursuant To Code Of Iowa §445.63

Department Submitting Auditor

Documents:

RES2325.PDF

- IX. Consideration Of Resolution #23-26 To Abate Property Taxes On A Parcel Owned By A Political Subdivision Pursuant To Code Of Iowa §445.63

Department Submitting Auditor

Documents:

RES2326.PDF

- X. Consideration Of Road Closure Resolution(S): #23-15, 23-16

Department Submitting Engineer

Documents:

RC 23 15.PDF  
RC 23 16.PDF

XI. Consideration Of Utility Permit(S): #23-6578

Department Submitting Engineer

Documents:

UT 23 6578.PDF

XII. Consideration Of Resolution #23-21 Setting Date And Time For A Public Hearing For October 4, 2022, For Resolution #23-22 To Enter Into A Purchase Agreement For The Purchase Of Property At 60016 160th Street For A Debris Staging And Reduction Site

Department Submitting Planning and Development

Documents:

RESOLUTION 23 21.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

18. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

9/27/22

NAME

ADDRESS

Greg Pirkkanen

Ames Chamber

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 04-36-100-205  
 PROJECT No: L-LIN36-73-85  
 ROAD No: (150<sup>th</sup> St.)

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of September, A.D. 20 22 by and between

**LAWRENCE G. HOWARD AND BARBARA A. HOWARD**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The South 17.00 feet of the North 50.00 feet of the East 150.00 feet of the West 169.03 feet of the NE¼, NW¼ in Section 36, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.17 acres of which 0.11 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>491.49</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>491.49</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.06</u>	ac./sq.ft.	\$ <u>388.74</u>	Fence _____ rods barb	\$
Temporary Easement	<u>0.02</u>	ac./sq.ft.	\$ <u>77.75</u>		
Damages for:					\$
			Future Abstract Entry in the amount of \$25.00		

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Lawrence G. Howard  
X Barbara A. Howard

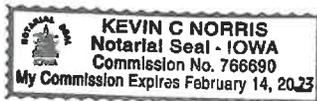
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 9<sup>th</sup> day of SEPTEMBER, 2022, before me, the undersigned, personally appeared LAWRENCE G. HOWARD AND BARBARA A. HOWARD

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kevin C Norris  
Notary Public in and for the State of IOWA

**BUYER'S APPROVAL**  
[Signature] 9-15-22

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 9.27.22

Approved by: Chairperson, Story County Board of Supervisors (Date)

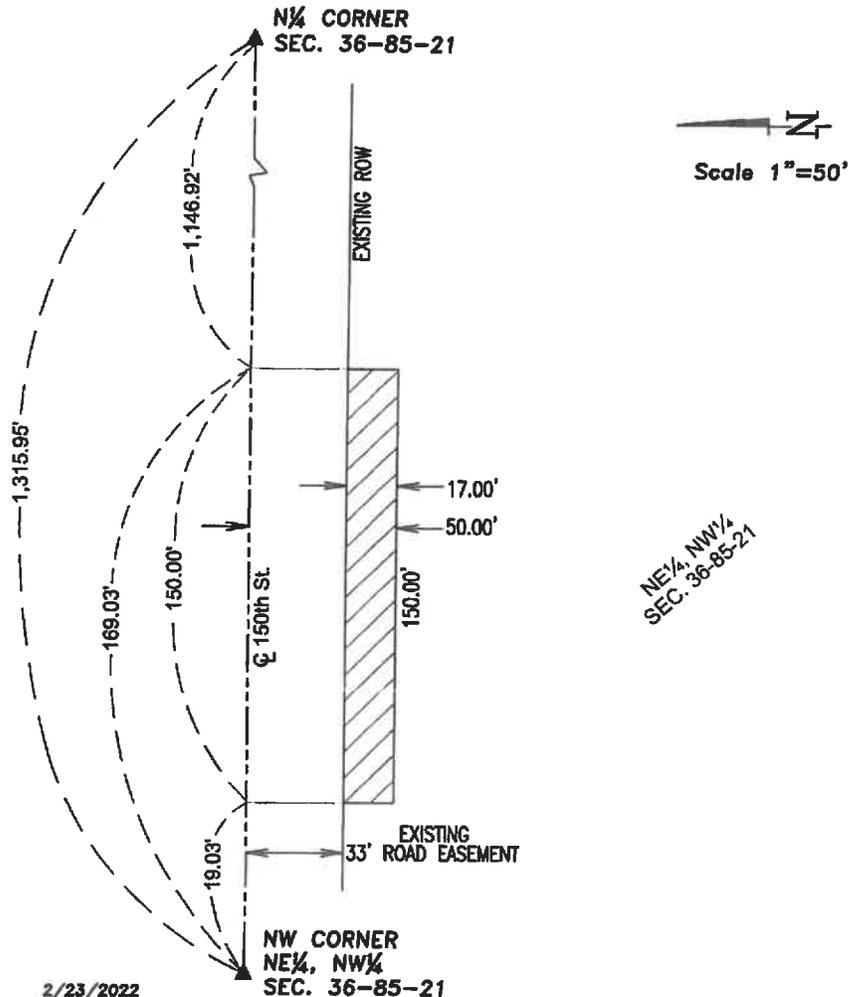
"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LIN36--79-85 PARCEL NO. 04-36-100-205  
SECTION 36, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.  
ACQUIRED FROM LAWRENCE G. HOWARD AND BARBARA A. HOWARD

