

The Board of Supervisors met on 7/9/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lauris Olson, and Lisa Heddens, with Murken presiding. (all audio of meetings available at storycountyia.gov)

ADOPTION OF AGENDA: Murken removed item #6 from the Consent Agenda. Olson asked questions about closed session which Murken supplied. The Board concurred to adopt the agenda with the noted change.

EYERLY BALL ANNUAL REPORT – Cynthia Steidl Bishop, Chief Executive Officer, reported on history and provided program and service highlights and statistics. Bishop reported on strengths and challenges.

MINUTES: 7/2/19 Minutes and 7/2/19 Special Minutes – Olson moved, Heddens seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) pay adjustment, effective 7/21/19, in a) Attorney's Office for Melinda Vickers @ \$18.82/hr; b) Auditor's Office for Scott Wall @ \$25.92/hr; c) Information Technology for Darryl Muniz @ \$21.76/hr; d) Secondary Roads for Lori Mensing @ \$28.21/hr; e) Sheriff's Office for John Asmussen @ \$3,829.07/bw; Margie Burkle @ \$2,016.80/bw; Nancy Denekas @ \$2,140.00/bw; lump sum for Nicholas Lennie @ \$19.20/bw; Brett Sink @ \$2,351.20/bw; 2) promotion, effective 7/21/19, in a) Attorney's Office for Adam Kenworthy @ \$3,306.04/bw. Olson moved, Heddens seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 7/11/19 Claims of \$771,810.86 (run date 7/5/19, 30 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$4,200.00), BooSt School Ready Services (\$21,108.49), BooSt Early Childhood (\$5,178.17), Emergency Management (\$6,458.85), E911 surcharge (\$68,171.92), County Assessor (\$1,316.55), Ames City Assessor (\$228 52). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda with removal of item #6.

1. Acknowledge receipt of FY19 expenses for Economic Development Planning and Workforce Development submitted by the Ames Economic Development Commission (AEDC)
2. Iowa Byrne Justice Assistance Grant (JAG) Program awarding Story County \$36,350.00, effective 7/1/19-6/30/20
3. Renewal of Class A Liquor License (LA)(Private Club), for Ames Golf and Country Club, 5752 George Washington Carver Avenue, Ames, Iowa, effective 9/10/19-9/9/20, including outdoor service and Sunday sales
4. 28E Agreements between Animal Control and the following cities: Gilbert, Kelley, Slater, effective upon signature-6/30/20
5. Purchase Order for a 12-foot Schulte Rotary Cutter from Nessa, Inc. for 16,779.84
7. Appointment of Supervisors for the remainder of calendar year 2019 as representatives and alternates to the following: 1) Ames Area Metropolitan Planning Organization Transportation Policy Committee – Olson delegate; Heddens alternate 2) Central Iowa Juvenile Detention Board – Heddens delegate; Olson alternate 3) Central Iowa Workforce Development CEO Board – Olson delegate; Heddens alternate 4) Heart of Iowa Regional Transit Agency Board – Olson delegate; Murken alternate 5) 2nd Judicial District Department of Correctional Services – Murken delegate; Heddens alternate 6) Story County Decategorization Board – Heddens delegate; Murken alternate 7) Story County Board of Health – Heddens delegate; Olson alternate
8. Road Closure Resolutions: #20-02, #20-03, #20-04, #20-05, #20-06, #20-07, #20-08
9. Use of the County credit card for purchase of domain name and hosting between HostGator and Information Technology, effective 8/8/19-8/7/22 for \$553.20

Roll call vote. (MCU)

A LETTER OF SUPPORT AND FINANCIAL CONTRIBUTION TO THE AMES MIRACLE FIELD AND PLAYGROUND

– Lynne Carey, President, Ames Foundation Board of Directors, reported on fundraising efforts and options. Heddens asked clarifying questions. Heddens moved, Olson seconded the approval of a financial contribution of \$25,000.00 to the Ames Miracle Field and Playground. Olson asked about removed items and total budget. Carey reported on additional fundraising efforts. Olson stated this is one-time funding. Carey provided additional funding detail. Murken clarified this is a one-time commitment, and asked if the City of Ames will participate in future upgrades. Carey stated yes. Roll call vote. (MCU) Olson moved, Heddens seconded the approval of the Letter of Support. Roll call vote. (MCU)

RESOLUTION #20-06 ESTABLISHING THE SPEED LIMIT ON 19TH STREET BEGINNING AT THE CENTER OF SECTION 17-83-22 AND GOING NORTH 2,722 FEET TO BE 35 MPH FOR THE NORTHBOUND LANE – Darren Moon, Engineer, reported on the location, a speed study for secondary roads; he concurs with the City of Nevada about the speed limit. Heddens moved, Olson seconded the approval of Resolution #20-06, establishing the speed limit on 19th Street, beginning at the center of Section 17-83-22 (Section 17 of Nevada Township) and going north 2,722 feet to be 35 miles per hour for the northbound lane. Roll call vote. (MCU)

ROAD USE MAINTENANCE AGREEMENT FOR STORY WIND LLC REPOWERING PROJECT – Darren Moon, Engineer, reported on the replacement of turbine blades in the northeast of the County. Related road issues covered in the agreement include dust control, rock replacement, and a \$700,000.00 bond for road damages. He recommends approval. Discussion took place. Heddens moved, Olson seconded the approval of the Road Use Maintenance Agreement for Story Wind LLC Repowering Project. Roll call vote. (MCU)

WINDSTREAM UTILITY PERMITS #20-4232, #20-4233, #20-4234, #20-4235, #20-4237 – Darren Moon, Engineer, reported the permits are for wireless internet cell towers within the right-of-way. The Attorney's Office is reviewing both the *Code of Iowa* and the relevant County ordinance; other counties are doing the same. Jerry Moore, Planning & Development Director, reported on public concerns, and County procedures. Discussion took place. Ethan Anderson, Story County Assistant Attorney, reviewed relevant *Code of Iowa* requirements. Olson reported on right-of-way and safety concerns. Murken directed Planning and Development, the Engineer, and the Attorney's Office to request additional information. Anderson stated for any future applications, the County will follow the processes and has 30 days to respond per statute.

ENGINEER'S QUARTERLY REPORT – Darren Moon reported on maintenance work, construction projects, construction design, bridge bundling grant, FY19 year-end, bridge repairs, Hickory Grove culverts, S27 drainage tile

collapse, maintenance sheds, turbine blade replacements, radio system, Cameron School Road discussions, state and federal projects, drainage districts, and pipeline inspections.

PLANNING & DEVELOPMENT QUARTERLY REPORT – Jerry Moore reported on zoning permits, development activities, upcoming census, caseload, complaints, and work program.

DIRECTION REGARDING COUNTY PRESENCE AT THE 2019 STORY COUNTY FAIR – Leanne Harter, County Outreach and Special Projects Manager, reviewed background information, and requested direction from the Board. Murken stated to discuss earlier in the year in the future.

UPCOMING AGENDA ITEMS: Olson stated updates from Community Services and Urban Renewal are needed.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson reported on several meetings.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(a) - GENERAL ASSISTANCE APPEAL – TO REVIEW OR DISCUSS RECORDS WHICH ARE REQUIRED OR AUTHORIZED BY STATE OR FEDERAL LAW TO BE KEPT CONFIDENTIAL – Olson moved, Heddens seconded to go into closed session pursuant to *Code of Iowa* §21.5(1)(a) - General Assistance Appeal at 12:36 p.m.

The Board reconvened in open session at 12:46 p.m. Olson moved to uphold the decision of Community Services, seconded by Heddens. Roll call vote. (MCU)

Heddens moved, Olson seconded to adjourn at 12:46 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
7/9/19

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

2. PLEDGE OF ALLEGIANCE:

3. ADOPTION OF AGENDA:

4. PUBLIC COMMENT #1:

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

5. AGENCY REPORTS:

I. Eyerly Ball Annual Report - Cynthia Steidl Bishop, CEO

Department Submitting Auditor

Documents:

EYERLY BALL 2019.PDF

6. CONSIDERATION OF MINUTES:

I. 7/2/19 Minutes And 7/2/19 Special Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 7/21/19 in a)Attorney's Office for Melinda Vickers @ \$18.82/hr; b)Auditor's Office for Scott Wall @ \$25.92/hr; c)Information Technology for Darryl Muniz @ \$21.76/hr; d)Secondary Roads for Lori Mensing @ \$28.21/hr; e) Sheriff's Office for John Asmussen @ \$3,829.07/bw; Margie Burkle @ \$2,016.80/bw; Nancy Denekas @ \$2,140.00/bw; Lump Sum for Nicholas Lennie @ \$19.20/bw; Brett Sink @ \$2,351.20/bw; 2)promotion, effective 7/21/19, in a)Attorney's Office for Adam Kenworthy @ \$3,306.04/bw

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

I. 7/11/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 071119.PDF

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. Acknowledge Receipt Of Fiscal Year 2019 Expenses For Economic Development Planning And Workforce Development Submitted By The Ames Economic Development Commission

Department Submitting Board of Supervisors

Documents:

SUPPORTING DOC.PDF
EXPENSES.PDF

- II. Consideration Of Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County \$36,350 Effective 7/1/2019 - 6/30/2020

Department Submitting Sheriff

Documents:

BYRNE JAG GRANT.PDF

- III. Consideration Of Renewal Of Class A Liquor License (LA)(Private Club), For Ames Golf And Country Club, 5752 George Washington Carver, Ames, Ia., Effective 9/10/19-9/9/20 Including Outdoor Service And Sunday Sales

Department Submitting Auditor

Documents:

AMES GOLF COUNTRY CLUB.PDF

- IV. Consideration Of 28E Agreements Between Animal Control And The Following Cities: Gilbert, Kelley, And Slater Effective Upon Signature - 6/30/20

Department Submitting Animal Control

Documents:

28E AGREEMENTS.PDF

- V. Consideration Of Purchase Order For 12' Schulte Rotary Cutter From Nessa Inc For 16,779.84 (FY 20 Budget).

