

The Board of Supervisors met on 2/18/25 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Lisa Heddens (via Zoom), and Latifah Faisal (via Zoom), with Murken presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

READING RECOGNIZING NOTABLE AFRICAN AMERICANS IN STORY COUNTY HISTORY IN HONOR OF BLACK HISTORY MONTH: Murken shared the story of Willa Juanita Ewing. Ewing was the first Black student to graduate from Ames High School and the first woman of color to earn a degree from Iowa State College. She received her Bachelor of Science in Horticulture from Iowa State in 1926, and, in 1935, a Master of Science degree in Horticulture.

MINUTES: 2/11/25 Minutes – Heddens moved, Faisal seconded approving 2/11/25 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 2/20/25, in a) Facilities Management for Kent Lyons @ \$19.89/hr. Faisal moved, Heddens seconded approving personnel actions as listed. Roll call vote. (MCU)

Heddens moved, Faisal seconded approving of Consent Agenda as listed.

1. Letter of Support for the Heart of Iowa Regional Transit Agency (HIRTA) application for the PROTECT Discretionary Grant
2. Methamphetamine Drug Hot Spots Grant Program, effective 1/1/25-9/20/25, for \$5,000.00
3. Resolution #25-66, Award of Bid to Peterson Contractors Inc. for Project L-M24--73-85 for \$423,735.46 and that the Chair be Authorized to Sign the Contract Documentation on Behalf of the Board
4. Resolution #25-67, Award of Bid to Peterson Contractors Inc. for Project L-F25--73-85 for \$99,951.65 and that the Chair be Authorized to Sign the Contract Documentation on Behalf of the Board
5. Utility Permits: #25-8069, #25-8070
6. Change Order #1, Release of Claims and Notice of Acceptability of Work, for the contract with Keller Excavating, Inc. for the Hickory Grove Park Wastewater Conveyance System for \$16,714.00.00

Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 323 AN ORDINANCE AMENDING CHAPTER 86, DISTRICT REQUIREMENTS OF THE STORY COUNTY CODE OF ORDINANCES—LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO ALLOW CONCRETE AND ASPHALT CRUSHING AND STOCKPILING OF MATERIALS IN THE HI HEAVY INDUSTRIAL DISTRICT:

Andrea Wagner, Senior Planner, Planning and Development, reviewed the requested text amendment. The Board approved First Consideration, and no public comments have been received. She stated staff requests the Board approve Second Consideration and waive Third Consideration. Murken opened the public hearing at 10:06 a.m., and, hearing none, she closed the public hearing at 10:06 a.m. Faisal moved, Heddens seconded approving Ordinance No. 323, an Ordinance Amending Chapter 86, District Requirements of the Story County Code of Ordinances-Land Development Regulations for a Text Amendment to Allow Concrete and Asphalt Crushing and Stockpiling of Materials in the HI-Heavy Industrial District as put forth in case TA25-00001, as modified and presented by staff and further modified by the County Attorney's Office on Second Consideration, and waives Third Consideration. Roll call vote. (MCU)

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

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

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
2/18/25

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

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

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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. Consideration Of A Reading Recognizing Notable African Americans In Story County History In Honor Of Black History Month

Department Submitting Board of Supervisors

Documents:

BLACK HISTORY MONTH EWING.PDF

7. CONSIDERATION OF MINUTES:

I. 2/11/25 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 2/20/25, in a) Facilities Management for Kent Lyons @ \$19.89/hr;

Department Submitting HR

9. CONSENT AGENDA:

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

I. Consideration Of Letter Of Support For Heart Of Iowa Regional Transit Authority (HIRTA) Application For The PROTECT Discretionary Grant

Department Submitting Board of Supervisors

Documents:

HIRTA PROTECT.PDF

II. Consideration Of Methamphetamine Drug Hot Spots Grant Program Effective 1/1/25 - 9/20/25 For \$5,000

Department Submitting Sheriff

Documents:

2025 CAMPGRANT AWARD MATERIALS.PDF

III. Consideration Of Resolution #25-66, Award Of Bid To Peterson Contractors Inc. For Project L-M24-73-85 For \$423,735.46 And That The Chair Be Authorized To Sign The Contract Documentation On Behalf Of The Board

Department Submitting Engineer

Documents:

RES 25 66.PDF
M24 BID TABULATION.PDF

IV. Consideration Of Resolution #25-67, Award Of Bid To Peterson Contractors Inc. For Project L-F25-73-85 For \$99,951.65 And That The Chair Be Authorized To Sign The Contract Documentation On Behalf Of The Board

Department Submitting Engineer

Documents:

F25 BID TABULATION.PDF
RES 25 67.PDF

V. Consideration Of Utility Permit #25-8069, #25-8070

Department Submitting Engineer

Documents:

UT 25 8069.PDF
UT 25 8070.PDF

VI. Consideration Of Change Order #1, For \$(16,714.00), Release Of Claims, And Notice Of Acceptability Of Work For The Contract With Keller Excavating, Inc. For The Hickory Grove Park Wastewater Conveyance System

Department Submitting Conservation

Documents:

HGP WW CO1.PDF

10. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 323 An Ordinance Amending Chapter 86, District Requirements Of The Story County Code Of Ordinances—Land Development Regulations For A Text Amendment To Allow Concrete And Asphalt Crushing And Stockpiling Of Materials In The HI Heavy Industrial District—Andrea Wagner

Department Submitting Planning and Development

Documents:

ORDINANCE 323.PDF
FEBRUARY 11 STAFF REPORT.PDF
STAFF MEMO.PDF

11. UPCOMING AGENDA ITEMS:

12. 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.

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

14. 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
2/18/25

NAME

AGENCY

Crystal Davis

POS

Gandhi

POS

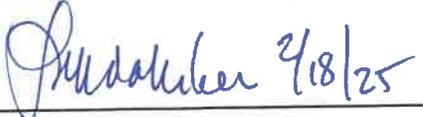
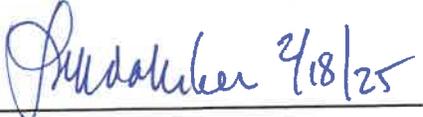
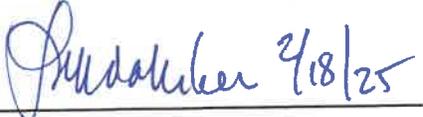
Andrea Wagner

PEID

METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319

COPS Anti-Methamphetamine Program (CAMP), ALN 16.710

Grantee: Story County Sheriff's Office	Grant # 24-CAMP-04 Grant Period: January 1, 2025 – September 30, 2025 Federal: \$5,000 Match: \$0 Total: \$5,000	
ODCP Contact: Dennis Wiggins 515-805-4141		
Program Director:	Legal Applicant:	
<p>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</p> <p style="text-align: center;">SPECIAL CONDITIONS</p> <p>Grant funding is provided to assist project with mid to high level mehtamphetamine investigations or precursor diversion investigations. Targets of investions will be shared with the Division of Intelligence to be entered into the LEIN database system. Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.</p>		
In witness wherefore, the parties hereto have executed this grant the day and year specified below.		
SIGNATURES/DATES		
		
Program Director/Date	Legal Applicant/Date	ODCP Administrator/Date

IOWA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF DRUG CONTROL POLICY (ODCP)

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; State Crisis Intervention Program (SCIP); and any other Grant administered by the Office of Drug Control Policy involving federal or state funding.

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1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul

Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal Byrne*—Justice Assistance Grant program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Office of Drug Control Policy
- d. "ODCP" means Office of Drug Control Policy.
- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.
- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the

records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 1. Housing and Community Development Act of 1974;
 2. Appalachian Regional Development Act;
 3. General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;
- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Unreasonable restrictions on competition under the award; association with federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

The Grantee monitoring responsibilities include monitoring of subrecipient compliance with this condition.

11. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and Section III, 3.7 of OJP's Financial Guide prescribe property rules and regulations.
- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

12. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. Travel.

Travel specifically identified in the grant application and budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing. The Grantee shall follow state travel policies, or special conditions set forth in the grant. Meal and lodging rates cannot exceed state rates.

In-State meal rates

- o Breakfast \$8.00
- o Lunch \$10.00
- o Dinner \$19.00

**includes tax and tip*

Out of State:

Meal rates are determined by City Level. The following link shows the level for the location you are traveling to - <https://das.iowa.gov/state-accounting/travel-relocation/out-state-travel/out-state-city-levels>

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Breakfast	\$ 8.00	\$ 8.00	\$10.00	\$12.00
Lunch	\$10.00	\$11.00	\$12.00	\$15.00
Dinner	\$19.00	\$25.00	\$29.00	\$38.00

**includes tax and tip*

In-state lodging is limited to \$80.00 plus taxes.

Out of state lodging limits are defined by the federal travel regulations (FTR) <https://www.gsa.gov/travel/plan-book/per-diem-rates>

State policy requires lodging providers to participate in Human Trafficking Prevention Training and be listed on the state's Certified Locations List.

There may be exceptions to the lodging rates when staying at the facility hosting the event. If the event location rate exceeds the rate listed above, contact our office to receive **prior approval**.

State of Iowa approval rates will apply to subrecipient travel costs. Subrecipients are encouraged to contact ODCP with questions regarding travel reimbursement rates and processes.

14. Payments.

Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Final reimbursement must be requested within 23 days after the end of the grant performance period.

Payments may be adjusted by ODCP to correct disallowances resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

15. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov

Due Date:

Due by the 23rd day of **each** month, following expenditures. Projects in good standing may elect to submit on a quarterly basis.

Final Payment shall be requested within 23 days of the end of the grant performance period.

- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

- c. Inventory Report Form
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

Due Date

30 Days from the end of the grant performance period.

- d. Annual Audit Report
If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date

For July 1st through June 30th audit is due by March 31st

16. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance with the Government Auditing Standards (July 2018 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

17. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

18. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

19. Changes in the Program.

- a. Changes in Service: Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.

- b. Changes in Location: The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. Changes in Program Director or Other Personnel: When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. Change in Legal Applicant/Grantee: This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. Change in Budget: Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

20. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

21. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No. _____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not

necessarily represent the official position or policies of the U.S. Department of Justice or the Office of Drug Control Policy.”

22. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

23. Protection of human research subjects

The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

24. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

25. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

26. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise

restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Drug Free Workplace.

Each Grantee receiving an award from the Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

28. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

29. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

30. Limited English Proficiency.

“Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org> .

31. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); Juvenile Justice Prevention Act of 1974 (34 U.S.C. § 11182(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); and U.S. Department of Justice Regulation – Partnerships with Faith-Based and Other Neighborhood Organizations (28 C.F.R. pt. 38).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to claim the exemption through OCR’s EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>. Grantees required to submit an EEOP shall submit it directly to the OCR through the online EEO Reporting tool. A copy of the certification form shall also be submitted to the ODCP. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .
- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment

- because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.
- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
 - f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
 - g. The U.S. Department of Justice, Office for Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

32. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Office of Drug Control Policy.

33. Determination of suitability required, in advance, for certain individuals who may interact with participating minors

1. Advance determination regarding suitability. The Grantee (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the Grantee or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.e., and taking into account the factors and considerations described in paragraph 4.
2. Updates and reexaminations
 - a. The Grantee (or subrecipient) must, at least every five years, update the searches described in paragraph 3.e, reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

- b. The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions

- a. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the Grantee (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee (or subrecipient). Such an individual might be an employee of a Grantee (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- b. "Participating minor." All individuals under 18 years of age participating in grant funded activities are participating minors.
- c. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include--
 - i. brief contact that is both unexpected by the Grantee (or subrecipient) and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the Grantee (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- d. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds, or "program income" for the award include both--
 - i. activities carried out under the award by the Grantee (or subrecipient); and
 - ii. actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
- e. "Current and appropriate information"
In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the Grantee's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
 - i. Public sex offender and child abuse websites/registries
A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including—

- a. the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
- b. the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- c. the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

ii. Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the Grantee or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

- a. the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
- b. the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the Grantee (or subrecipient) must consider the current and appropriate information described in paragraph 3.e.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual--

- a. Withholds consent to a criminal history search required by this condition;
- b. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- d. To the knowledge of the Grantee (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

- i. sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - ii. rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. sexual exploitation, such as through child pornography or sex trafficking;
 - iv. kidnapping;
 - v. voyeurism; or
 - e. Is determined by a federal, state, tribal, or local government agency not to be suitable.
- 5. Administration; rule of construction
 - a. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of the grant, and throughout the remainder of the period of performance.
 - b. The Grantee is to contact the ODCP with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
 - c. Nothing in this condition shall be understood to authorize or require the Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

34. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

35. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence 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 or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. 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.

36. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

37. Enforcement of State, Local, and Municipal Laws (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27B, which applies to the enforcement of state, local, and municipal laws. Grantees who are found to be in non-compliance with Iowa Code 27B are ineligible to receive funds through the ODCP.

38. Forensic Genealogy Testing

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/> download), and must collect and report the metrics identified in Section IX of that document to ODCP.

39. Facial Recognition Technology Policies

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to ODCP upon request.

40. DNA Testing of Evidentiary Materials

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from ODCP. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all

requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

41. Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

42. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

43. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

44. Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from a JAG award must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

45. Safe Policing and Law Enforcement

Grants made to State, local, college, or university law enforcement agencies shall be certified by an approved independent credentialing body or have started the certification process regarding the following two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

46. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving direct or sub-awarded JAG funding must submit accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, “meth lab operations”]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee’s Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

48. System for Award Management (SAM) and Universal Entity Identifier(UEI) Registration.

Grant recipient shall register and provide the Office of Drug Control Policy a UEI Number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

49. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient

Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50. Disclosure of "High Risk" Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of "high risk" by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

51. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance).

53. Withholding of Support, Suspension, and Termination.

- a. Withholding of Support: With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been

submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:

- 1.) Delinquency in submitting required reports;
- 2.) Failure to provide adequate management of the funds;
- 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
- 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.

b. Suspension: When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.

c. Termination:

1. Termination for Cause: The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.

2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:

a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."

c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.

d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services

provided and non-cancellable obligations incurred under this contract up to and including the date of termination.

e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:

- i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
- ii. **The Grantee** or any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- iii. The Grantee terminates or suspends its business;
- iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- vi. **The Grantee** knowingly infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
- vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.

3. Termination for Convenience. The ODCP may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever, for any reason, the ODCP determines that such termination is in the best interests of the ODCP or the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to an including the date of termination.

d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease

using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.

- e. In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g. The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

54. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.

- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

55. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense: (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.
- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.

- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

56. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

57. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

58. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

59. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward

any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

60. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, “employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee’s disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

61. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to

the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

62. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee's employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.

<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not

copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

a. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

63. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

64. State Agencies and Iowa Regent Institutions.

If the Grantee is a state agency or state of Iowa Regent Institution:

- a) Section 54 (Indemnification) and Section 56 (Status of Grantee) shall be of no force and effect.
- b) Section 55 (Warranties) shall be modified to delete the phrase "and warrants" each time said phrase is mentioned. Additionally, the following sentence shall be deleted from 51(b): "In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section."
- c) Section 61 (Ownership of Deliverables) shall be modified to add the following sentence: The ODCP and State agree to provide to Grantee a non-exclusive, royalty-free license to use the Deliverables for its own research and educational purposes, for the purpose of complying with this Grant, and for any purpose authorized or required by federal or state law.