EXISTING R.O.W. 0.11 ACRES NEW R.O.W. 0.06 ACRES TOTAL R.O.W. 0.17 ACRES

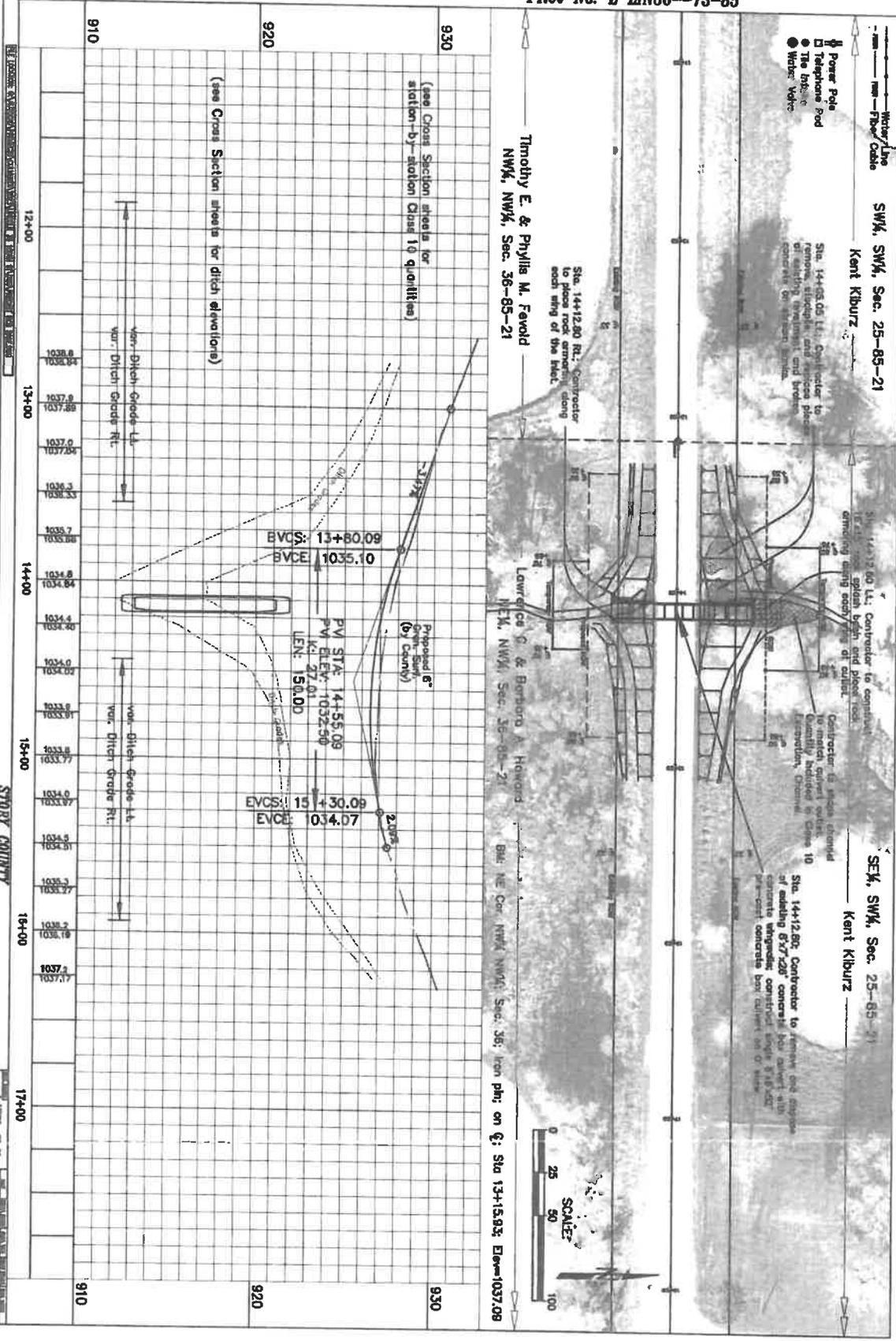
The South 17.00 feet of the North 50.00 feet of the East 150.00 feet of the West 169.03 feet of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$  in Section 36, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.17 acres of which 0.11 acres is existing R.O.W.