Department Submitting Engineer

Documents:

2020 SCHULTE ROTARY MOWER.PDF

- VI. Consideration Of Story County Housing Trust Rental Assistance Program Grant Agreement For Fiscal Year 2020 For \$17,600

Department Submitting Board of Supervisors

Documents:

RENTAL ASSISTANCE.PDF
AWARD LETTER.PDF

VII. Consideration Of Appointment Of Supervisor As Representative Alternate; For The Rest Of The Calendar Year 2019 Of The Following;

Ames Area Metropolitan Planning Organization Transportation Policy Committee – Olson is delegate; Heddens, alternate
Central Iowa Juvenile Detention Board – Heddens is delegate; Lauris Olson, alternate

Central Iowa Workforce Development CEO Board – Olson is delegate; Heddens, alternate

Heart of Iowa Regional Transit Agency Board – Olson is delegate; Murken, alternate

Second Judicial District Department of Correctional Services – Murken is delegate; Heddens, alternate

Story County Decategorization Board – Heddens is delegate; Murken, alternate

Story County Board of Health – Heddens is delegate; Olson, alternate

Department Submitting Auditor

VIII. Consideration Of Road Closure Resolution(S): #20-02, 20-03, 20-04, 20-05, 20-06, 20-07, 20-08

Department Submitting Engineer

Documents:

RC 20 02.PDF
RC 20 03.PDF
RC 20 04.PDF
RC 20 05.PDF
RC 20 06.PDF
RC 20 07.PDF
RC 20 08.PDF

IX. Consideration Of Using The County Credit Card For Purchase Of Domain Name And Hosting Between HostGator And Information Technology Effective 8/8/2019 - 8/7/2022 For \$553.20 (Per Story County Credit Card Policy)

Department Submitting Information Technology

Documents:

HOSTGATOR DOMAIN PURCHASE.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of A Letter Of Support And Financial Contribution To The Ames Miracle Field And Playground - Drew Kamp And Lynne Carey

Department Submitting Auditor

Documents:

STORY COUNTY BOS CAT ASSISTANCE AGENDA PACKET.PDF
MIRACLE LEAGUE OF AMES LETTER.PDF

- II. Consideration Of Resolution #20-06 The Speed Limit On 19th Street Beginning At The Center Of Section 17-88-22 And Going North 2722 Feet Established At 35 Mph For The Northbound Lane - Darren Moon

Department Submitting Engineer

Documents:

SPEED NEVADA 19TH.PDF

- III. Discussion And Consideration For The Road Use Maintenance Agreement For Story Wind LLC Repowering Project-Darren Moon

Department Submitting Engineer

Documents:

2020 STORY WIND ROAD USE AGREEMENT.PDF

- IV. Discussion And Consideration For Windstream Utility Permit(S) #20-4232, 20-4233, 20-4234, 20-4235, 20-4237 - Darren Moon

Department Submitting Engineer

Documents:

WINDSTREAM UTILITY PERMITS.PDF
UT 20 4237.PDF

12. DEPARTMENTAL REPORTS:

- I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

QTR ENGINEER.PDF

II. Planning & Development Quarterly Report - Jerry Moore

Department Submitting Auditor

Documents:

Q2 2019.PDF

13. OTHER REPORTS:

I. Discussion And Direction Regarding County Presence At The 2019 Story County Fair -
Leanne Harter

Department Submitting Board of Supervisors

Documents:

STORY COUNTY FAIR 2019 DIRECTION FROM THE BOARD OF
SUPERVISORS.PDF

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

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

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

17. Closed Session Pursuant To Iowa Code Section 21.5(1)(A) - General Assistance Appeal - To Review Or Discuss Records Which Are Required Or Authorized By State Or Federal Law To Be Kept Confidential - Erin Rewerts, Community Services Program Coordinator

Department Submitting Community Services

18. ADJOURNMENT:

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

Story County
Board of Supervisors Meeting
Tentative Agenda
7/9/19

NAME

ADDRESS

Lynne Carey
Jerry Moore
DUSTIN INGRAM
Cm. Gerald Bishop
Ethan Anderson
Paula Toms
Deanne Stata
DARREN MOW
Erin Rewerts
Bald Lundwall
Gabriel Nelson
Alicia Sigwalt
Kelli Nye
Anna Marie Klein
Paul H. Fitzgerald
Nicholas A. Lennie

436 Lynne Dr. Nevada
P & D Dept.
AEDX
995 19th St. DEm
SCAO
LWV
BOS office
ENG
Comm. Services
BOS
P & D Dept.
BOS
AEDX
Aud
Sheriff
Sheriff

Outpatient Clinical Services

The outpatient office provides evidenced based mental health therapy and medication management by licensed, professional staff. Services are primarily provided to adults, however children are welcomed. Services provided at the outpatient clinic include:

- Mental health evaluation
- Substance abuse evaluation
- OWI assessments
- Medication Evaluations
- Medication Management
- Psychotherapy treatment such as individual, couples, and family therapy treatment
- RESTORE, a specialized, highly effective treatment model for individuals experiencing psychosis for the first time.

Strengths

- Services are provided to anyone regardless of ability to pay
- Crisis spots are reserved weekly to ensure access when needed most
- When additional services are needed beyond the clinic setting, referral is fast and convenient as all community based programs are co-located with the clinic
- Therapists are trained in evidence-based practices including EMDR, a specialized treatment for Post-Traumatic Stress Disorder (PTSD).
- RESTORE (A Navigate model of SAMHSA) provides an all-encompassing team of psychiatrist, individual therapist, family education program, employment specialist, and a community support specialist collaborative providing treatment to those in first episode psychosis. This "all inclusive" treatment teams engages individuals and families who would otherwise be left alone in navigating complex treatment systems for a serious and persistent mental health diagnosis.

Challenges

- Despite offering incentive dollars and flexibility for new therapists and medication prescribers, recruitment is extremely difficult. This challenge has led to only having medication prescribers that are telehealth (therapists are in person).
- Therapy and medication services are confined to the office setting due to billing regulations. Some clients would be better served in receiving therapy at home.
- Insurance barriers result in prescribers unable to prescribe medications they would prefer due to prior authorizations or medication denials by insurance carriers.

Current Staffing

- 8 clinical staff, 1 administrative
- 1 admin team lead
 - 1 RN
 - 2 telehealth providers
 - 3 therapists

Supported Community Living (SCL)

This program provides individualized skill building, teaching, and support to individuals in the community. The benefit of the program is that it assists clients in meeting their needs by working on goals that they have identified and is a hands on program so they feel supported in the community. A challenge facing the program is client follow through. We have two SCL/CSS staff in Story County that have a mixed caseload. The caseload is primarily SCL at this point.

Community Support Services (CSS)

This program is here to support individuals as they live and work in the community. They are typically seen once a month as well as a phone contact. This is a service that benefits individuals who may not need the level of need that the SCL program provides but still would benefit from a support service in place. There are two staff in Story County that have a mixed caseload of SCL and CSS. The case load is primarily SCL at this point in Story County due to the higher level of need.

Integrated Health Home Services

Integrated Health Home (IHH) provides whole-person, patient-centered coordinated care for adults with a serious mental illness. IHH services focus on integrating community services, medical and behavioral care. This integration improves overall health through better coordination, communication, resource access, and health and wellness education and activities.

Research shows there is a profound disparity in the life expectancy for individuals with a serious mental illness (SMI). On average people with an SMI die 25 years earlier than people without a serious mental illness (Joseph Parks, 2013). In order for people to improve, the length and quality of life they need to have the right supports, education and tools to make healthy lifestyle choices. The IHH team work to ensure all clients we serve have access to services and support in their communities that allow them to reach their optimal potential.

Assertive Community Treatment (ACT) Services

Assertive Community Treatment is a team approach designed to provide comprehensive, community-based psychiatric treatment, medication management, rehabilitation, and support to individuals possessing a serious and persistent mental illness. A multi-disciplinary team of professionals, including a prescriber, team leader, social workers, a vocational specialist, a substance abuse specialist, and registered nurses provide these services.

ACT is an evidence-based recovery model where services are individualized to meet the unique needs of each consumer and address all areas related to successful community living. The ACT team seeks to address all aspects of an individual's functioning and to help him/her nurture his/her life goals and integration into the community. In addition to possessing a serious and persistent mental illness, ACT clients have avoided or not responded well to traditional outpatient treatment and often have co-existing problems such as homelessness, substance abuse or criminal justice involvement.

ACT Services Provided

Services and support provided include, but are not limited to:

- 24 hour/7 days a week access to staff
- Initial and ongoing assessments
- Person-centered treatment planning
- Psychiatric services
- Medication management
- Crisis intervention and immediate support
- Symptom management and skills teaching
- Family support and education
- Substance abuse services
- Physical health screening and care coordination
- Employment and housing assistance
- Case management
- Ongoing support and advocacy while hospitalized or incarcerated

June 30, 2018 - June 30, 2019

Program	Billable Services	Unduplicated Clients Served
Story County Clinic	5863	825
Integrated Health-Story	2051	232
SBC SCL	1101	41
Mobile Crisis	261	501
ACT CICS	2324	22
	11600	1621

Crisis Services- Mobile Crisis Response Team (MCRT)

Eyerly Ball offers a 24/7 Mobile Crisis Response Team for the CICS's 11-county region. Counties served by the Mobile Crisis Response Team include: Franklin, Hamilton, Hardin, Boone, Story, Marshall, Jasper, Poweshiek, Warren, Madison, and Greene.

The service is available to all ages. Anyone experiencing a crisis can access the crisis line, whether it is adolescent behavioral issues, depression, anxiety, substance use, suicidal thoughts and everything in between. Trained phone responders will assess the situation and deploy the Mobile Crisis Response Team if an in-person response is deemed to be necessary or helpful.

A trained two-person team will leave as soon as they have been dispatched and will respond to the scene within 60 minutes. Once onsite, the on-call counselors are able to perform crisis assessments and will take the necessary time with the client to:

- Determine if suicidal or homicidal ideations are present
- Determine if de-escalation and stabilization in the field are possible
- Complete a thorough safety plan with the client if they are willing to contract for safety in that moment

If transportation is necessary to ensure client safety, on-call counselors will transport voluntary clients ages 12 and above (with the presence of a parent or guardian for children and dependent adults).

Within 24 hours of the end of the crisis interaction, a case manager will attempt to make contact with the client and is available to provide up to 30 days of case management services. Case management can coordinate appointments, provide transportation for appointments and provide reassurance to clients.

In Story County, we currently have 13 counselors and one full time case manager. We continue to look to the community for referrals and ways to better support Story County and its residents. With increased use of the Mobile Crisis Services, we hope to provide better continuity of care for individuals while freeing up other services, such as law enforcement, in the community. We look to connect and bridge the gap for users of our services to the already established services within Story County, while providing ongoing short-term support through our case management team.