Revised November 28, 2023

Iowa Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (*agency*) _____ I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa Office of Drug Control Policy Grant Program.

(Legal Applicant – Print or Type)

(Signature Legal Applicant) (Date)

(Program/Project Director – Print or Type)

(Signature Program/Project Director) (Date)

Iowa Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

_____ (*contracting agency*) has entered into an agreement with _____ (*Legal Applicant*) to provide services through a grant provided by the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

Iowa Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Office of Drug Control Policy a Unique Entity Identification (UEI) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

Iowa Office of Drug Control Policy

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: _____

2. Title/Address: _____

3. Telephone Number: _____

4. Number of persons employed by the agency responsible for administering this grant:

Iowa Office of Drug Control Policy

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

CERTIFICATION

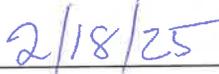
I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

Signature - Project Director



Signature - Legal Applicant

Date



Date

Iowa Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Iowa Office of Drug Control Policy

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
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 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 title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
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 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 and/or debarment.

Iowa Office of Drug Control Policy

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

Organization Name

Name and Title of Authorized Representative

Signature

Date

Iowa Office of Drug Control Policy

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No 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 Federal 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.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual

Signature and Date

Certificate Of Completion

Envelope Id: A4C170E0-DDFD-4CE4-8EA6-34355ED8F293

Status: Sent

Subject: 2024 CAMP Grant Award Materials

Source Envelope:

Document Pages: 42

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Dennis Wiggins

AutoNav: Enabled

215 E 7th St

Envelope Stamping: Enabled

Pape State Office Building - Fifth Floor

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Des Moines, IA 50319

wiggins@dps.state.ia.us

IP Address: 165.206.16.130

Record Tracking

Status: Original

Holder: Dennis Wiggins

Location: DocuSign

2/12/2025 7:59:50 AM

wiggins@dps.state.ia.us

Signer Events

Signature

Timestamp

Nicholas Hochberger

nhochberger@storycountyowa.gov

Security Level: Email, Account Authentication
(None)

Sent: 2/12/2025 8:35:07 AM

Electronic Record and Signature Disclosure:

Accepted: 12/17/2024 11:02:39 AM

ID: a98abb3e-4817-4138-8c47-f0a0bcea4111

Latifah Faisal

lfaisal@storycountyowa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/18/2024 7:01:43 AM

ID: d5112594-9039-431d-9fc5-c735ba6e89ee

Susie M. Sher

Sher@dps.state.ia.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dennis Wiggins

wiggins@dps.state.ia.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Craig Triplett triplett@dps.state.ia.us Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2025 8:35:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Iowa Governor's Office of Drug Control Policy (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Iowa Governor's Office of Drug Control Policy:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: susie.sher@iowa.gov

To advise Iowa Governor's Office of Drug Control Policy of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at susie.sher@iowa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Iowa Governor's Office of Drug Control Policy

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to susie.sher@iowa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Iowa Governor's Office of Drug Control Policy

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to susie.sher@iowa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Iowa Governor's Office of Drug Control Policy as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Iowa Governor's Office of Drug Control Policy during the course of your relationship with Iowa Governor's Office of Drug Control Policy.

STORY COUNTY UTILITY PERMIT

Date 2-13-25

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light (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 electric on secondary route Multiple Routes, from Old Bloomington Rd. to 180th Street, a distance of 5 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Please see attached.

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. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

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 in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

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 1/30/25

Interstate Power & Light (Alliant Energy)- Luke Feilmeier
Name of Company (Applicant - Permittee)

Luke Feilmeier Digitally signed by Luke Feilmeier
DN: cn=Luke Feilmeier, o=Alliant, ou=
email=luke.feilmeier@alliantenergy.com, c=US
Date: 2025.01.30 12:07:43 -0500 (515) 268-3433
by Phone no.

Recommended for Approval:

Date 2-15-25


County Engineer 515-382-7355
Phone no.

Approved:

Date 2-18-25


✓ Chair, Board of Supervisors
Story County, Iowa

A plat shall be attached to the copy submitted.

Interstate Power & Light (Alliant Energy) is proposing Life Extension/Maintenance work along Old Bloomington Rd., N Dayton Ave., Dayton PKWY, E 190th Street, 190th Street, North Fork Rd., Quail Ridge Rd., Michael Ln., Katie Ln., Pintail Ridge Ln., Pheasant Ridge Ln., Lakeview Dr., Tullamore Ln., & Bantry Ct. north of Ames in Story County. Work will generally consist of fixing broken ground wires, installing new cutouts, fuses and arresters, installing new OH transformers, installing guy guards, & tightening loose down guys and installing one new pole with 1PH transformer and anchor. Please see plans for further details. New installations are in red, retirements are in blue.

1-09

Permit Number 25-8070

STORY COUNTY UTILITY PERMIT

Date 2-13-25

To the Board of Supervisors, Story County, Iowa:

The Lumen (Centurylink) Company, incorporated under the laws of Iowa, with its principal place of business at Bettendorf, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route Center line of N 560th Ave to Story County Right of Way, a distance of .0094697 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 02/11/2025

Lumen (Centurylink)
Name of Company (Applicant - Permittee)

Amy Fairman 6814431186
by Phone no.

Recommended for Approval:

Date 2-12-25


County Engineer 515-382-7355
Phone no.

Approved:

Date 2-18-25


Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



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

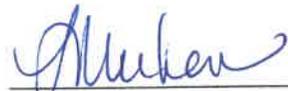
Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Jacob Smith, Operations Supervisor
Date: February 18, 2025
Re: Consideration of Change Order #1, in the amount of \$(16,714.00), Release of Claims, and Notice of Acceptability of Work for the Contract with Keller Excavating, Inc. for the Hickory Grove Park Wastewater Conveyance System.

The attached Change Order is the first and final change order for the Hickory Grove Park Wastewater Conveyance construction project. This change order makes final adjustments to contract quantities. The change order calls for a decrease in contract price, of \$16,714.00, based on quantity reductions.

The attached Release of Claims and Notice of Acceptability of Work constitute the final closeout documents for the project. The Release of Claims accepts and acknowledges that the contractor has released Story County of any future claims. The Notice of Acceptability of Work accepts and acknowledges that the Project Engineer has deemed the work performed acceptable.

Staff urges your approval.


Approval

2-18-25
Date

Disapproval

Date



GARDEN & ASSOCIATES, LTD

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2091

February 6, 2025

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Re: Wastewater Conveyance System
Hickory Grove Park
Story County, Iowa
2023
G&A 3122332

Enclosed via email are the following items for consideration and action by the Board of Supervisors, in order to close out the above referenced project:

- Change Order No. 1 (final quantities)
- Pay Application No. 4 (final)
- Pay Application No. 5 (release retainage)
- Release of Claims
- Notice of Acceptability of Work

Please note that payment of the amount approved in Pay Application No. 5 (release retainage) cannot be made to the Contractor prior to 31 days following final acceptance of the project to allow for filing of claims by subcontractors and/or suppliers; if no claims are filed, retainage should be released.

With execution of the Change Order, Pay Applications, Release of Claims, and the Notice of Acceptability of Work, the above reference project will be completed and the **two year warranty period will begin retroactive as of January 28, 2025.**

If acceptable, please execute each document and distribute as follows; send one copy to Keller Excavating, Inc. with payment and email the documents to Garden & Associates.

We appreciated the opportunity to work on this project with Story County Board of Supervisors; we trust the improvements will provide many years of reliable service.

If you have any questions, please contact me at 641-672-2526.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Matthew J. Walker, P.E.