DATE DRAWN 2/23/2022

PLAN AND PROFILE SHEET

PROJ No. L-LIN36--73-85



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

**CONTRACT NUMBER:** State and Community Highway Safety Grant  
PAP 23-402-M0PT, Task 79-00-00  
Impaired Driving Countermeasures Grant  
PAP 23-405d-M6OT, Task 00-79-00

**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: \$22,950.00

**AGENCY/LAW/SOURCE:** National Highway Traffic Safety Administration (NHTSA)  
Public Law 117-58, Section 402 and Section 405d

**Submit Reimbursement Claims To:**

Genie Sterbenz, 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:**

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

**Transmit Contract Information To:**

Lieutenant Leanna Ellis  
Story County Sheriff's Office  
1315 S B 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 2023 Highway Safety Plan, State and Community Highway Safety Grant 23-402-M0PT, Task 79-00-00 and Impaired Driving Countermeasures Grant 23-405d-M6OT, Task 00-79-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

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

**CONTRACTOR:**

By  \_\_\_\_\_

Date: 9-27-22

**ISSUING AGENCY:**

By  \_\_\_\_\_  
Brett A. Tjepkes, Bureau Chief

Date: 09/22/2022

Effective Date: 10/01/22

Expiration Date: 09/30/23

## GENERAL FEDERAL AWARD INFORMATION PER § 200.210

- |                                     |  |
|-------------------------------------|--|
| 1) Recipient:                       | Story County Sheriff's Office  |
| 2) UEI:                             | MR7LH26Y2UW7   |
| 3) FAIN:                            | 69A37521300004020IA0<br>69A3752030000405DIAL   |
| 4) Federal Award Date               | 1/19/2021 (402), 2/3/2020 (405d)   |
| 5) Period of Performance:           | 10/1/22-9/30/23  |
| 6) Federal Funds:                   | 22,950.00  |
| 7) Total Funds Obligated:           | 22,950.00  |
| 8) Total Amount of Federal Award:   | 22,950.00  |
| 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<br>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 Infrastructure Investment and Jobs 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, 2023.

- 4.2 A cumulative final report due November 1, 2023 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.

**Article 5.0 Designation of Officials.**

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

**Article 6.0 Key Personnel.** The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Leanna Ellis, Sergeant Dillon Combs, Deputy Sheriff Matthew Massaro, Deputy Sheriff Adam Luke and Sergeant Andrew Boeckman, 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 Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - a. The copyright 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, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The 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 \$22,950.00 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. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Contractor shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.

10.3 Receipt of Federal Funds.

a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.

b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated 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 with documented enforcement action(s) issued to violator(s).
  - b. Deputies to conduct 200 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
  - a. Conduct 200 overtime hours of planned general (402-funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
  - b. Conduct 200 overtime hours of planned impaired driving (405d-funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
  - c. Conduct at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
  - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
  - e. Conduct two observational occupant protection surveys; one in May and one in September. Each survey is to be conducted for one hour or one hundred

observed cars, whichever comes first. Observational surveys should be conducted at a location that has an average or above average volume of traffic on a daily basis. Subsequent observational surveys should be conducted at the same location, day of week and time of day as previously recorded.

- f. Purchase three NHTSA-approved moving radars and utilize for speed enforcement.
- g. Purchase one DPS-approved preliminary breath tester (PBT) and utilize for impaired driving-related traffic enforcement.