Story County MCRT Stats

July 1, 2018 - June 30, 2019

County: Story

Total # of calls: 267

Disposition

Counsel/Stabilize: 192
Hospital: 29
Jail: 0
Disregard: 23
Other: 21
Phone Consult: 2

Gender

Male: 90
Female: 172
Transgender: 5

Call Referral Source

Law Enforcement: 114
Family: 29
Other Professional: 57
Self: 67

ISU Students

On Campus: 2
Off Campus: 6

Law Enforcement

Nevada PD: 11
Ames PD: 60
Sherriff: 5
ISU PD: 5
Huxley PD: 2

Average response time:
38.62 minutes

Average duration of assessment:
70.89

July 1-June 30, 2019---Story County Events Attended

- Ames Tribune Interview
- Nevada Town Meeting
- ISU Meeting-Police, Legal, Residential, and Counseling Center representatives
- Family Developmental Center Presentation
- Story County Opioid Task Force
- MCRT and CSC/TLC meeting - Ames PD, Eyerly Ball, MGMC, CICS
- Story county school counselor meeting at Drake
- Ames Counseling and Psych Services Lunch Presentation
- Ames PD
- Nevada PD Presentation
- Ames Memorial Union-Great Hall Health Fair
- Elizabeth Smart Ames Presentation
- NAMI on Campus, ISU
- Children's Well Being Collaborative Presentation, Ames
- Open house-stabilization center Ames
- Nevada Middle School Resource Fair
- CIT Panel (x3)
- Ames Mental Health Conference
- Mary Greeley Stabilization Center Presentation
- Story County Juvenile Justice Task Force Presentation
- Story County Mental Health Task Force Meetings (EB MCRT Conducts)
- NAMI Lunch and Learn
- CICS Public Meeting-prelim plans for more services
- ISU Fraternity Presentation
- ASIST Community Training

Support Staff

Director, Story County Outreach	
President & CEO	
VP Existing Business & Industry	
Accounting staff time	
Receptionist services	
Digital Markeing	
Marketing / Public Relations	60,000.00

Benefits

Dustin	Dental Insurance	490.80
Dustin	Health Insurance	3,207.92
Dustin	Retirement	2,325.00
Dustin	Term Life, Disability (Short / Long term)	317.04
Dustin	Vision Discount	21.50
		<u>6,362.26</u>

Office and Conference space costs

	Office workstation furniture - new for Dustin	2,500.00
	5% Office, conference and meeting space	3,043.20
	5% Cleaning services	210.00
Static	Office Supplies	1,200.00
Static	Utilities	397.50
Static	Office Telephone	300.00
Static	Internet	77.50
		<u>7,728.20</u>
		<u><u>74,090.46</u></u>

APPROVED **DENIED**

Board Member Initials: AMM

Meeting Date: 7/11/19

Follow-up action: _____

450 Story County Outreach

07/31/18	Online Visa - Dustin - Historic Preservation Conference	\$219.59
07/31/18	Online Visa - Brenda - Story County Outreach meetings	\$72.07
07/31/18	Online Visa - Dan - SCEDG meeting	\$13.50
07/31/18	Brenda Dryer - Cell phone	\$100.00
07/31/18	Brenda Dryer - meeting mileage and expense	\$176.85
08/20/18	Online Visa - Brenda - Outreach meetings	\$56.23
08/31/18	Online Visa - John - Community Venture Network expenses	\$314.40
08/31/18	Online Visa - Dustin - Community Venture Network	\$129.05
08/31/18	Brenda Dryer - Cell phone	\$100.00
08/31/18	Brenda Dryer - Outreach meeting and mileage	\$336.81
08/31/18	Dustin Ingram - Outreach meetings and mileage	\$254.52
08/31/18	John Hall - CVN mileage	\$241.98
09/27/18	Dustin Ingram - Cell phone	\$100.00
09/27/18	Dustin Ingram - Story County outreach mileage, PDI	\$382.05
09/30/18	Online Visa - Dustin - PDI expenses, Story County Outreach meetings	\$171.41
10/31/18	Online Visa - Dustin - PDI expenses, Collins meeting, Iowa BIC	\$386.77
10/31/18	Dustin Ingram - Cell phone	\$100.00
10/31/18	Dustin Ingram - Story County Outreach mileage	\$477.09
11/30/18	Online Visa - Dustin - Outreach expenses and mileage	\$37.83
11/30/18	Dustin Ingram - Cell phone	\$100.00
11/30/18	Dustin Ingram - Story County outreach meetings mileage	\$403.30
12/19/18	EsseX Capital, LLC - Community Venture Network Renewal	\$4,250.00
12/31/18	Online Visa - Dustin - Community Venture Network expenses, Story County Outreach meetings	\$168.71
12/31/18	Dustin Ingram - Cell phone	\$100.00
12/31/18	Dustin Ingram - Story County outreach meetings mileage	\$172.77
01/18/19	Kiwanis Club of the The Ballard Community K18923 - Dustin dues	\$75.00
01/31/19	Dustin Ingram - Story County outreach meetings mileage	\$46.58
01/31/19	UNI Heartland Conference	\$885.00
01/31/19	Professional Developers of Iowa - Dustin Ingram	\$355.00
01/31/19	Dustin Ingram Cell phone	\$100.00
01/31/19	Dustin Ingram - Story County Outreach meetings mileage	\$190.24
02/28/19	Dustin Ingram - Cell phone	\$100.00
02/28/19	Dustin Ingram - Story County Outreach meetings mileage	\$109.62
03/31/19	Online Visa - Dustin - Small Business Development Center meeting, Iowa Rural Development Summit expenses	\$316.25
03/31/19	Dustin Ingram - Story County Outreach meetings mileage	\$207.64
03/31/19	Dustin Ingram - Cell phone	\$100.00
04/30/19	Dustin Ingram - Story County Outreach meetings mileage, Rural Summit expenses, Community Venture Network mileage	\$323.39
04/30/19	Dustin Ingram - Cell phone	\$100.00
04/30/19	Dustin Ingram - Story County Outreach meetings mileage	\$265.64
05/31/19	Dustin Ingram - Cell phone	\$100.00
05/31/19	Dustin Ingram - Story County Outreach meetings mileage	\$144.42
05/31/19	Dustin Ingram - Cell phone	\$100.00
05/31/19	Dustin Ingram - Story County Outreach meetings mileage	\$144.42
		\$12,528.13

APPROVED
 DENIED

Board Member Initials: DM

Meeting Date: 7/9/19

Follow-up action: _____

Applicant License Application (LA0000528)

Name of Applicant:	<u>Ames Golf & Country Club</u>				
Name of Business (DBA):	<u>Ames Golf & Country Club</u>				
Address of Premises:	<u>5752 George Washington Carver</u>				
City	<u>Ames</u>	County:	<u>Story</u>	Zip:	<u>5001092</u>
Business	<u>(515) 232-8334</u>				
Mailing	<u>5752 George Washington Carver</u>				
City	<u>Ames</u>	State	<u>IA</u>	Zip:	<u>500109282</u>

Contact Person

Name	<u>Cory Strait</u>		
Phone:	<u>(515) 232-8334</u>	Email	<u>corys@amesgolfcc.com</u>

Classification Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 09/10/2018 ²⁰¹⁹

Expiration Date: 09/09/2019 ²⁰²⁰

Privileges:

Class A Liquor License (LA) (Private Club)

Outdoor Service

Sunday Sales

APPROVED **DENIED**
Board Member Initials: AM
Meeting Date: 7/9/19
Follow-up action: _____

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

John Peterson

First Name: John

Last Name: Peterson

City: Ames

State: Iowa

Zip: 50014

Position: President

% of Ownership: 0.00%

U.S. Citizen: No

Cory Strait

First Name: Cory

Last Name: Strait

City: Ames

State: Iowa

Zip: 50014

Position: General Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Cincinnati Specialty Underwriters</u>
--

SALES ORDER

NESSA Inc
 www.nessainc.com
 73747 130TH ST
 Zearing, IA 50278
 Phone:641-487-7608 Fax:641-487-7606

SALES ORDER #:
1033869
 Page 1
CUSTOMER #:
STORCORD

Sold To:
 STORY CO ROAD DEPT
 837 N AVE
 NEVADA, IA 50201
 515-382-7364

Shipped To:

Order Date		Your Order #		Payment Terms		Salesperson		Order Source		Shipped Via	
5/1/2019											
Qty Ord	Qty Sh	Item #		Description		Disc	Tax	Price	Amount		
Ship	Qty BO	Prv Sh	Ship Date	Serial Number	Job Reference	Comments					
	1	1		MOWER 12' SCHULTE ROTORY CUTTER 12'		0.0%	<input type="checkbox"/>	\$16,779.84	\$16,779.84		
<input checked="" type="checkbox"/>	0		05/1/2019								
Comments: OUTBOARD ROTATION PRECISION HITCH DOUBLE CHAINS 6 FOAM FILLED FORK LIFT TIRES TIME SAVER BLADE/PARTS KIT IS AN ADDITIONAL \$416								Subtotal:	\$16,779.84		
								Freight:	\$0.00		
								Tax:	\$0.00		
								Tax 2:	\$0.00		
								Other:	\$0.00		
PLEASE PAY THIS AMOUNT:								\$16,779.84			

Approved by:

 7/9/19
 Board of Supervisors  Date

Recommended for approval by:

 7-3-19
 Darren R. Moon, P.E. Date

Ames Area Metropolitan Planning Organization Transportation Policy Committee – Olson is delegate; Heddens, alternate

Central Iowa Juvenile Detention Board – Heddens is delegate; Lauris Olson, alternate

Central Iowa Workforce Development CEO Board – Olson is delegate; Heddens, alternate

Heart of Iowa Regional Transit Agency Board – Olson is delegate; Murken, alternate

Second Judicial District Department of Correctional Services – Murken is delegate; Heddens, alternate

Story County Decategorization Board – Heddens is delegate; Murken, alternate

Story County Board of Health – Heddens is delegate; Olson, alternate

APPROVED **DENIED**

Board Member Initials: am

Meeting Date: 7/9/19

Follow-up action: _____

Closure No. 20-02

Date July 5, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 24 Nevada 19 New Albany on