Enclosures: Listed above

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

CHANGE ORDER NO.: 1

Owner:	Story County Board of Supervisors	Owner's Project No.:	
Engineer:	Garden & Associates, Ltd	Engineer's Project No.:	3122332
Contractor:	Keller Excavating, Inc.	Contractor's Project No.:	
Project:	Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023		
Contract Name:	Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023		
Date Issued:	January 28, 2025	Effective Date of Change Order:	January 28, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: **Final quantities adjustments**

Attachments: **Attachment to Change Order No. 1 - Final**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 794,520.00	Original Contract Times: Substantial Completion: August 30, 2024 Ready for final payment: September 30, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No.1 Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 794,520.00	Contract Times prior to this Change Order: Substantial Completion: August 30, 2024 Ready for final payment: September 30, 2024
Decrease this Change Order: \$ 16,714.00	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 777,806.00	Contract Times with all approved Change Orders: Substantial Completion: August 30, 2024 Ready for final payment: September 30, 2024

Recommended by Engineer (if required)

By: Matthew J. Walker
 Title: Matthew J. Walker, Engineer
 Date: 2-6-2025

Authorized by Contractor

Talaya Yellow

 Secretary/Treasurer

 1/31/2025

Authorized by Owner

By: [Signature]
 Title: Vice-Chair
 Date: 2-18-25

Approved by Funding Agency (if applicable)

N/A

Attachment to Change Order No. 1 - Final

Owner: Story County Board of Supervisors
Engineer: Garden & Associates, Ltd
Contractor: Keller Excavating, Inc.
Project: Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Contract: Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023

Effective Date: 01/28/25 **Engineer's Project No.:** 3122332

Bid Item No.	Description	Contract Information				Final Quantities		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Change CO#1	Adjusted Quantity	Adjusted Value
Original Contract								
1	Mobilization	1.00	LS	\$60,000.00	60,000.00	-	1.00	60,000.00
2	Stabilizing Material	20.00	CY	\$50.00	1,000.00	(20.00)	-	-
3.A	Force Main - Trenchless Pipe - 4" PVC RJ SDR 21	3,700.00	LF	\$25.00	92,500.00	-	3,700.00	92,500.00
4.A	Force Main - Trenchless Pipe and Casing - 8" PVC RJ SDR 21	340.00	LF	\$60.00	20,400.00	-	340.00	20,400.00
5	Surfacing Replacement - Granular Surfacing	50.00	TONS	\$50.00	2,500.00	-	50.00	2,500.00
6.A	Field and Drain Tile Lines - Perpendicular to Trench	150.00	LF	\$25.00	3,750.00	(150.00)	-	-
6.B	Field and Drain Tile Lines - Parallel to Trench	150.00	LF	\$25.00	3,750.00	(150.00)	-	-
7	Remove and Replace Manhole	1.00	LS	\$10,000.00	10,000.00	-	1.00	10,000.00
8.A	Force Main - Trenched Pipe - 4" PVC RJ SDR 21	14,960.00	LF	\$22.00	329,120.00	(487.00)	14,473.00	318,406.00
9	Manual Air Release	7.00	EA	\$2,500.00	17,500.00	1.00	8.00	20,000.00
10	Lift Station	1.00	LS	\$222,000.00	222,000.00	-	1.00	222,000.00
11	Flow Meter Structure	1.00	LS	\$24,000.00	24,000.00	-	1.00	24,000.00
12	Force Main Connection	1.00	LS	\$8,000.00	8,000.00	-	1.00	8,000.00
Original Contract Total					\$ 794,520.00			\$ 777,806.00

RELEASE OF CLAIMS

CONTRACTOR, on behalf of itself, its subsidiaries, its affiliated entities, and each of their partners, respective shareholders, directors, officers, employees, agents, and attorneys and their predecessors, successors, and assigns (collectively "CONTRACTOR") hereby waives, releases and discharges OWNER, its officers, directors, employees and agents from and all actions, causes of action, claims and liabilities of any kind which in any manner arise from, relate to or are involved by CONTRACTOR's WORK on the PROJECT as defined by the CONTRACT DOCUMENTS. The waived, released and discharged actions, causes of action, claims and liabilities shall be forever barred once CONTRACTOR accepts final payment.

The releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied.

Project: Wastewater Conveyance System
Hickory Grove Park
Story County, Iowa – 2023

CONTRACTOR: KELLER EXCAVATING, INC.

By: Taloyre Keller
Name: Taloyre Keller
PRINT
Title: Secretary/Treasurer
Date: 1/31/2025

OWNER: STORY COUNTY BOARD OF SUPERVISORS

By: Murken
Name: LINDA MURKEN
PRINT
Title: Vice Chair
Date: 2-18-25

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023

OWNER: Story County Board of Supervisors

CONTRACTOR: Keller Excavating, Inc.

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: _____

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: December 19, 2023

TOTAL COST OF WORK AS COMPLETED: \$777,806.00

ENGINEER: GARDEN & ASSOCIATES, LTD

NOTICE DATE:

To: Story County Board of Supervisors
Owner

And To: Keller Excavating, Inc.
Contractor

From: Garden & Associates, LTD
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated January 28, 2025 and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project

(including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

ENGINEER: GARDEN & ASSOCIATES, LTD

By: Matthew J Walker

Title: Matthew J. Walker, Engineer

Dated: 2-6-2025

The CONTRACTOR shall guarantee materials and equipment furnished and construction performed by providing a PERFORMANCE BOND which shall remain in full force and effect for a period of two (2) years from date of acceptance by OWNER.

ACCEPTED BY OWNER

Story County Board of Supervisors

By: [Signature]

Title: vice-chair

Dated: 2/18/25

ACCEPTED BY CONTRACTOR

Keller Excavating, Inc.

By: Talique Keller

Title: Secretary/Treasurer

Dated: 1/31/2025

2484

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Jetco Inc
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

Wastewater Conveyance System Pump Control Panel for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and

designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, Jetco Inc
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 61,986.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the undersigned to or for the account of said Keller Excavating, Inc for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 4th day of February, 2025.

Jetco Inc.
Name of Manufacturer, Materialman, or Subcontractor



Beth A. Stout

By: [Signature]

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, DSG
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

Pipe Material for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and
designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, DSG
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ \$ 5411.43, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said Keller Excavating, Inc for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 31st day of January, 2025.

DSG
Name of Manufacturer, Materialman, or Subcontractor

By: Robyn McNellie

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Pollution Control Systems, Inc.
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

pumps and basin for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors and
designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, Pollution Control Systems, Inc.
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 65,741.13, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said Keller Excavating for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 3 day of Feb, 2025.

Pollution Control Systems, Inc
Name of Manufacturer, Materialman, or Subcontractor

By: [Signature]

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, ELECTRIC PUMP LLC
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

THERM CRANE for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and

designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, ELECTRIC PUMP LLC,
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 3,219.16, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the undersigned to or for the account of said KELLER EXCAVATING G for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 3RD day of FEBRUARY, 2025.

ELECTRIC PUMP LLC
Name of Manufacturer, Materialman, or Subcontractor

By: [Signature]

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Lincoln Winwater Works
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

pipe, gaskets, fittings. for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and

designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, Lincoln Winwater Works
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 208,036.87, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said Keller Excavating Inc. for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 3 day of February, 2025

Lincoln Winwater Works
Name of Manufacturer, Materialman, or Subcontractor

By: _____
President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Iowa Plains Signing, Inc.
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

Traffic Control Material for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and

designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, Iowa Plains Signing, Inc.,
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ \$2,273.75, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said Keller Excavating, Inc for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 3 day of February, 202025.