11.9 Key dates:

- a. By November 15, 2022 and the 15th of each subsequent month through October 15, 2023, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2023, receive three moving radars and one PBT as specified in Article 11.8(f) and (g).
- c. By August 10, 2023, submit claim for expenses incurred through June 30, 2023.
- d. By November 1, 2023, submit an annual report as specified in Article 4.2.
- e. By November 15, 2023, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

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

**Article 12.0 Project Budget.**

	<u>Highway Safety Funds</u>
<b>Personnel Services</b>	
Directed overtime for general enforcement (402)	\$ 9,000.00
Directed overtime for impaired enforcement (405d)	\$ 9,000.00
<b>Equipment</b>	
Three moving radars (402)	\$ 4,500.00
One PBT (405d)	<u>\$ 450.00</u>
<b>TOTAL</b>	<b>\$ 22,950.00</b>

## GRANT AGREEMENT

### AN AGREEMENT WITH HEARTLAND SENIOR SERVICES OF STORY COUNTY FOR FUNDING TOWARDS A NEW CENTER IN THE CITY OF AMES

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Heartland Senior Services of Story County, hereinafter referred to as "Grantee", whose mailing address and telephone number is PO Box 748, 205 S. Walnut, Ames, IA 50010, telephone (515) 233-2906.

#### 1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use *\$300,000.00 funded from ARPA Recovery Funds lost revenue towards funding a new center in the city of Ames*. The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.) In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

#### 2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$300,000. The funds will be disbursed in one lump-sum payment of \$300,000.

#### 3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$300,000.00 funded from ARPA Recovery Funds lost revenue towards funding a new center in the city of Ames to Story County. A timeline for quarterly reporting is attached as Exhibit A.

#### 4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

(A) This Agreement shall remain in effect until one of the following events has occurred:

- a. The Grantee and the County replace this Agreement with another written agreement;

- b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

## 5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

## 6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- b. *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the

corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
  - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")  
GXA1B1AFS184
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

## **7. ASSIGNMENTS**

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

## **8. INDEMNIFICATION**

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

## **9. DISPUTES**

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

## **10. ACCESS TO BOOKS AND RECORDS**

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposes of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

## **11. REQUIREMENTS**

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	10/5/2022
5	2022	4	October 1 - December 31	31-Jan-23	1/5/2023
6	2023	1	January 1 - March 31	30-Apr-23	4/5/2023
7	2023	2	April 1 - June 30	31-Jul-23	7/6/2023
8	2023	3	July 1 - September 30	31-Oct-23	10/4/2023
9	2023	4	October 1 - December 31	31-Jan-24	1/4/2024
10	2024	1	January 1 - March 31	30-Apr-24	4/3/2024
11	2024	2	April 1 - June 30	31-Jul-24	7/3/2024
12	2024	3	July 1 - September 30	31-Oct-24	10/3/2024
13	2024	4	October 1 - December 31	31-Jan-25	1/6/2025
14	2025	1	January 1 - March 31	30-Apr-25	4/3/2025
15	2025	2	April 1 - June 30	31-Jul-25	7/3/2025
16	2025	3	July 1 - September 30	31-Oct-25	10/3/2025
17	2025	4	October 1 - December 31	31-Jan-26	1/6/2026
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027

**12. COMPLETE AGREEMENT**

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

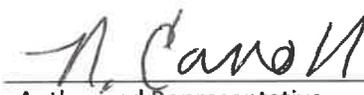
By:

  
\_\_\_\_\_  
Chairperson of the Board of Supervisors

Dated: 9-27-22

Heartland Senior Services (Grantee)

By:

*Nancy Carroll*  
  
\_\_\_\_\_  
Authorized Representative

Dated: 9/8/2022

APPROVED

DENIED

Board Member Initials:                     

Meeting Date: 9-27-22

Follow-up action:                     

CHAPTER 21

**LIBRARY BOARD OF TRUSTEES**

- 21.01 Public Library
- 21.02 Library Trustees
- 21.03 Qualifications of Trustees
- 21.04 Organization of the Board
- 21.05 Powers and Duties
- 21.06 Contracting with Other Libraries

- 21.07 Nonresident Use
- 21.08 Expenditures
- 21.09 Annual Report
- 21.10 Injury to Books or Property
- 21.11 Theft
- 21.12 Notice Posted

**21.01 PUBLIC LIBRARY.** The public library for the City is known as the Maxwell Public Library. It is referred to in this chapter as the Library.

**21.02 LIBRARY TRUSTEES.** The Board of Trustees of the Library, hereinafter referred to as the Board, consists of a minimum of three resident members and a maximum of two nonresident member. All resident members are to be appointed by the Mayor with the approval of the Council. The nonresident member are to be appointed by the Mayor with the approval of the County Board of Supervisors.