680th Ave is closed between 250th St and 255th St

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-03

Date July 5, 2019

Resolution

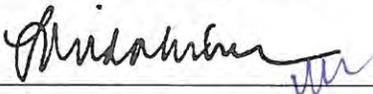
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 33 Milford 4 Grant on

220th (13th St.) is closed between 580th Ave. and 590th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-04

Date July 5, 2019

Resolution

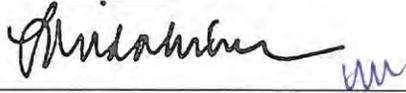
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 19-30 Grant 25 Washington on

260th St. is closed between 560th Ave. and Sand Hill Trail

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-05

Date July 5, 2019

Resolution

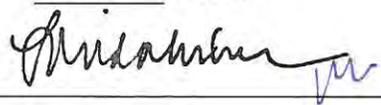
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 20-29 Grant on

260th St. is closed between 580th Ave. and Sand Hill Trail

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-06

Date July 5, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 8-9 Grant on

580th Ave. is closed between Hwy 30 and Lincoln Hwy

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

Story County Board of Supervisors

Closure No. 20-07

Date July 5, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 18 Indian Creek on

675th Ave. is closed between 295th St. and 310th St

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

Closure No. 20-08

Date July 5, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Weather in section 7,8,5 Indian Creek on

295th St and 632nd Ave are closed between S14, 287th and 640th Ave

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent

[Signature]

Story County Board of Supervisors



STATE OF IOWA

KIM REYNOLDS
GOVERNOR
ADAM GREGG
LT. GOVERNOR

OFFICE OF DRUG CONTROL POLICY
DALE R. WOOLERY, DIRECTOR

MEMO

June 29, 2019

To: ODCP Grant Award Recipients
From: Dennis Wiggins
Re: Byrne JAG Grant Contract & Conditions

Congratulations on your SFY 2020 Byrne Justice Assistance Grant award from the Governor's Office of Drug Control Policy (ODCP). Important information to help you get started with the grant follows.

The enclosed grant contract packet includes the following materials for your careful review, authorized signatures, and timely return to ODCP:

- JAG Contract Page & Special Conditions
- JAG Standard Grant Conditions
- Certified Assurances

JAG Special Grant Conditions appearing on the front page of your Contract must be fulfilled. In some cases, the Conditions may need to be fulfilled prior to reimbursement of federal funds.

JAG Standard Grant Conditions are the rules of the program, and as a JAG grant recipient you must agree to comply with them.

Certified Assurances include compliance conditions mandated by the Omnibus Crime Control and Safe Streets Act of 1968 and other related legislation.

Note: ODCP grant recipients must agree to comply with all applicable federal, state and local laws, rules and regulations. As with other provisions subject to change, additional guidance regarding "sanctuary jurisdictions" may be forthcoming from the U.S. Department of Justice and/or State of Iowa.

Please have the grant Contract page, the Certified Assurances, the JAG Standard Conditions certification forms signed by the person(s) authorized to do so, and return the ORIGINALS to our office. If your budget includes contract services, the contracting agency must also sign the JAG Standard certification and the Certified Assurances certification forms.

**Completed contracts and certifications must be received by ODCP
on or before August 15, 2019.**

To review your approved grant budget and access required reporting forms, sign into Iowa's electronic grants management system at www.iowaGrants.gov and click on the "My Grants" icon.

Assistance using the electronic grant management system is available by contacting me at (515) 725-0311 or dennis.wiggins@iowa.gov.

Congratulations again on your grant award. Thank you for your interest in a grant from ODCP. Please feel free to call our office if you have questions.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
 Pape State Office Bldg., 5th Floor
 215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Story County 900 6th Street Nevada, Iowa 50201-2004	Grant #17-JAG- 298225 Grant Period: July 1, 2019 - June 30, 2020 Federal: \$36,350 Match: \$12,117 Total: \$48,467
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ODCP Contact:
 Dennis Wiggins 515/725-0311

Legal Applicant: Lauris Olson <i>Linda Murken</i>	Program Director: Brian Tickle E-mail: btickle@storycountyiowa.gov
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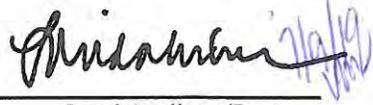
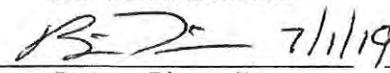
This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this 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.

SPECIAL CONDITIONS

Law enforcement personnel funded in whole or in part with these grant funds 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. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.

Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

 _____ Legal Applicant/Date	SIGNATURES/DATES  7/1/19 _____ Program Director/Date	_____ ODCP Administrator/Date
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IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; 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 Governor's Office of Drug Control Policy involving federal or state funding.

1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; 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 Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's 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. 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.

11. 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.

12. Travel.

Travel specifically identified in the grant application and approved 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 its own written policy for allowable travel costs. In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. State rates are available by contacting the ODCP.

13. Payments.

Expenditure reports must be submitted monthly. 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. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's 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.

14. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov
- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov
- 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.
- 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:

Due by the 23rd day of each month, following expenditures.

Due Date:

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

Due Date

July 31st

Due Date

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

15. 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 (December 2011 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 Governor's Office of Drug Control Policy."

21. 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.

22. 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.

23. 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.

24. 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.

25. Drug Free Workplace.

Each Grantee receiving an award from the Governor's 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.

26. 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.

27. 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.

28. 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.”

Assistance for Spanish speaking people may be available through the Iowa Division of Latino Affairs at <http://www.latinoaffairs.iowa.gov> or 515-281-4080. Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

29. 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 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(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); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Violence Against Women Reauthorization Act of 2013; and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).
- 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 Governor’s 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. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEOP on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. 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 of 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.

30. 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 Governor's Office of Drug Control Policy.

31. 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.

32. 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.

33. Sanctuary Jurisdiction.

(Byrne JAG & PSN Grantees Only) Grantee will comply with the provisions of 8 U.S.C §1373 and 1644 which addresses the exchange of information regarding citizenship and immigration status among Federal, State, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, Federal immigration officers information concerning an individual's citizenship or immigration status. Certain grantees/subgrantees may also be required to complete a U.S. DOJ certification.

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier

- a. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of Federal law in fact are given access to a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

- b. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and - as early as practicable.

34. 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.

35. 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.

36. 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.

37. 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**

38. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly 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.

39. 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.

40. DUNS/SAM Registration.

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

41. 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.

42. 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.

43. 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.

44. 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 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** 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.
- 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

c. 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.

54. 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.

Revised 06/17/19

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

On behalf of, (agency) Story County Sheriff's Office I have read, understand, and agree to abide by the Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

Linda Murken
(Legal Applicant – Print or Type)

[Signature] 7/1/19
(Signature Legal Applicant) (Date)

Brian Tickle
(Program/Project Director – Print or Type)

[Signature] 7/1/19
(Signature Program/Project Director) (Date)

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

Office of Drug Control Policy (contracting agency) has entered into an agreement with Story County (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/Governor's Office of Drug Control Policy Grant Program.

[Signature]
(Signature Contracting Agency)

7/1/19
(Date)

Iowa Governor's 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 Governor's 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 Governor's 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://oip.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 Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) 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 Governor's 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

7/1/19

Date

7/9/19

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Paul H. Fitzgerald

2. Title/Address: Paul H. Fitzgerald, Story County Sheriff
1315 S.B. Avenue
Nevada, IA 50201

3. Telephone Number: 515-382-7456

4. Number of persons employed by the agency responsible for administering this grant:
87.5

**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.

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

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 LM and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's 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.

Story County, 900 6th St Nevada
Name and Address of Organization

Linda Murken
Name of Authorized Individual

[Signature] 7/9/19
Signature and Date

Equal Employment Opportunity Plan Certification Form Instructions

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Story County</u>	
Address: <u>900 6th St, Nevada IA 50201</u>	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>050813112</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Alissa Wignall / Director of Internal Operations & HR</u>	
Telephone Number: <u>515-382-7204</u>	E-Mail Address: <u>awignall@storycountyia.gov</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- Less than fifty employees.
- Indian Tribe
- Medical Institution.
- Nonprofit Organization
- Educational Institution
- Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Alissa Wignall [responsible official], certify that Story County [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Story County Board of Supervisors
[organization],

900 6th St. Nevada, IA 50201
[address].

Alissa Wignall / Director of Internal Operations & HR Alissa Wignall 7/2/19
Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Iowa Governor's Office of Drug Control Policy

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

Revised 06/17/2019



**STORY COUNTY
BOARD OF SUPERVISORS**

**LINDA MURKEN
LAURIS OLSON
LISA HEDDENS**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

July 2, 2019

Enhance Iowa Board of Directors
Iowa Economic Development Authority
200 East Grant Avenue
Des Moines, Iowa 50309

Dear Board Members:

On behalf of the Story County Board of Supervisors, we are writing to express our strong support for the Ames Miracle Field and Playground (AMF&P) and the corresponding Community Attraction and Tourism (CAT) Grant application.

The AMF&P project will create a fully accessible, specially designed baseball field, as well as an all-inclusive playground and support pavilion, which will provide access to persons with disabilities - individuals who currently have limited access to these opportunities – and serve residents of Story County and surrounding areas.

Funding from the CAT Grant will significantly benefit the AMF&P and help make this project a reality. In addition to the increased opportunities for youth, this project will serve as an economic and tourism-driver, as the facility will become a destination for families across Central Iowa and the Midwest.

Throughout Story County, we collectively strive for programs that provide access and push individuals towards success in all their endeavors. The AMF&P is another way to ensure barriers are removed for those with mental, behavioral, and physical disabilities, affording them opportunities regardless of ability.

Thank you for considering support of the AMF&P application. We are confident that through funding this project, you will see a tremendous, positive impact to the youth of our area and youth throughout the Midwest.

Best regards,

A handwritten signature in black ink, appearing to read "Linda Murken".

Linda Murken
Chair, Story County Board of Supervisors



The
Ames
Foundation

July 2, 2019

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

APPROVED **DENIED**

Board Member Initials: LM

Meeting Date: 7/9/19 - funding

Follow-up action: @ \$20,000. one time

Dear Linda,

As you know, the Ames Foundation has served as the fiscal agent for the fundraising efforts for the Ames Miracle Field and Playground, an effort that has been underway since 2016.