Iowa Plains Signing, Inc.
Name of Manufacturer, Materialman, or Subcontractor

By: Jeff Kouldalka
President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Iowa Water Waste Systems LLC
Name of Manufacturer, Materialman, or Subcontractor

has furnished to Keller Excavating, Inc. the following:
Name of Contractor

Contract labor for use in the construction
Kind of Material and Services Furnished

of a project belonging to Story County Board of Supervisors, and

designated as, Wastewater Conveyance System, Hickory Grove Park, Story County, IA 2023
Name of Project

NOW, THEREFORE, the undersigned, IWWS,
Name of Manufacturer, Materialman, or Subcontractor

for and in consideration of \$ 92,530, and other good and valuable consideration,
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,
or right to or claim of lien, on the above described project and premises, under any law, common
or statutory, on account of labor or materials, or both, hereto or hereafter furnished by the
undersigned to or for the account of said IWWS for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this 2nd day of Feb, 2025.

IWWS
Name of Manufacturer, Materialman, or Subcontractor

By: [Signature]

President, Vice-President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by
Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

Prepared by and return to: The Story county Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

RESOLUTION #25-66

Story County Board of Supervisors

Award of Bid for Project L-M24--73-85

Bridge Replacement - CCSB – On 610th Ave. Over West Indian Creek, on the W. Line of Section 24-84-23.

BE IT RESOLVED, by the Story County Board of Supervisors, as follows:

Section 1: That the bid for L-M24--73-85 be awarded to the low bidder, PETERSON CONTRACTORS INC., REINBECK, IA, for the total cost of \$423,735.46.

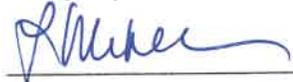
Section 2: That the chair be authorized to sign the contract documents on behalf of the board.

Section 3: That this resolution shall take effect immediately.

Adopted this 18th day of February, 2025

Recommended Approval by:

 2-12-25
Darren R Moon, P.E. Date
County Engineer

voice 
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 3 Nay 0 Absent 0

CHAIRPERSON Above tabulation made by 

L-M24-73-85 Bid Tabulation
 Story County
 Work Type: Bridges
 Letting Date: 2/11/2025 10:00 AM

Engineer's Estimate

Apparent Low Bid
 PETERSON CONTRACTORS INC. HERBERGER CONSTRUCTION CO.,
 104 BLACK HAWK INC.
 REINBECK, IA 50669-0155 2508 WEST 2ND AVENUE

Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850001 CLEARING AND GRUBBING	ACRE	.9	\$5,000.00	\$4,500.00				
2	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,013.6	\$15.00	\$15,204.00				
3	2102-2710090 EXCAVATION, CLASS 10, WASTE	CY	159.6	\$15.00	\$2,394.00				
4	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	CY	40.0	\$20.00	\$800.00				
5	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	250.6	\$25.00	\$6,265.00				
6	2401-6745625 REMOVAL OF EXISTING BRIDGE	LS	1.00	\$60,000.00	\$60,000.00				
7	2402-2720000 EXCAVATION, CLASS 20	CY	100	\$60.00	\$6,000.00				
8	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	CY	181.1	\$1,250.00	\$226,375.00				
9	2404-7775000 REINFORCING STEEL	LB	46,636	\$2.00	\$93,272.00				
10	2414-6424124 CONCRETE OPEN RAILING, TL-4	LF	182.9	\$150.00	\$27,435.00				
11	2501-0201042 PILES, STEEL, HP 10 X 42	LF	1,110	\$80.00	\$88,800.00				
12	2501-5478042 CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)	LF	171.200	\$150.00	\$25,680.00				
13	2507-3250005 ENGINEERING FABRIC	SY	301.6	\$5.00	\$1,508.00				
14	2507-6800061 REVETMENT, CLASS E	TON	232.400	\$80.00	\$18,592.00				
15	2507-6875002 REVETMENT, REMOVE AND REPLACE	CY	12.0	\$60.00	\$720.00				
16	2528-2518000 SAFETY CLOSURE	EACH	4	\$175.00	\$700.00				
17	2528-8445110 TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00				
18	2533-4980005 MOBILIZATION	LS	1.00	\$75,000.00	\$75,000.00				
19	2602-0000030 SILT FENCE FOR DITCH CHECKS	LF	160.0	\$6.00	\$960.00				
20	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	240.0	\$6.00	\$1,440.00				
Contract Totals				TOTAL=	\$658,645.00	TOTAL=	\$423,735.46	TOTAL=	\$536,992.28

Prepared by and return to: The Story county Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

RESOLUTION #25-67

Story County Board of Supervisors

Award of Bid for Projects L-F25--73-85

RCB Culvert Replacement - Single Box – On Stagecoach Rd., over No Name Stream,
Section 25-84-24

BE IT RESOLVED, by the Story County Board of Supervisors, as follows:

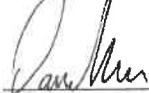
Section 1: That bid for L-F25--73-85 be awarded to the low bidder, PETERSON CONTRACTORS INC., REINBECK, IA for the total cost of \$99,951.65.

Section 2: That the chair be authorized to sign the contract documents on behalf of the board.

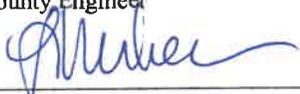
Section 3: That this resolution shall take effect immediately.

Adopted this 18th day of February, 2025

Recommended Approval by:



Darren R Moon, P.E. Date 2-12-25
County Engineer



✓ 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 

L-F25-73-85 Bid Tabulation
 Story County
 Work Type: Box Culverts
 Letting Date: 2/11/2025 10:00 AM

Engineer's Estimate

Apparent Low Bid

PETERSON CONTRACTORS INC.
 104 BLACK HAWK
 REINBECK, IA 50669-0155

ROGNES BROS. EXCAVATING, INC.
 205 N MILL ST.
 LAKE MILLS, IA 50450-0086

PROGRESSIVE STRUCTURES, LLC
 PO BOX 170
 LUXEMBURG, IA 52055

Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850001 CLEARING AND GRUBBING	ACRE	.2	\$6,000.00	\$1,200.00						
2	2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	47.1	\$20.00	\$942.00						
3	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	119.8	\$15.00	\$1,797.00						
4	2104-2710020 EXCAVATION, CLASS 10, CHANNEL	CY	34.7	\$30.00	\$1,041.00						
5	2110-3825010 GRANULAR MATERIAL	TON	45.0	\$65.00	\$2,925.00						
6	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LS	1.00	\$7,500.00	\$7,500.00						
7	2402-2720000 EXCAVATION, CLASS 20	CY	216	\$15.00	\$3,240.00						
8	2415-2111406 PRECAST CONCRETE BOX CULVERT, 14 FT. X 6 FT.	LF	42.000	\$1,250.00	\$52,500.00						
9	2415-2201406 PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 14 FT. X 6 FT.	EACH	2.000	\$24,000.00	\$48,000.00						
10	2507-3250005 ENGINEERING FABRIC	SY	43.6	\$5.00	\$218.00						
11	2507-6800061 REVETMENT, CLASS E	TON	15.000	\$75.00	\$1,125.00						
12	2528-2518000 SAFETY CLOSURE	EACH	4	\$200.00	\$800.00						
13	2528-8445110 TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00						
14	2533-4980005 MOBILIZATION	LS	1.00	\$7,500.00	\$7,500.00						

Contract Totals TOTAL = \$131,288.00 TOTAL = \$99,951.65 TOTAL = \$112,791.40 TOTAL = \$118,137.60

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

**Please return to:
Planning & Development**

**STORY COUNTY IOWA
ORDINANCE NO. 323
AN ORDINANCE AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS
AND CHAPTER 86 DISTRICT REQUIREMENTS OF THE STORY COUNTY CODE OF
ORDINANCES – LAND DEVELOPMENT REGULATIONS FOR A TEXT AMENDMENT TO
ALLOW CONCRETE AND ASPHALT CRUSHING AND STOCKPILING OF MATERIALS IN
THE HI HEAVY INDUSTRIAL DISTRICT**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. An Ordinance amending Chapter 85, General Provisions and Definitions and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations.

