



# Heart of Iowa Regional Transit Agency HIRTA Public Transit

Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties

## Agenda

**Zoom Meeting:** +1 312 626 6799 US (Chicago)

ID: 892 8108 5757 Password: 627357

Lisa Heddens, Board Chair, presiding

### HIRTA SPECIAL Board Meeting

Wednesday, 03/18/2026 at 2:00 p.m.

1. HIRTA Board Meeting Call to order
2. Roll call of members
3. Approval of Agenda
4. Action Items
  - A. **Authorize the CEO to proceed with land acquisition on Boone Property Exhibit 1**
    - Consider Authorizing the CEO to proceed with land acquisition on the 2.78 acre property in Boone County.
  - B. **Approve Rental Agreement with Central Iowa Expo for Bus parking Exhibit 2**
    - Consider Authorizing the CEO to sign the Rental Agreement with Central Iowa Expo for parking buses in Boone
5. Adjourn

**CHAIR**  
**Lisa Heddens**  
*Story County*

**VICE CHAIR**  
**Diane Fitch**  
*Madison County*

**TREASURER**  
**Scott Longhorn**  
*Boone County*

#### BOARD MEMBERS

**Kim Chapman**  
*Dallas County*

**Doug Cupples**  
*Jasper County*

**Steve McCombs**  
*Marion County*

**Brian Arnold**  
*Warren County*

#### CHIEF EXECUTIVE OFFICER

**Julia Castillo**

*The Heart of Iowa Regional Transit Agency (HIRTA) Board of Director meetings are open to all individuals regardless of disability. Any person requiring a reasonable accommodation to participate HIRTA at (515) 309-9283 at least two business days prior to the Meeting.*

Exhibit 1

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## FLEET STORAGE FACILITY – LAND ACQUISITION

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The project focuses on 2.78 acres of land in Boone County, specifically designated for the construction of a new fleet storage facility. This facility is essential for protecting our capital assets and improving operational efficiency in the region.

The National Environmental Policy Act (NEPA) process has been officially completed. This clearance confirms the project meets federal environmental standards, making HIRTA eligible to move forward with the land purchase.

While the formal approval in the Federal Transit Administration's (FTA) grant system (TrAMS) is still pending, staff has proactively secured Pre-Award Authority. Pre-award authority allows HIRTA to continue project development and incur eligible expenses prior to the formal grant award. These expenses will be fully reimbursable once the TrAMS process is finalized and the contract with the Iowa DOT is signed.

To date HIRTA has spent \$60,736.69 on this project. The grant is for 80% Federal funds and 20% Local match.

**Staff recommendation:** Authorize the CEO to proceed with land acquisition on the 2.78 acre property in Boone County.

Exhibit 2

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# Exhibit 2

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Central Iowa Expo  
1827 217<sup>th</sup> Street  
Boone, IA 50036  
P 515.433.6900

## FACILITY RENTAL AGREEMENT

This agreement ("the Agreement"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Central Iowa Expo, Inc. (the "Owner"), whose business address is 1827 217<sup>th</sup> Street, Boone, Iowa 50036, and the Heart of Iowa Regional Transit Agency (the "Renter") collectively, the "Parties". The parties agree as follows:

### 1. Site Rental

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following space (the "Space") on the Event Date(s) & during the hours specified under this agreement (Check all that apply):

<input type="checkbox"/>	Administration Building	<input type="checkbox"/>	SE Quadrant
<input type="checkbox"/>	NW Quadrant	<input type="checkbox"/>	West Bathrooms
<input type="checkbox"/>	SW Quadrant	<input checked="" type="checkbox"/>	East Bathrooms
<input type="checkbox"/>	NE Quadrant	<input checked="" type="checkbox"/>	Other

In addition to the License for the east bathrooms, Owner agrees to lease space to Renter for the parking of Renter's vehicles as further described below.

### 2. Event

Owner agrees to allow Renter to park 10 to 12 public transport vehicles on gravel lots inside the exhibit field, along with Renter's driver's private vehicles while they are working (the "Space"). Renter agrees to be flexible on exact location as other events are scheduled but primary use area will be the gravel lots near the SE Restroom.

The term of this Rental Agreement will be month to month with both parties having the option to cancel with thirty (30) days prior written notice. The parties understand Renter could likely need the Space for twelve (12) to eighteen (18) months.

The parties understand and agree that the Space shall not be available to Renter during the biennial (every other year) farm progress show. Rental fees shall be prorated to reflect the time period that the Space is not available to Renter.

### 3. Fees

Renter shall pay to Owner a fee of \$1,350 per month (the "Fee"), for the use of the Space. Disputed charges, if any, shall not be due and payable until resolved by the parties.

### 4. Security Deposit

No Security Deposit required

### 5. Utilities

Reasonable usage amounts of water and electric will be provided through current access points on the Owner's property as part of this Agreement. If excessive utility consumption is determined, Owner will show proof of utility bills to Renter and both parties agree to adjust the monthly fee to cover additional utility costs. Snow removal will be managed by Owner thru a third party contractor. The cost of snow removal will be billed in addition to the monthly usage fee. Owner and Renter will agree to snow removal standards prior to seeking bids from contractors.

All garbage is to be placed in the dumpster by the Admin Building. Any garbage that doesn't fit in the dumpster is the responsibility of the Renter to remove. On site bathrooms are cleaned on an "as needed" basis. Additional cleaning fees will be assessed at the rate of \$100.00/hour only if cleaning frequency has to increase by Owner staff.

## **6. Force Majeure**

Either party may terminate this Agreement without liability in the event its performance of any obligations hereunder is prevented or delayed by causes beyond its reasonable control, including but not limited to, fire, strikes or labor disputes, floods, acts of God, war, terrorism or threats thereof, civil disturbances, energy shortages, or other similar causes ("Force Majeure Event"). If this Agreement is terminated pursuant to this clause, Renter will be liable for all previous expenses incurred and the current month of occupancy will be prorated to the date of the termination of this contract, along with any future costs, only if Renter previously agreed to them. (i.e. snow removal minimum bid)

## **7. Disclaimers**

The Space shall be provided by the Owner as-is and Owner makes no warranty regarding the suitability of the Space for Renter's intended use.

## **8. Condition & Clean-up**

After the completion of the Agreement, the Renter shall return the Space to the same or similar condition as received from the Owner. A fee of \$ 100.00 per hour shall be charged to Renter by Owner if set-up/tear-down and cleaning services are required by staff.

## **9. Damages**

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense. Renter shall not be responsible for any damage to the extent such damages was the result of Owner's negligent act or omission.

## **10. Right of Entry**

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner' property, or injury to any person in or near the Space.

## **11. Indemnification**

To the extent allowed by law, Renter hereby agrees to indemnify and hold harmless Owner and its officers, directors, employees, and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's negligent use of the Space, including any negligent acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

## **12. Cancellation**

Renter may cancel this agreement by providing written notice to the Owner thirty (30) days or more in advance of such cancellation

## **13. Assignment**

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

## **14. Governing Law**

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Iowa, without regard to conflicts of law principles.

## **15. Entire Agreement**

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended unless in writing and signed by both parties.

**IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.**

**Authorized Signature of HIRTA**

**DATE**

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**CENTRAL IOWA EXPO**

**DATE**

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