As we near the concluding stages of our fundraising efforts, there is a large grant opportunity that has been brought to our attention: The Community Attraction and Tourism (CAT) Grant Program through the Iowa Economic Development Authority (IEDA). The Program can offer substantial assistance to community betterment projects, such as the Ames Miracle Field and Playground, which have a significant and noticeable public purpose and improve the public/communal good. Within the last few months, Dubuque received funding for a nearly identical project.

Therefore, we intend to apply for \$200,000 in grant funds through the CAT Program, which would bring us home on this project and allow us to reach our fundraising goal of just under \$2.1 million.

It is important to note however, that financial contributions from both the City (Ames), and County (Story) are required to secure CAT funding. The amount is not specified, but it must be a reasonable amount of the total project cost. Thus far, the County has contributed \$2,278 via the Story County Economic Development Group's Project Funds, and the City of Ames has contributed \$50,000 for the project design.

In meeting with IEDA staff overseeing the CAT Program, we learned that these contributions are not eligible, and are now working with City staff to identify a suitable contribution from them, as well as approaching this Board to make a formal request for funding. Tricia Crain and Drew Kamp presented to the Board in 2017, but no contribution was approved at that time, thus we are here today to discuss a potential financial contribution from Story County. The CAT application deadline is July 15th, so time is of the essence, but we of course welcome an open dialogue at the July 9th meeting to educate the Board on the project.

To assist in bringing the Board fully up to speed, we have included extensive background information on the project in the following pages, as well as budget estimates, all of which are shown as reported to the Ames City Council on June 11, 2019. We have included a legal opinion from Story County Attorney Jessica Reynolds stating the County is within legal bounds to make such a financial contribution.

We have also included documentation (meeting minutes from the applicable SCEDG meeting in which Project Funds were approved) showing the County's previous contribution, as well as additional information on the Community Attraction and Tourism Grant Program, especially that which applies to city and county financial contributions (see next page).

Per the CAT application document:

Applicants must document at least 65% of the total project cost has been raised prior to applying. This must be in the form of cash donations or pledges. Financing and loans cannot be used to reach the 65% fundraising threshold. Previously spent funds do not count as match. Other state funds cannot be attributed to the fundraising total until the applicant has raised 50% of the total project cost. Up to 25% of an applicant's fundraising match may be made up of documented in-kind donations. To be competitive, it is recommended applicants have 70-80% of the total project cost raised prior to applying.

The Enhance Iowa Board requires each application to have cash contributions **from the city and the county** in which the project will be located. The Enhance Iowa Board also requires cash contributions from both businesses and individuals.

We have easily met all other project eligibility parameters, save the bolded text, which brings us here today.

We look forward to a productive and informative conversation and hope you will agree that this project is highly deserving of the County's support, both ceremonially, and financially.

We thank you for your consideration and welcome any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Lynne Carey". The signature is written in black ink and is positioned below the word "Sincerely,".

Lynne Carey
President
Ames Foundation Board of Directors

Yes, that is correct!



Jessica A. Reynolds
Story County Attorney
1315 South B Avenue
Nevada, Iowa
(515)382-7255

IMPORTANT NOTICE: The information provided in this e-mail message, along with any attachments, may be privileged, confidential, and covered by the Electronic Communications Privacy Act, CC.2510-2521 as well as other State and Federal laws. If you have received this e-mail in error, please contact me at the above phone number or e-mail address immediately. If the reader of this e-mail is not the intended recipient, you are hereby notified that distribution, retention, dissemination, or copying of this communication is strictly prohibited.

From: drew kamp [<mailto:drew@ameschamber.com>]
Sent: Monday, June 24, 2019 11:38 AM
To: Jessica A. Reynolds <JReynolds@storycountyiowa.gov>
Subject: Re: Miracle Park

[External Sender - Please Use Caution]

Thanks Jessica. Just to clarify, the county contributing to this project is okay, even if it is not publicly bid like most public projects?

Drew Kamp
Director of Public Policy

On Jun 24, 2019, at 11:34 AM, Jessica A. Reynolds <JReynolds@storycountyiowa.gov> wrote:

Hi Drew –

It is my legal opinion that the County could legally contribute funds to the Miracle Park as the public purpose covers this contribution, similar to SCORE park, Slater swimming pool, healthy life center, etc. The one thing to be clear on is to articulate the public purpose on the record in the meeting (see attached).

Please let me know if you have any questions.

<image002.png>

Jessica A. Reynolds
Story County Attorney
1315 South B Avenue
Nevada, Iowa
(515)382-7255

IMPORTANT NOTICE: The information provided in this e-mail message, along with any attachments, may be privileged, confidential, and covered by the Electronic Communications Privacy Act, CC.2510-2521 as well as other State and Federal laws. If you have received this e-mail in error, please contact me at the above phone number or e-mail address immediately. If the reader of this e-mail is not the intended recipient, you are hereby notified that distribution, retention, dissemination, or copying of this communication is strictly prohibited.

<SKM_454e19021413550.pdf>

protest to the appropriate certifying board or levying board. [Iowa Code §24.27]

After the hearing by the appeal board, the appeal board certifies its decision to the county auditor and to the parties appealing. The auditor must then correct his/her records in accordance with the appeal board's decision, and the levying board must make its levy in accordance with the new decision. [Iowa Code §24.32]

Protests of amendments to budgets are considered within the same general procedures and time constraints as are applicable to original budgets. A budget must be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30. The amendment of a budget after May 31, which is properly appealed but without adequate time for hearing and decision before June 30, will be ruled null and void [Iowa Code §331.435].

Public Purpose Doctrine

Section 31 in article III of the 1857 Iowa Constitution limits county expenditures. It provides in part that "no public money or property shall be appropriated for local, or private purposes, unless such appropriation . . . be allowed by two thirds of the members elected to each branch of the [General Assembly]." Case law and prior opinions have applied the principle expressed in section 31—known as the "public purpose requirement" or the "public purpose doctrine"—to counties and other political subdivisions. See, e.g., Love v. City of Des Moines, 210 Iowa 90, 230 N.W. 373, 378 (1930); 1998 WL 541522 (Iowa A.G.); 1996 Iowa Op. Atty. Gen. 98, 1996 WL 776647 (Iowa A.G.).

It is impossible to conceive of a public improvement which will not incidentally benefit some private individual engaged in private enterprise for private gain. 15 E. McQuillin, *The Law of Municipal Corporations* §39.19, at 39 (1995) (footnote omitted). Accordingly, the public purpose requirement prohibits the expenditure of public funds 'strictly for private gratification.'

The phrase 'public purpose' has a flexible and expansive scope. John R. Grubb, Inc. v. Iowa Hous. Fin. Auth., 255 N.W.2d 89, 93 (Iowa 1977). It should not be construed narrowly. Dickinson v. Porter, 35 NW2d 66 (Iowa 1948). Like beauty in the eye of its beholder, a public purpose may take many forms. The proper inquiry for the public purpose requirement is to determine if a public interest is served, regardless of whether incidental private purposes exist. In other words, a violation occurs in the absence of any public purpose.

A challenger to an expenditure of public funds bears the heavy burden of showing its unconstitutionality beyond a reasonable doubt and negating every reasonable basis in its support. 1998 Op. Atty Gen. (# 98-1-2(L)). The absence of any public purpose must be so clear as to be perceptible by every mind at first blush. 1996 Op. Atty Gen. 9, 11 (citations omitted). As a result, courts generally do not invalidate expenditures. See 2000 Op. Atty Gen. (# 99-6-1 (L)). Each case, however, "must be decided with reference to the object sought to be accomplished and to the degree and manner in which that object affects the public welfare." 15 McQuillin, *supra*, at 40 (footnote omitted).

The existence of a public purpose in any given situation typically depends upon an assessment of specific facts and circumstances. See, e.g., 1990 Op. Atty Gen. 79 (# 90-73(L)) (public purpose requirement does not *per se* prohibit cities and counties from providing loans to private businesses in order to create jobs). Certain expenditures, however, generate no dispute among reasonable minds about their public purpose. The construction of buildings for education or athletics is a public purpose. 15 McQuillin, *supra*, at 50. The promotion of public health is a public

purpose. *Fleming v. Hull*, 73 Iowa 598, 35 N.W. 673, 678 (1887). Indeed, the General Assembly has expressly invested counties with statutory authority to preserve or improve the public welfare, comfort, and convenience as well as the public health. See Iowa Code § 331.301(1).

We can therefore conclude as a matter of law that a county may contribute money to a regional wellness center, owned and operated by a school district, which will have an aquatic area, track, cardio-respiratory room, and other facilities that promote good health.

Nevertheless, a county should make findings on the public purpose underlying the expenditure if it is in doubt. See 1990 Op. Att'y Gen. 11 (# 89-2-6(L)); 1986 Op. Att'y Gen. 113, 119; see also 1996 Op. Att'y Gen. 9, 12 ("legislative declaration of public purpose underlying statute controls courts if 'zone of doubt' exists about statute's public purpose"). Cf. 1976 Op. Att'y Gen. 604, 605 ("funds appropriated by [a] county to a nonprofit corporation do not constitute an unrestricted gift," but must be applied "to those purposes set out [by] statute").

We have previously explained that in determining whether a specific expenditure would serve public rather than private purposes, a court would review the adequacy of the governing body's findings of public purpose and the reasonableness of achieving that purpose through the expenditure. The court would also consider any evidence tending to show that the expenditure is in fact for a private purpose. 1986 Op. Att'y Gen. 113, 118.
2001 Iowa AG LEXIS 12, No. 1-4-2(L) (April 27, 2001).

Preparing the County Road Budget

On or before April 15 of each year, the board of supervisors, with the assistance of the county engineer, shall adopt and submit to the department of transportation for approval the county secondary road budget for the next fiscal year [Iowa Code §309.93].

Included in the budget shall be an itemized statement of: (1) estimated revenues to be raised by property taxation for secondary roads, (2) estimated revenues to be received from the state road use tax, (3) estimated revenues received from all other sources for secondary road purposes, (4) the proposed expenditures from the road fund during the next fiscal year (the estimates of such proposed expenditures shall be itemized and classified in a manner which the department shall prescribe), the actual expenditures for the preceding two fiscal years and the estimated expenditures for the current fiscal year (these shall be itemized and classified in the same manner as the proposed expenditures), (6) the cash balance of the road fund at the end of the preceding fiscal year, an estimate of the cash balance at the end of the current fiscal year, and an estimate of the cash balance at the end of the next fiscal year; and (7) A detailed cost accounting of all instances in the previous fiscal year of the use of day labor or public or private contracts for construction, reconstruction, or improvement projects on either the farm-to-market or secondary road system, in the manner prescribed by rule of the department under Iowa Code §314.1A. The statement shall also include the costs of purchasing, leasing, or renting construction or maintenance equipment and an accounting of the use of such equipment for construction, reconstruction, or improvement projects on either the farm-to-market or secondary road system during the previous fiscal year. [Iowa Code §309.93].