Section 2. Proposed Amendments. The amendment is as shown in Attachment A of this ordinance and is summarized below.

- Chapter 85, General Provisions and Definitions
 - Add definition of “Concrete and Asphalt Recycling” as follows:
 - “Concrete and Asphalt Recycling” means the process of crushing removed concrete and asphalt pieces until they are to a size and/or gradation that can be used for another purpose by using a crushing machine.”
- Chapter 86, District Requirements
 - Amend Section 86.11 HI Heavy Industria District to add:
 - C. Concrete mixing, concrete products manufacture, and concrete and asphalt recycling and stockpiling of materials, subject to the following standards:
 - (1) A minimum of a 15 net-acre parcel is required for concrete and asphalt recycling and stockpiling
 - (2) Concrete and asphalt crushers cannot be located within 1,000 feet of an existing dwelling.
 - (3) Concrete and asphalt crushers may only operate during the hours of 7:00 am to 7:00 pm.
 - (4) The applicant shall submit plans detailing dust suppression systems and noise barriers subject to the approval of the Planning and Development Director.

ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea___ Nay___ Absent___
Lisa Heddens Yea___ Nay___ Absent___
Linda Murken Yea___ Nay___ Absent___

ALLOWED BY VOTE
OF BOARD

Yea___ Nay___ Absent___

Linda Murken
Vice-CHAIRPERSON

Above tabulation made by _____

ATTACHMENT A

Chapter 85, General Provisions and Definitions

Amend 85.08 Definitions to include definition of “Concrete and Asphalt Recycling” as follows:

“Concrete and Asphalt Recycling” means the process of crushing removed concrete and asphalt pieces until they are to a size and/or gradation that can be used for another purpose by using a crushing machine.

Chapter 86, District Requirements

Amend 86.11 HI Heavy Industrial District as follows:

86.11 HI Heavy Industrial District

2. Principal Permitted Uses. Only the use of structures and/or land listed in this section shall be permitted in the HI Heavy Industrial District.

A. Bulk storage of petroleum products.

B. Cement, hydrated lime, gypsum, and other similar materials manufacture.

C. Concrete mixing, concrete products manufacture, and concrete and asphalt recycling and stockpiling of materials, subject to the following standards:

- (1) A minimum of a 15 net-acre parcel is required for concrete and asphalt recycling and stockpiling
- (2) Concrete and asphalt crushers cannot be located within 1,000 feet of an existing dwelling.
- (3) Concrete and asphalt crushers may only operate during the hours of 7:00 am to 7:00 pm.
- (4) The applicant shall submit plans detailing dust suppression systems and noise barriers subject to the approval of the Planning and Development Director.

Action upon FIRST Consideration: Approval
DATE: February 11, 2025

Moved by: Faisal
Seconded by: Murken
Voting Aye: Faisal, Murken, Heddens
Voting Nay: None
Not Voting: None
Absent: None

Action upon SECOND Consideration: Approval
DATE: February 18, 2025

Moved by: Faisal
Seconded by: Heddens
Voting Aye: Faisal, Heddens, Murken
Voting Nay: None
Not Voting: None
Absent: None

Action upon THIRD Consideration: Waived
DATE: February 25, 2025

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

ADOPTED THIS 18th day of February, 2025.

[Signature]
Vice-Chairperson, Board of Supervisors

Attest: [Signature]
County Auditor



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Senior Planner
RE: Second Consideration of Ordinance 323, Amending sections of Chapter 85, General Provisions and Definitions and Chapter 86, District Requirements of the Story County Code of Ordinances – Land Development Regulations for a Text Amendment to Allow Concrete and Asphalt Crushing and Stockpiling of Materials in the HI Heavy Industrial District
MEETING: February 18, 2025

Introduction

The applicant submitted a Code of Ordinance text amendment request proposing to amend sections of Chapter 85, General Provisions and Definitions and Chapter 86, District Requirements to allow for the recycling of concrete and asphalt in the HI, Heavy Industrial zoning district. After the February 5, 2025, Planning and Zoning Commission meeting, Assistant County Attorney Crystal Rink provided suggestions to clarify the modifications staff proposed to the applicant's language.

Upon first consideration, at their February 11, 2025, meeting, the Board of Supervisors moved to approve Ordinance 323 to approve the Code of Ordinance Text Amendment as put forth in case TA25-000001, as modified and presented by staff and recommended by the Planning and Zoning Commission, and further modified by the County Attorney's office. The Board set second consideration for February 18, 2025.

No public comment was received at either the Planning and Zoning Commission meeting or during the Board of Supervisors first consideration. Planning and Development staff has not received any public comments in the interim. Staff requests that the Board of Supervisors waive third consideration.

A copy of Ordinance 323 is posted to the agenda center in addition to this memo. The original staff report from the February 11th Board meeting is also included.

Recommendation

Staff recommends that the Story County Board of Supervisors approve Ordinance 323 approving the Code of Ordinance Text Amendment as put forth in case TA25-000001, as modified and presented by staff and recommended by the Planning and Zoning Commission and further modified by the County Attorney's Office, and waive third consideration (alternative 2).



- 1) The Story County Board of Supervisors approves Ordinance 323, approving the Code of Ordinance Text Amendment, as put forth in case TA25-000001 on second consideration and waives third consideration.
- 2) **The Story County Board of Supervisors approves Ordinance 323, approving the Code of Ordinance Text Amendment as put forth in case TA25-000001, as modified and presented by staff and recommended by the Planning and Zoning Commission and further modified by the County Attorney's Office on second consideration and waives third consideration.**
- 3) The Story County Board of Supervisors denies of the Code of Ordinance Text Amendment, as put forth in case TA25-000001 on second consideration and schedule third consideration for February 25, 2025.
- 4) The Story County Board of Supervisors defers action on the second consideration of Ordinance 323 approving the Code of Ordinance Text Amendment, as put forth in case TA25-000001, and requests the applicant and/or staff to further review and/or modify the application, and directs staff to place this item on a future Board of Supervisors meeting.



Staff Report

Story County Board of Supervisors

Date of Meeting:
February 11, 2025

Case Number TA25-000001

Amending the Principal Permitted Uses in Chapter 86 of the
Code of Ordinances

APPLICANT: Rachel Kesterson, on behalf of Manatt's Inc.
1775 Old 6 Road
Brooklyn, IA 52211



STAFF PROJECT MANAGER: Andrea Wagner, Senior Planner

Planning and Development received a request to amend the principal permitted uses in the HI, Heavy Industrial zoning district (Chapter 86.11) to explicitly allow the recycling of concrete and asphalt via crushing and stockpiling of materials. After review by staff, the applicant also provided language to add to Chapter 85, General Provisions and Definitions, to add a definition for concrete and asphalt recycling.

At their February 5, 2025, meeting, the Planning and Zoning Commission voted (5-0) to recommend approval of the proposed text amendment, as modified and presented by staff. On February 6, 2025, the Assistant County Attorney, as a member of the interagency review team, suggested modifications to the proposed language for clarity. Those modifications are reflected in this staff report, as well as in Ordinance 323, which is posted to the agenda, and staff recommends approval of Ordinance 323 as modified by the Assistant County Attorney and presented today.



Background

Nature of Request

The applicant submitted a Code of Ordinance text amendment request proposing to amend Chapter 86—District Requirements, by adding that, in the HI, Heavy Industrial district, crushing and stockpiling concrete and asphalt is explicitly allowed.