**21.03 QUALIFICATIONS OF TRUSTEES.** All resident members of the Board shall be bona fide citizens and residents of the City. The nonresident member of the Board shall be a bona fide citizen and resident of the unincorporated County. Members shall be over the age of 18 years.

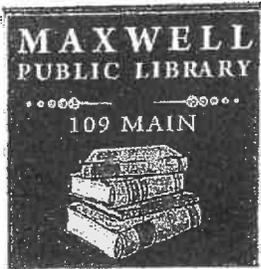
**21.04 ORGANIZATION OF THE BOARD.** The organization of the Board shall be as follows:

1. Term of Office. All appointments to the Board shall be for six years, except to fill vacancies. Each term shall commence on July 1. Appointments shall be made every two years of one-third the total number or as near as possible, to stagger the terms.
2. Vacancies. The position of any resident Trustee shall be vacated if such member moves permanently from the City. The position of a nonresident Trustee shall be vacated if such member moves permanently from the County or into the City. The position of any Trustee shall be deemed vacated if such member is absent from six consecutive regular meetings of the Board, except in the case of sickness or temporary absence from the City or County. Vacancies in the Board shall be filled in the same manner as an original appointment except that the new Trustee shall fill out the unexpired term for which the appointment is made.
3. Compensation. Trustees shall receive no compensation for their services.

**21.05 POWERS AND DUTIES.** The Board shall have and exercise the following powers and duties:

1. Officers. To meet and elect from its members a President, a Secretary, and such other officers as it deems necessary.
2. Physical Plant. To have charge, control and supervision of the Library, its appurtenances, fixtures and rooms containing the same.
3. Charge of Affairs. To direct and control all affairs of the Library.

Please return completed application to City Hall 



## Application for Library Board of Trustees

The Maxwell Public Library Board of Trustees is seeking applicants to serve on the Library Board of Trustees. If you are interested in serving on the Library Board, please fill out this application and return it to the Maxwell City Hall.

Date 8-22-2022

Name Michele Hand

Address 32775 657<sup>th</sup> Ave Maxwell

Phone (515)460-0239 Email address handjm06@msn.com

Why are you interested in serving on the Library Board of Trustees?

I want to see the library grow its services. I also would like to be part of the change to make some improvements that are overdue (better communication about events/closures, flooring, staffing)

How often do you use the Maxwell Public Library? What other libraries are you familiar with?

- My children and I use the library at least every other if not once a week. We also use the audiobooks app.
- I also use the Ames Public library and Heartland AEA.

Please share your opinion on the importance of libraries.

Libraries are a key part of a community, not only for books and media resources but also events. As a teacher it is important to give the community and kids especially access to print.

What challenges do you think our library faces?

- A poor image
- not consistent open hours or communication of closures
- lack of turned in budget
- need for updates (carpet)
- changing needs of community
- staffing

Please describe any experience or expertise you have that you feel would be beneficial to the Board of Trustees.

- Elementary teacher
- Member of the Friends of the Library
- current patron of the library
- have previously worked at a library

How long have you lived in Maxwell?

12 1/2 years

What segment(s) of the Maxwell community do you feel you represent?  
(Possible examples: retiree; parent of young children, small business owner, etc.)

- Parent of elementary and middle school children
- member of Mother's Club

Do you presently serve in any other appointed position on a Board, Commission or Committee? If yes, what position? If no, do you have previous experience on a Board or Commission?

Secretary of CM Partners in Education

Please add any other information you would like to share.

I love our library and feel that my education background and what I have learned during my time on the Friends group that our library needs some changes/updates to keep it functioning.

Thank you for your interest in service to the community of Maxwell.

Signature

Michelle Hand

## STORY COUNTY UTILITY PERMIT

Date 9/19/22

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 S 11th St, 260th St, 19th St, and 270th St from 0.28 miles south of Shagbark Dr to 0.47 miles east of S14, a distance of 4.03 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 September 8, 2022

Interstate Power & Light Co. dba Alliant Energy  
Name of Company (Applicant - Permittee)

JD Katzenmeier

by  
Project Manager

  
Phone no.  
515-230-1296

Recommended for Approval:

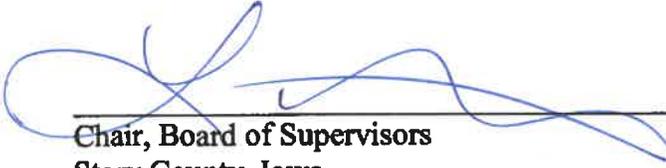
Date 9-16-22

  
County Engineer

515-382-7355  
Phone no.