The department of transportation has the power to approve or to disapprove the budget adopted by the board of supervisors. The department will act upon the budget and return the budget to the county not later than June 1. In the event the budget is not approved by the department, the department shall state the reasons for disapproval when the budget is returned to the county [Iowa Code §309.94]. In the event that a county secondary road budget or amended budget thereto is disapproved by the department, the county may elect either to revise such budget or amended budget so as to receive approval or the county may elect to operate with such disapproved budget or amended

Project Background

In summer 2015, initial meetings began to gauge interest in the concept of constructing an inclusive playground and Miracle League Field. A Steering Committee was developed to move this project forward and on October 25, 2016, Ames City Council directed staff to proceed with plans to construct a Miracle Field and Inclusive Playground in Inis Grove Park.

As plans were being developed and the Steering Committee began fundraising, The Ames Foundation (Foundation) agreed to serve as the fiscal agent for the funds raised and subsequently to oversee the construction of the project. As such, the City funded the design of the Miracle League Field and Inclusive Playground (MLFIP), but did not put any funding toward the project since they believed they could not per state law regarding bidding public improvements.

On July 31, 2018, City Council approved an agreement (Attachment A) between the City and the Foundation for construction of the MLFIP at Inis Grove Park. The agreement outlines multiple responsibilities of both parties.

The Foundation has been working with Harold Pike Construction (HPC), Ames to serve as the general contractor for the project. Based on the plans and specifications provided by the City, HPC estimated the project cost to be \$2,370,000. This figure does not include potential in-kind donations of construction services and materials.

The Foundation will pursue in-kind donations relating to the construction of this project. However, they are not able to pursue these donations until a letter to proceed is given to HPC. Because there has been no conversation with the sub-contractors, the Foundation is unable to provide an estimate for in-kind donations at this time.

The Foundation, HPC, and City staff have met to develop a list of possible cost saving measures. These measures will result in reducing the overall project cost to \$2,148,000 or \$2,027,400, depending on which items are selected. These items are described in detail in the Plans and Specifications Modifications section below.

As of June 6, 2019, the Foundation has received \$1,363,946 cash in hand, and \$462,833 in pledges, for a total of \$1,826,779 in cash or pledges. The outstanding pledges include a local service club (\$300,000), Harrison & Brittany Barnes Foundation (\$300,000), and six others (\$62,833). Additionally, the Foundation reports that twelve requests are still outstanding, in the amount of \$480,000. A Community Attraction & Tourism grant application is also being written for \$200,000, which is due July 15, 2019.

HPC has indicated that they must have a decision by mid-June whether the project will proceed this summer, or they will be unable to secure the required subcontractors, equipment, and materials. If HPC does not receive a commitment from the Foundation to begin construction by mid-June, the project construction will be delayed until 2020.

HPC estimates that if construction begins in June, the project can be completed this year with one major exception: the safety surfacing. Because surface and air temperatures need to be above a certain temperature to properly cure, the safety surfacing will not likely be able to be completed before temperatures drop in the fall. Therefore, this step will need to be completed once warmer weather returns in spring 2020, before the playground and field can be opened to the public.

It should be pointed out that the construction of this project will have a significant impact to Inis Grove Park. A portion of the park will not be available since the project area, which includes the southern portion of the Duff Avenue parking lot, will be a construction site. The Walnut shelter will not be available during this time; however, Shagbark and Red Oak will be. In addition to the normal construction vehicles coming and going, 7,000 cubic yards of dirt will need to be trucked off site. This will equate to over 700 truckloads.

Agreement Between the City and the Ames Foundation

Section 2 of the existing agreement between the City and the Foundation reads as follows (Attachment A):

2. The Foundation shall approve and pay expenditures or make disbursements from the Fund in order to construct the MLFIP. The MLFIP shall be built in accordance with plans and specifications approved by the City and The Ames Foundation at a later date. No construction shall begin on the Project until sufficient funds have been raised and/or pledged to complete the Project as described in the plans and specifications. Later approval of the plans and specifications by the City and The Ames Foundation is a condition precedent to the obligations to perform this contract. (Emphasis).

Recent discussions between the parties have raised the following two issues:

- a) **City staff believes this provision means the Foundation must have pledges and cash in hand equal to the amount required to construct the project in accordance with the approved specifications before beginning construction. The Foundation Board of Directors, however, interpret this provision differently, and has approved starting the project now that 90% of the funds have been pledged or collected. They believe that because \$1,826,916 have been raised of a new total project cost estimate of \$2,027,400 (assuming the recommended cost cutting measures are acceptable-Attachments B & C), then this 90% ratio satisfies the definition in the agreement that “sufficient funds have been raised.”**
- b) The second discussion point between City staff and the Foundation deals with whether or not City Council can take any action on this project without it becoming a City project. As a reminder, because this is planned to be a construction project with no City funds, the Foundation is not bound by the public improvement bidding law. The Foundation is concerned that if the City directs the Foundation’s work, beyond normal city functions (i.e.

Development Review Committee, etc.), then the City may be in violation of state law.

Staff believes that the two conditions outlined in Section 2 are appropriate. Before allowing a third party to construct a project on City property it is appropriate to make sure that the quality of the work as defined by the plans and specifications is approved by the City Council and that there have been sufficient funds raised to assure that the project will be completed as planned. Lack of sufficient funding could result in an unfinished project or the quality of the project jeopardized by ill- advised cost cutting. Since the responsibility to maintain the facility will shift to the City once it is donated, these are important issues for the City Council.

The City Attorney has discussed these two items and the agreement with the Foundation's attorney. It has been concluded that "sufficient funds" is not defined and open to interpretation. However, language in the agreement does stipulate that the further obligations of the agreement do not become effective until the project plans and specifications are approved by the City and the Foundation. **If City Council does not wish to proceed prior to all funds being raised, it should not approve the plans and specifications.**

Plans and Specifications Modifications

The Engineer's estimate for this project was \$2,087,122 which included a 5% contingency. Subsequently, HPC conducted a review of the plans and specifications and estimated the cost to be \$2,370,000 which includes a \$50,000 contingency. In discussions between the Foundation, HPC, and the City, it was determined that some items included in HPC's estimate was work that was intended to be done by others. In addition, some modifications to the plans were discussed which brought the cost estimate to \$2,148,500. These reductions are shown in Attachment B.

In order for the Foundation to ensure the funds raised and/or pledged was 90% of the project cost, another round of cost reduction items were discussed and if implemented would reduce the project cost estimate to \$2,027,400. These items are shown in Attachment C.

City staff feels the cost reduction measures highlighted above will not compromise the overall quality of the project. Furthermore, the Foundation has indicated that as additional funds are raised throughout the construction process, it may add back items that were eliminated from the plans for cost-saving purposes.

Potential Risks

The Ames Foundation and other partners in this project have made extraordinary efforts to raise funds for this project. Additionally, the Foundation has taken on a much larger role in fundraising than was originally planned. **However, there remains a shortfall between the actual cash in hand and the estimated cost for the project.** This project is unique in that many of the donors have contributed towards specific features within the playground and Miracle League Field. **Therefore, it is not possible to reduce the scope of the project any further to meet the budget without eliminating essential aspects of it.**

If construction begins without all funding in hand, there is risk that some portion of the \$462,969 in pledges may be uncollectable. Similarly, there is no guarantee that the outstanding requests and grant applications will be successful. If these funds are not secured before the project is complete, it may cause delays in the project's completion. It is important to remember that due to state law and City policies regarding bidding of public improvements, any funding shortfall cannot be made up by City funds without serious legal implications.

There also are significant risks from waiting until all of the funds have been raised. If there are delays in approving the plans and specifications, HPC has indicated it will not be able to construct the project this summer. Therefore, construction would be delayed to next year at the earliest, and the costs for construction materials and services are likely to rise.

The Foundation has expressed confidence that they can raise additional funds to finance the \$2,027,400 project. However, while optimistic that additional funds can be secured to meet the cost of the \$2,148,500 project, they cannot guarantee this will happen. If the City requires the full \$2,148,500 project to be built, the Foundation has indicated that they might have to withdraw from participation in the project, and seek to turn over the funds raised to date to the City.

Attachment A

This Agreement, made and entered into this _____ day of _____, 2018, by and between **The Ames Foundation**, an Iowa domestic nonprofit corporation organized under Iowa Code Chapter 504 (hereinafter sometimes called “The Foundation”), and the **City of Ames**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called “City”);

WITNESSETH THAT:

WHEREAS, members of the Ames community have expressed interest in the construction of a Miracle League Field and Inclusive Playground (“MLFIP”) in Ames, and

WHEREAS, The Ames Foundation has established a designated account for the purpose of receiving and disbursing funds for the construction of a MLFIP in Ames, and

WHEREAS, The Ames Foundation intends to serve as the Project Manager for the construction of the MLFIP, and

WHEREAS, The MLFIP shall be constructed upon property owned by the City of Ames, which has been identified as Inis Grove Park (the “Park”), and

WHEREAS, after completion of the MLFIP, the City shall enjoy sole control and possession of the MLFIP;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Foundation has established a designated account held by a third party financial institution for the collection of monetary contributions (donations, grants or other gifts) towards the completion of the Miracle League Field and Inclusive Playground Project (“Project”). This account shall be known as the Ames Miracle Field and Playground Fund (“Fund”). The Foundation represents and warrants that no governmental funds will be deposited in the Fund, nor shall any governmental funds be otherwise used in the construction of the Project.
2. The Foundation shall approve and pay expenditures or make disbursements from the Fund in order to construct the MLFIP. The MLFIP shall be built in accordance with plans and specifications approved by the City and The Ames Foundation at a later date. No construction shall begin on the Project until sufficient funds have been raised and/or pledged to complete the Project as described in the plans and specifications. Later approval of the plans and specifications by the City and The Ames Foundation is a condition precedent to the obligations to perform this contract.
3. The Foundation shall contract with a licensed general contractor to oversee and

manage the actual construction of the facilities. The general contractor shall contract with such sub-contractors as are necessary to complete the Project. The City shall have the right to attend meetings between The Foundation and the general contractor to ensure conformance with the plans and specifications and to prepare for interruptions to the regular activities within the Park.