This application came about through conversations with Manatt’s regarding property on South Dayton Avenue where Manatt’s currently has stockpiled materials and has held Conditional Use Permits (CUPs) to operate batch plants in conjunction with mineral extraction.

Neither the CUP process, nor the zoning district requirements currently allow for the recycling of concrete through stockpiling and crushing of old material. Manatt’s is interested in a text amendment so that those types of operations would become a use by right and not require CUPs.

Applicant’s Proposal

The applicant submitted the proposed language below for the HI zoning district:

86.11 HI Heavy Industrial District

2. Principal Permitted Uses. Only the use of structures and/or land listed in this section shall be permitted in the HI Heavy Industrial District.

- A. Bulk storage of petroleum products.
- B. Cement, hydrated lime, gypsum, and other similar materials manufacture.
- C. Concrete mixing, concrete products manufacture, and concrete and asphalt crushing and stockpiling of materials

Staff also asked the applicant to supply language for a new definition of concrete and asphalt recycling to be added to Chapter 85.08 so that the proposed use would be clearly defined within the Land Development Regulations. They supplied the following:

“Concrete and Asphalt Recycling” – the process of crushing removed concrete and asphalt pieces until they are to a size and/or gradation that can be used for another purpose by using a crushing machine.

Original County Staff Proposal

After review of the Story County Land Development Regulations, the Cornerstone to Capstone (C2C) Plan, and areas where stockpiling of minerals, as well as batch plant operation, has generally occurred, staff does support a text amendment to Chapter 86.11, HI, Heavy Industrial District, with modifications as shown below.



86.11 HI HEAVY INDUSTRIAL DISTRICT.

2. Principal Permitted Uses. Only the use of structures and/or land listed in this section shall be permitted in the HI Heavy Industrial District.

- A. Bulk storage of petroleum products.
- B. Cement, hydrated lime, gypsum, and other similar materials manufacture.
- C. Concrete mixing, concrete products manufacture, and
 - (1) Concrete and asphalt recycling and stockpiling of materials, subject to the following standards:
 - a. A minimum of a 15 net-acre parcel is required for concrete and asphalt crushing and stockpiling
 - b. Concrete and asphalt crushers cannot be located within 1,000 feet of an existing dwelling.
 - c. The crusher itself may only operate during the hours of 7:00 am to 7:00 pm.
 - d. The applicant shall submit plans detailing dust suppression systems and noise barriers.

Staff made one minor modification to the submitted definition of concrete and asphalt recycling simply for it to be in keeping with the rest of the definitions contained in Chapter 85.08:

“Concrete and Asphalt Recycling” means the process of crushing removed concrete and asphalt pieces until they are to a size and/or gradation that can be used for another purpose by using a crushing machine.

Analysis

92.07(2) Standards for Approval. All applications for text amendments shall satisfy the following standards for such requested action to be approved:

- A. The proposed amendment shall conform to the Story County Cornerstone to Capstone Plan (C2C Plan).
- B. The proposed amendment shall conform to the scope and purpose of the Ordinance.

The applicant’s full justification for the proposed text amendment can be found in Appendix A of this staff report, but parts of their justification have been summarized below.



The applicant states that, “Previously, Chapter 86.11 prohibited concrete and asphalt crushing and stockpiling of materials within the jurisdiction. However, changes in industry practices, advancements in material recycling technologies, and increased demand for sustainable construction practices have prompted a reassessment of this restriction. Allowing these activities under carefully defined conditions supports waste reduction and promotes resource reuse, aligning with modern environmental and economic goals.”

Staff does find that the proposed amendment conforms to Chapter 5—Land Use—of the Cornerstone to Capstone (C2C) Plan. The Zoning Compatibility Matrix in Chapter 5 indicates that the HI, Heavy Industrial zoning district is a match for the Commercial-Industrial future land use areas, as well as the Urban Expansion future land use area.

Principles of Commercial-Industrial Areas and Urban Expansion Areas include that preference should be given to “clustering uses to limit short-term and long-term costs associated with infrastructure improvements and the distribution of public services,” and to “Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized.”

Allowing concrete and asphalt recycling through the HI, Heavy Industrial zoning district, would be in keeping with principles of the Commercial-Industrial and Urban Expansion areas, as these future land use areas are clustered adjacent to city limits, thereby making it logical to allow industrial development that requires access to paved roads and/or highways but is appropriate to be located in the unincorporated area until such time the area is annexed.

In the Land Development Regulations, Chapter 86.11, the statement of intent for the HI, Heavy Industrial zoning district is:

“The HI Heavy Industrial District is intended and designed to accommodate uses of a heavy industrial nature. The purpose of this District is to permit the normal operation of industry subject to regulation of those nuisance factors which may be detrimental to adjacent properties. This district should be located only in sound industrial locations with direct access to highways and other needed transportation facilities and utilities. No residences shall be permitted in this District.”

Staff finds that the addition of concrete and asphalt crushing and stockpiling of materials is well-suited to the HI, Heavy Industrial zoning district and will also help meet the needs of current industry practices.

Commentary

The following comments are part of the official record of the proposed **Text Amendment to the principal permitted uses in Chapter 86, Case No. TA25-000001**. If necessary, conditions of approval may be formulated based off these comments.



Comments from the Interagency Review Team

Per 92.07(C), text amendment applications are reviewed by the interagency review team. Staff routed the application on January 21, 2025.

On February 6, 2025, an Assistant County Attorney, Crystal Rink, suggested modifications to staff's proposed language for Ordinance 323. These modifications improve the clarity of the ordinance, and staff now recommends that Ordinance 323 be approved with the language as modified by Assistant County Attorney Rink. That language is below:

86.11 HI Heavy Industrial District

2. Principal Permitted Uses. Only the use of structures and/or land listed in this section shall be permitted in the HI Heavy Industrial District.

A. Bulk storage of petroleum products.

B. Cement, hydrated lime, gypsum, and other similar materials manufacture.

C. Concrete mixing, concrete products manufacture, and concrete and asphalt recycling and stockpiling of materials, subject to the following standards:

- (1) A minimum of a 15 net-acre parcel is required for concrete and asphalt recycling and stockpiling
- (2) Concrete and asphalt crushers cannot be located within 1,000 feet of an existing dwelling.
- (3) Concrete and asphalt crushers may only operate during the hours of 7:00 am to 7:00 pm.
- (4) The applicant shall submit plans detailing dust suppression systems and noise barriers subject to the approval of the Planning and Development Director.

Comments from the General Public

Legal notifications were published in the three official County newspapers on January 30, 2025, regarding the public hearings for the proposed text amendment to Chapter 86 of the Code of Ordinances. As of the drafting of this staff report, no comments from the general public have been received. No members of the public provided comment at the February 5, 2025, Planning and Zoning Commission public hearing.

Recommendation

As identified in this staff report, the proposed text amendment is consistent with the C2C comprehensive plan, and staff finds it to be consistent with the provisions of the Story County Land Development Regulations. In particular, the staff modifications to the proposed amendment help to ensure that nuisance conditions will be abated.

On February 5, 2025, the Planning and Zoning Commission voted (5-0) to recommend approval of the text amendment request to amend portions of Chapter 85, General Provisions and



Definitions, and Chapter 86, District Requirements, as modified and presented by staff (case TA25-000001, Ordinance 323). Assistant County Attorney Rink clarified staff's proposed language in Ordinance 323, though the language is still in keeping with what the Planning and Zoning Commission recommended approval of.

Staff recommends the Board of Supervisors approve case TA25-000001, Ordinance 323, as modified and presented by staff during the February 11, 2025, public hearing.