Approved:

Date 9-27-22

  
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.**

BOARD OF SUPERVISORS RESOLUTION 23-24

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

WHEREAS, the following parcel of 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, Story County will receive property tax payment for the period of time the property was not owned by the City (\$221.72), and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate the pro-rated remainder of currently due and payable property taxes (\$748.28), 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 all currently due and payable taxes and penalties on the following described real estate are hereby abated:

#09-11-400-020 902 South Duff Avenue, Ames, Story County, Iowa

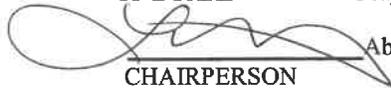
APPROVED THIS 27<sup>TH</sup> DAY OF SEPTEMBER, 2022 AT NEVADA, STORY COUNTY, IOWA.

  
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 3 Nay 0 Absent 0

  
CHAIRPERSON Above tabulation made by 2

BOARD OF SUPERVISORS RESOLUTION 23-25

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

WHEREAS, the following parcel of 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, Story County will receive property tax payment for the period of time the property was not owned by the City (\$588.80), and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate the pro-rated remainder of currently due and payable property taxes (\$1,881.20), and

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

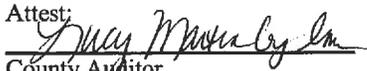
WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED, that all currently due and payable taxes and penalties on the following described real estate are hereby abated:

#09-11-400-010 906 South Duff Avenue, Ames, Story County, Iowa

APPROVED THIS 27<sup>TH</sup> DAY OF SEPTEMBER, 2022 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 3 Nay 0 Absent 0

  
CHAIRPERSON Above tabulation made by 

BOARD OF SUPERVISORS RESOLUTION 23-26

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

WHEREAS, the following parcel of 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, Story County will receive property tax payment for the period of time the property was not owned by the City (\$93.80), and

WHEREAS, the City of Ames has requested that the Story County Board of Supervisors abate the pro-rated remainder of currently due and payable property taxes (\$444.20), and

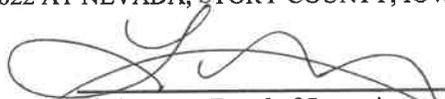
WHEREAS, §445.63 Code of Iowa states that county boards of supervisors shall abate such taxes, and

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

NOW THEREFORE BE IT RESOLVED, that all currently due and payable taxes and penalties on the following described real estate are hereby abated:

#09-11-325-060 809 South Duff Avenue (Rear), Ames, Story County, Iowa

APPROVED THIS 27<sup>TH</sup> DAY OF SEPTEMBER, 2022 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 3 Nay 0 Absent 0

 Above tabulation made by g  
CHAIRPERSON

Closure No. 23-15

Date September 22, 2022

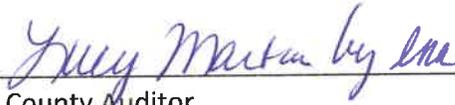
### Resolution

**BE IT RESOLVED**

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 7 Collins Twp on

290th St is close between 680th Ave and 690th Ave

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

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

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

Above tabulation made by 

Closure No. 23-16

Date September 22, 2022

### Resolution

**BE IT RESOLVED**

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 17, 20 Nevada Twp on

250th St is closed at the intersection of 19th Street

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

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

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

Above tabulation made by   
\_\_\_\_\_

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 23-21

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 4, 2022, FOR CONSIDERATION OF RESOLUTION NO. 23-22 A RESOLUTION TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY 20 ACRES OF BARE GROUND (EXACT DESCRIPTION TO BE DETERMINED BY ABSTRACT AND NEW PLAT OF SURVEY) OF COUNTY PROPERTY LOCALLY KNOWN AS 60016 160<sup>TH</sup> ST., NEVADA, IOWA, AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIR OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a Debris Staging and Reduction Site, will consider a Purchase Agreement between Story County Iowa, and Carol L Strom (aka Munson) and Kathleen Vaezi (aka Munson), to purchase the property described above;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed Purchase Agreement is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the Purchase Agreement on October 4, 2022.

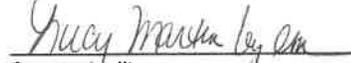
NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 4 day of October, 2022, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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

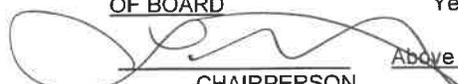
Dated this 27 day of September 2022.

  
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  
  
CHAIRPERSON

Yea 3 Nay 0 Absent 0  
Above tabulation made by 