4. The Foundation shall ensure that the general contractor and any subcontractors shall conduct their work in accordance with any applicable building and construction codes, shall obtain any permits required by state or local law, and shall conduct construction activities in accordance with all applicable environmental laws. The Foundation understands that the Project is being constructed in an active City Park, and shall ensure the contractor takes measures that meet the satisfaction of the City to secure the construction site and minimize any interference with park and recreation activities occurring elsewhere within the park.
5. The Foundation shall promptly report to the City any major or significant change orders requested by the general contractor. The City shall review whether such changes are compatible with the plans and specifications as originally agreed to. The Foundation may only approve change orders with the assent of the City. Such assent by the City shall not be unreasonably withheld. The City may make inspections of the Project during its construction, and shall identify any conditions observed that differ from the approved plans and specifications, which would cause the City to reject the completed Project.
6. Once construction begins, the Project shall be substantially performed and completed as agreed by the parties in the plans and specifications prior to the commencement of construction. The Foundation shall notify the City as soon as possible and provide a proposed plan to rectify the situation if, after the commencement of construction, it is determined that site conditions require either: a) alterations to the Project that would reduce the fundamental usefulness of the Project to the public, or b) increased Project costs (including contingency) greater than \$50,000 beyond available funding.
7. It is understood by the Parties that The Ames Foundation will assist the Project Steering Committee (an entity not a party to this Agreement) in fundraising for this Project.
8. For every gift, donation, contribution or any transfer of funds designated for the benefit of the Fund, The Ames Foundation will charge a one-time administrative fee not to exceed 2% of the amount received. This administrative fee shall become the property of The Ames Foundation to use as it deems appropriate. The balance of monies received shall be held by The Ames Foundation for the benefit of the Project, until its completion.
9. At the City's request, the Foundation shall provide a final financial report to the City of Ames upon completion of the Project.
10. The Foundation shall take reasonable steps to ensure that the contractor working on the Project shall maintain commercially appropriate liability and contractor insurance coverages at all times during the construction of the Project, which shall include insurance coverage for subcontractors. The limits and terms of such coverage shall meet the requirements established by the City's Risk Manager for projects of a similar scale occurring on City property.

11. Upon completion of the Project, the City will be entitled to make a final inspection of the Project and determine whether to accept the Project as constructed. The Foundation shall provide to the City a copy of the certification from the general contractor that the Project has been constructed lien-free and in accordance with the plans and specifications. After acceptance of the Project by the City, possession of the MLFIP will be turned over to the City of Ames, and The Foundation will make final payment to the general contractor. Thereafter, the Foundation will have no further responsibilities for the operation or maintenance of the Miracle League Field or Inclusive Playground.

12. Any funds raised in support of the Project in excess of the amount necessary for construction shall be held in the Fund by The Foundation for reasonable use as directed by the City for future maintenance, repairs or expansion of the MLFIP. The Ames Miracle Field and Playground Fund will not receive any earnings, according to the established policy of The Ames Foundation. The City will request the endowment funds from The Foundation as they are needed. Alternatively, the Foundation may elect to turn any excess funds over to the City for the sole purpose of maintenance, repairs or expansion of the Field and Playground.

13. This agreement will remain in effect until the completion of the Project and the exhaustion of any excess funds as described in paragraph 11 of this Agreement, or until terminated by both parties in writing.

14. This agreement may only be amended in writing with the mutual consent of The Ames Foundation and the City of Ames. This agreement is entered into this ___ day of __, 2018

The Ames Foundation

BY : __

Title: _

Date: _

The City of Ames

BY : _____ Title: _____

Date: _

Ames Foundation Miracle Field and All Inclusive Playground

Item	Description of Work	Contractor /Scope	Scheduled Value
1	General Requirements	Permit, Testing, Layout, Supervision, Temp Fence	144,000
2	Construction Administration - Snyder	Snyder - Construction Admin	5,000
3	Site Preparation	Construct	186,000
4	Site Utilities	Ames Trenching	96,500
5	SWPPP & Erosion Control	Soil - Tek	7,000
6	Ornamental Fence & Gates	Des Moines Steel / Door Fence Store	93,500
7	Concrete & Paving	Lakeside	417,000
8	Parking Lot Striping & Accessories	Speck USA	3,400
9	Hardscaping / Plantings / Seeding	Country Landscaping	83,200
10	Field Surface	Surface America	118,300
11	Playground Surface	Outdoor Rec / Surface America	203,100
12	Playground Equipment - Installation	Outdoor Rec	112,100
13	Playground Equipment - Equipment	Outdoor Rec	468,300
14	Site Amenities	Benches, Trash, Grills, Coal Bin, Shelters, Fountain / HPC	70,000
15	Bleachers	Beacon / HPC	17,900
16	Sport Lighting	Musco	39,100
17	Scoreboard & Foundation	Daktronics / HPC	15,000
18	Electrical	Nelson Electric	27,100
	Allowances		
19	Sensory Plaza		80,000
20	Entrance Feature		40,000
21	Dugouts		7,000
22	Signage		5,000
23	Picnic Tables		17,500
24	Haul off excess clay materials - if doesn't need to be hauled off.		64,000
			2,320,000

\$215K.

- if doesn't need to be hauled off.

Attachment B

Modifications to the Plans and Specifications to Reduce Project Cost to \$2,148,500

(If additional funds are raised, items could be added back in to the project)

Item:	Justification:	Savings:
1. Use black vinyl coated fencing instead of a decorative fence	Black vinyl coated fencing has been used in other City parks and does not jeopardize safety	\$ 20,000
2. Reduce concrete under the field and equipment to from 5" to 4"	The consultant indicates 4" meets the minimum depth as required by the manufacturer	\$ 11,000
3. Eliminate walkway by moving shelter closer to field	Having the shelter closer to the field is more convenient for users	\$ 5,600
4. Duff Ave. sidewalk by others	This was never intended to be the Foundation responsibility	\$ 40,000
5. Parking lot striping by others	This was never intended to be the Foundation responsibility	\$ 3,400
6. Reduce landscaping	This will provide less plant material but not impact the overall look of the park	\$ 5,000
7. Reduce limestone blocks	This will reduce the number of blocks but they are not a functional component of the park	\$ 14,000
8. Eliminate surfacing on the hillside	This will not impact the functionality of park if this is eliminated	\$ 7,000
9. Reduce benches and trash receptacles	This will not impact the functionality of park if these are reduced	\$ 4,000
10. Reduce the shelter size from 12' x 20' to 12' x 16'	The reduction is still an appropriate size shelter for this setting	\$ 4,000
11. Reduce the two smaller bleachers with the large one remaining	Other communities have indicated many people bring chairs with them and most spectators do not use bleachers	\$ 10,000
12. Reduce the allocation for the sensory plaza	Scaling back on this will not impact the purpose of the plaza	\$ 50,000
13. Reduce the allocation for the entrance feature	Providing a simpler entrance feature will not impact the overall park	\$ 30,000
14. Eliminate picnic tables and use what is in the park	Picnic tables are already in the park that can be used for this purpose	\$ 17,500
TOTAL		\$221,500

Attachment C

Additional Modifications to the Plans and Specifications to Reduce Project Cost to \$2,027,400

(If additional funds are raised, items could be added back in to the project)

Item:	Justification:	Savings:
1. Eliminate Miracle League Field lighting	This can be eliminated, but should be added back in if additional funds are raised	\$ 39,100
2. Eliminate contingency	The Foundation will incur this expense if necessary	\$ 50,000
3. Eliminate Snyder & Associates retainer	The Foundation will incur this expense if necessary	\$ 5,000
4. Sidewalk to Duff Ave. by others	This could be included in Parks & Recreation's path project for Duff Ave. and 24th Street	\$ 15,000
5. Drinking fountain by others	A fountain is purchased for this park but has not been installed so it is not damaged during construction	\$ 4,000
6. Eliminate concrete east of Walnut shelter	This is not relevant to the success of the project	\$ 2,000
7. Eliminate the concrete apron around the restroom	The concrete apron is part of the restroom project	\$ 2,000
8. Eliminate the scoreboard expense	A scoreboard has been donated so this expense is not needed	\$ 4,000
TOTAL		\$121,100

Story County Economic Development Group Meeting Minutes

August 17, 2017

Community Center – Maxwell, Iowa

- 1. Welcome & Introductions** – meeting called to order at 10:02 am. Welcome to Maxwell by Mayor Gast.

Attendees: Jennifer Davies-Slater, Amy Knowles-Colo, Brenda Dryer-AEDC, Greg Schlueter-Collins, Drew Kamp-Ames, Lynn Schulte-Roland, Marty Chitty-Story County, Scott DeYoung-Cambridge, LaVon Schulz-Nevada, Steven Gast-Maxwell, PJ McBride-Zearing, Craig Henry-Huxley, Sonja Arellano Dodd-Gilbert, Abby Huff-Story City, Karen Davis-Zearing, Jodi Meredith-Roland, Lauris Olson-Story County, Mark Jackson-Story City, Leanne Harter-Story County, Lynn Scarlett-Nevada Chamber of Commerce, Amanda Sharp-Progress Industries

- 2. Approval of Minutes from 5.11.2007** – moved by Kamp, second by Meredith, vote taken, all ayes.

- 3. Presentation/Discussion by Amanda Sharp Progress Industries – Work-related transportation barriers for all Story County rural residents and how to improve services for special needs clients within Story County.**

Amanda and Shelby sought input from the group on the need in their communities for reducing transportation barriers that may be keeping people from taking employment outside their rural communities. In general, all rural communities seemed to note the goal is to enhance transportation for all populations, not just special needs clients. Progress Industries has a grant to develop a plan should there be a strong need identified.

- 4. Review and Approve of FY 2018 Project Funds request (previously known as “pool” funds)**

Davies presented requests in the total amount of \$17,000 from 9 communities. \$15,000 in funding has been allocated to support project funds in 2018.