Alternatives

The Story County Board of Supervisors may consider the following alternatives:

- 1) The Story County Board of Supervisors approves the Code of Ordinance Text Amendment, Ordinance 323, as put forth in case TA25-000001 and sets second consideration for February 18, 2025
- 2) **The Story County Board of Supervisors approves the Code of Ordinance Text Amendment, Ordinance 323, as put forth in case TA25-000001 and modified and presented by staff on February 11, 2025, and sets second consideration for Tuesday, February 18, 2025.**
- 3) The Story County Board of Supervisors denies the Code of Ordinance Text Amendment, Ordinance 323, as put forth in case TA25-000001 and sets second consideration for Tuesday, February 18, 2025.
- 4) The Story County Board of Supervisors defers action on the Code of Ordinance Text Amendment, as put forth in case TA25-000001, and requests the applicant and/or staff to further review and/or modify the application and directs staff to place this item on a future Board of Supervisors Agenda.



Appendix A

Text Amendment: Conceptual Review Permit # CR24-000015

Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07 of the Story County Code of Ordinances:

Manatt's, Inc. proposes to establish a rationale for permitting concrete and asphalt crushing, and the stockpiling of materials under Chapter 86.11 of the Code of Ordinances. This standard aims to balance environmental, economic, and community considerations while ensuring compliance with applicable regulations.

Previously, Chapter 86.11 prohibited concrete and asphalt crushing and stockpiling of materials within the jurisdiction. However, changes in industry practices, advancements in material recycling technologies, and increased demand for sustainable construction practices have prompted a reassessment of this restriction. Allowing these activities under carefully defined conditions supports waste reduction and promotes resource reuse, aligning with modern environmental and economic goals.

Allowing concrete and asphalt crushing and stockpiling of materials in an A-1 district is justified as such activities directly support local infrastructure projects that benefit the broader community, including agricultural needs, such as improving transportation for farm goods. Limiting these activities to areas within the A-1 district that are not designated as prime agricultural land helps preserve high-value farmland while accommodating other land uses.

Stockpiling and processing materials for reuse supports sustainability by reducing the need for virgin materials, thereby decreasing mining or other extractive activities that could impact natural resources. This aligns with conservation goals by promoting the recycling and efficient use of materials. Proper siting and mitigation measures, including erosion control, stormwater management, and dust suppression are essential to reduce impacts, that is why Manatt's, Inc currently implements proper measures to reduce dust and noise control, stormwater runoff, as well as provides a visual screening of concrete blocks. These uses align with the district's intent that requires impact mitigation measures, such as buffer zones, visual screening, dust and noise controls, and limitations on the scale and duration of operations.

Allowing the use for concrete and asphalt crushing and stockpiling of materials aligns with Commercial/Light Industrial District, as these activities are consistent with the focus on light industrial uses such as manufacturing, fabricating, and wholesaling, provided they minimize nuisances like dust and noise through proper management. These operations support construction and infrastructure development, which aligns with the economic and industrial goals of the district, and their location in



urban expansion or industrial areas ensures compatibility with surrounding areas. In addition, Manatt's, Inc ensures to mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards through necessary permits and regular inspections to ensure environmental compliance.

The allowance of concrete and asphalt crushing and stockpiling aligns with the intent of heavy industrial zoning, as these activities are inherently industrial. Heavy industrial zones anticipate and regulates nuisance factors such as noise, dust, and vibrations which are commonly associated with crushing and stockpiling activities. These operations can be conducted in the HI District with appropriate mitigation measures, such as dust suppression systems and noise barriers to minimize impacts on adjacent properties. The prohibition of residences in the HI district ensures that these high-impact industrial activities do not conflict with residential land uses, reducing the potential for complaints or incompatibility issues.

Allowing concrete and asphalt crushing and stockpiling supports environmental sustainability by reducing landfill waste, conserving natural resources, and lowering the carbon footprint associated with new material production. Economically, it provides cost-effective materials for local construction, encourages job creation, and minimizes transportation costs through local reuse. Technological advancements in crushing equipment and dust suppression systems mitigate environmental impacts, while infrastructure resilience is through the use of high-quality recycled materials. Together, these factors align with community goals for sustainability and responsible resource management.

Allowing concrete and asphalt crushing and stockpiling of materials under chapter 86.11 reflects a commitment to sustainable development, resource conservation, and community benefit. By implementing clear guidelines and rigorous oversight, the jurisdiction can address past concerns while adopting modern practices that support economic growth and environmental stewardship.

Text Amendment:

Conceptual Review Permit # CR24-000015

Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07 of the Story County Code of Ordinances:

Manatt's, Inc. proposes to establish a rationale for permitting concrete and asphalt crushing, and the stockpiling of materials under Chapter 86.11 of the Code of Ordinances. This standard aims to balance environmental, economic, and community considerations while ensuring compliance with applicable regulations.

Previously, Chapter 86.11 prohibited concrete and asphalt crushing and stockpiling of materials within the jurisdiction. However, changes in industry practices, advancements in material recycling technologies, and increased demand for sustainable construction practices have prompted a reassessment of this restriction. Allowing these activities under carefully defined conditions supports waste reduction and promotes resource reuse, aligning with modern environmental and economic goals.

Allowing concrete and asphalt crushing and stockpiling of materials in an A-1 district is justified as such activities directly support local infrastructure projects that benefit the broader community, including agricultural needs, such as improving transportation for farm goods. Limiting these activities to areas within the A-1 district that are not designated as prime agricultural land helps preserve high-value farmland while accommodating other land uses.

Stockpiling and processing materials for reuse supports sustainability by reducing the need for virgin materials, thereby decreasing mining or other extractive activities that could impact natural resources. This aligns with conservation goals by promoting the recycling and efficient use of materials. Proper siting and mitigation measures, including erosion control, stormwater management, and dust suppression are essential to reduce impacts, that is why Manatt's, Inc currently implements proper measures to reduce dust and noise control, stormwater runoff, as well as provides a visual screening of concrete blocks. These uses align with the district's intent that requires impact mitigation measures, such as buffer zones, visual screening, dust and noise controls, and limitations on the scale and duration of operations.

Allowing the use for concrete and asphalt crushing and stockpiling of materials aligns with Commercial/Light Industrial District, as these activities are consistent with the focus on light industrial uses such as manufacturing, fabricating, and wholesaling, provided they minimize nuisances like dust and noise through proper management. These operations support construction and infrastructure development, which aligns with the economic and industrial goals of the district, and their location in urban expansion or industrial areas ensures compatibility with surrounding areas. In addition, Manatt's, Inc ensures to mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards through necessary permits and regular inspections to ensure environmental compliance.

The allowance of concrete and asphalt crushing and stockpiling aligns with the intent of heavy industrial zoning, as these activities are inherently industrial. Heavy industrial zones anticipates and regulates nuisance factors such as noise, dust, and vibrations which are commonly associated with crushing and stockpiling activities. These operations can be conducted in the HI District with appropriate mitigation measures, such as dust suppression systems and noise barriers to minimize impacts on adjacent properties. The prohibition of residences in the HI district ensures that these high-impact industrial activities do not conflict with residential land uses, reducing the potential for complaints or incompatibility issues.

Allowing concrete and asphalt crushing and stockpiling supports environmental sustainability by reducing landfill waste, conserving natural resources, and lowering the carbon footprint associated with new material production. Economically, it provides cost-effective materials for local construction, encourages job creation, and minimizes transportation costs through local reuse. Technological advancements in crushing equipment and dust suppression systems mitigate environmental impacts, while infrastructure resilience is through the use of high-quality recycled materials. Together, these factors align with community goals for sustainability and responsible resource management.

Allowing concrete and asphalt crushing and stockpiling of materials under chapter 86.11 reflects a commitment to sustainable development, resource conservation, and community benefit. By implementing clear guidelines and rigorous oversight, the jurisdiction can address past concerns while adopting modern practices that support economic growth and environmental stewardship.

86.11 HI Heavy Industrial District

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