Moved by Gast, second by Henry to reduce all applications the following amounts with the resulting funding by community to be:

City of Zearing	\$2278
City of Cambridge	\$1778
Colo Development	\$778
City of Kelly	\$1278
Story City Development	\$778
City of Collins	\$2278
Nevada Chamber	\$2278
Ames Foundation	\$2278
City of Huxley	\$1278

Vote taken – ayes with two nays.

Jackson and DeYoung noted concerns that application funding amounts should have been prorated versus a flat rate taken from each application to fund all. Both noted concerns with Zearing application. Jackson expressed concerns with funding Collins application. Gast commented concerns are valid and questioned whether a better way to score and provide recommendations to the Board of Supervisors existed. Group members discussed options for prioritization of projects. Direction given to come back at a future meeting to discuss potential scoring criteria and benefits of such a program.

5. Community and County Updates

- Gilbert: new café open with limited hours; old city shop up for lease; C3 zoning east of city hall may be used for part commercial development and part townhomes; Gretten paving project underway.
- Nevada: Lincoln Highway Days coming up; company that has been in Nevada nearly 30 years has merged with another one, and as a result a 60,000 plus square foot building is available; Brightbelt located in west park; DuPont has spent over \$400 million at this point with about 125 employees.
- Ames: Eastern Industrial Annexation Area is official, and parties are working with Alliant and Olson and Associates to master plan the area; Barilla's expansion should be starting any day; I-35/U.S. Highway 30 improvements underway.
- Kelley: Bar/pizza place is opening this fall; two new houses under construction; new water line is going in.
- Zearing: Zearing Days held at the end of July and benefit went well; work on the façade for the grant awarded by Story County underway.
- Maxwell: Old Settlers Day finished; city met with the developer on the north side of town; working on sewer redesign for new NPDES permit.
- Huxley: Preparing for Prairie Fest; new company moving into an 80,000 square foot building in Blue Sky Commons, with hopefully two other companies located there; new housing construction slowed for permits for remodeling increased three-fold; Iron Bridge development proposed on north side of town.
- Cambridge: storm sewer project completed; bricking outside of the community building and a December 1st opening is anticipated.
- Story City: road construction impacting community; Comfort Inn is sale pending; industry tour scheduled for 10/17: VF Outlets closing and school potentially moving football field there contingent on bond vote.
- Roland: last of lots sold in industrial park; new water line construction underway; road by the school modified to "one way"; discussions starting about new pool construction.
- Story County (Brenda Dryer): Story County Housing Trust Funding waiting on concepts to be approved; new school year and looking forward to K-12 programming including the SCALE program. (Lauris Olson): Lauris noted she is

attending IFA's housing conference and looking forward to bringing back information to the group.

- Colo: two lots lefts in business park; housing development is moving like a snail; school bond issue to be considered in September.
- Collins: old firehouse is sold and moving into new firehouse on October 2; old grocery store demolish being scheduled.
- Slater: new sewer line/expansion construction to the west underway; permeable paver project being done in park; 22-unit housing development breaking ground on phase one in September.

6. Discussion/Organization of Community Tours/1st Impression Site Visits

Jennifer noted that not all the community tours were completed and questioned how to approach finalizing the site visits and reviewing the outcomes. She asked that each group send final forms by September 8th.

7. Comments Regarding Non-Agenda Items

Leanne commented that AEDC had created a new logo for the group. It will be distributed for review and comment prior to the next meeting. She also noted the forms as required by the bylaws would be shared at the next meeting.

8. Dates to Remember

9. Next Meeting – Thursday – October 26th at 10:00 am

The meeting will be held in the public meeting room at the County Administration Building in Nevada.

10. Adjournment

PROGRAM OVERVIEW

The Community Attraction and Tourism (CAT) program assists communities in the development and creation of multiple purpose attraction or tourism facilities. CAT awards can help position a community to take advantage of economic development opportunities in tourism and strengthen a community's competitiveness as a place to work and live.

This document contains instructions and guidelines for preparing a complete application. Applications are received by the Iowa Economic Development Authority (IEDA) and reviewed by the Enhance Iowa Board quarterly. Please contact Alaina Santizo, Project Manager, at enhanceiowa@iowaeda.com or 515.348.6162 with questions.

Applicants

Eligible applicants include a city, county, public organization, or school district in cooperation with a city or county. "Public organization" means a not-for-profit economic development or other not-for-profit organization that sponsors or supports community or tourism attractions and activities. Any of these entities may co-apply; if a school district applies, they must do so as a co-applicant. The applicant should be the intended entity to contract with the Enhance Iowa Board to receive CAT funds and undertake the funded activity.

Projects

Eligible CAT projects must primarily be vertical infrastructure with a demonstrated substantial regional or statewide economic impact. "Vertical infrastructure" means land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails.

CAT projects may include but are not limited to the following: museums, theme parks, cultural and recreational centers, recreational trails, heritage attractions, sports arenas, and other attractions. "Attraction" means a permanently located recreational, cultural, educational, or entertainment activity that is available to the general public.

Work that has been started prior to the potential CAT Award date, except the acquisition of real estate, is ineligible for grant funding and must be omitted from the application. This includes architectural fees, engineering fees, site preparation, etc. If construction has started on your project, please contact the Program Manager before applying.

CAT Awards

Historically, CAT awards have been between 10-20% of total project costs. The Enhance Iowa Board has an award cap policy of \$1 million, and typically does not make an award of more than 20% of project costs. Most recent CAT awards have averaged 15% of total project cost. CAT awards are "last dollar in," which means the Enhance Iowa Board will not make an award until the applicant has raised all or most of its fundraising match.

Fundraising Match

Applicants must document at least 65% of the total project cost has been raised prior to applying. This must be in the form of cash donations or pledges. Financing and loans cannot be used to reach the 65% fundraising threshold. Previously spent funds do not count as match. Other state funds cannot be attributed to the fundraising total until the applicant has raised 50% of the total project cost. Up to 25% of an applicant's fundraising match may be made up of documented in-kind donations. To be competitive, it is recommended applicants have 70-80% of the total project cost raised prior to applying.

The Enhance Iowa Board requires each application to have cash contributions from the city and the county in which the project will be located. The Enhance Iowa Board also requires cash contributions from both businesses and individuals.

Security and Contracts

The Enhance Iowa Board reserves the right to negotiate the amount, terms, and other conditions of a grant prior to making a CAT award. Following notification of an award, a grant agreement specifying further terms and conditions will be executed.

The Enhance Iowa Board will not make a CAT award if it is determined any representation, warranty, or statement made in connection with this application is incorrect, false, misleading, or erroneous in any material respect. If the Enhance Iowa Board provided an award prior to discovery of the incorrect, false, or misleading representation, the Enhance Iowa Board may initiate legal action to recover the CAT funds.

Allocation of Funds

One-third of the funds available through the CAT program shall be allocated to projects in cities with populations of 10,000 or less and/or in counties that are among the 33 least populated counties in Iowa. If any portion of these funds has not been awarded by April 1, the funds shall be available for any community or county in the state. (The smaller population areas are not limited to one-third of the funding and may access the remaining funding as well).

Deadlines for Application Submission

Applications are accepted quarterly: January 15, April 15, July 15, and October 15. If the 15th is on a weekend or a holiday, applications will be due on the nearest workday. Applications received after 4:30 p.m. will not be considered for funding and will need to be resubmitted in the next application round.

Evaluation of CAT Applications

Applications to the CAT program are evaluated in two stages:

Stage 1 – Eligibility

Threshold eligibility requirements are evaluated by staff and include:

- Eligible Applicant
- Benefits
- Local Support
- Vertical Infrastructure
- Fundraising

Stage 2 – Evaluation

Applications that clear staff review will be invited to present to the Enhance Iowa Board. Applications remain before the Enhance Iowa Board's CAT Review Committee until the Committee is confident the applicant can close any remaining fundraising gap within a given timeframe (usually 30-60 days). The Enhance Iowa Board will use the following factors to determine the level of assistance once the eligibility guidelines have been met:

- Breadth of fundraising
 - A broader base of fundraising support will be considered more favorably
 - Range of size and scope of funding sources will be considered
- Community/Regional/Statewide Impact
 - A larger award will be considered when the project has an impact that goes beyond the local community
- Catalyst for additional development
 - The ability for the project to spur additional development will be viewed favorably
- Sustainability
 - Consideration will be given to the feasibility and sustainability of the proposed project.

GENERAL APPLICATION INSTRUCTIONS

Read these instructions carefully before completing the application. Refer to the CAT Administrative Rules (Chapter 261.211) as necessary to ensure compliance with CAT program requirements.

COMMUNITY ATTRACTION AND TOURISM

Inaccurate information may disqualify the application from consideration.

1. Submit a Notice of Intent to Apply found at (website link)
2. Use clear and concise language in the application narratives.
3. The application must be printed using a font that is no smaller than 10-point type and be inserted in a three-ring binder. Place attachments immediately following the applicable section.
4. An executive summary and the completed application forms (Cover Sheet, Financial Forms, and Minority Impact Statement) should be placed in the front of the application.
5. Submit an original application (with original signatures) and one copy to:

Enhance Iowa Program Manager
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309-1819

6. Submit one electronic version of the application. This can be provided using a USB Flash Drive or emailing the document to enhanceiowa@iowaeda.com. A tabbed PDF document is preferred.
7. At least 65% of total project costs must be raised upon application. If less than 65% is documented, the application will be disqualified.
8. Each application must document cash contributions from the city and the county where the project will be located as well as private sources like businesses and individuals.
9. If you have questions about the application, please contact the Program Manager at enhanceiowa@iowaeda.com or 515.348.6162.

RESOLUTION #20-06

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.255 and 321.285 Subsection 4 of the 2019 Code of Iowa to determine, upon the basis of an engineering and traffic investigation, that the speed limit on any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been completed in accordance with Manual on Uniform Traffic Control Devices, Section 2B-13, by the Story County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that a speed limit be established and appropriate signs be erected at the location described as follows:

- 1) On Secondary Road 19th Street, beginning at the center of Section 17-83-22 and then running north 2722 feet to the south city limits of Nevada, shall be established at 35 miles per hour for the northbound lane. (Story County currently has jurisdiction of the east half of 19th Street. The City of Nevada has taken action to establish the same 35 mph speed limit on the west half of 19th Street)

This resolution supersedes and voids all previous resolutions establishing speed limit on the road section above described. Speed Limit to be effective upon erection of signs.

Adopted this 9th day of July, 2019

Moved by: Heddens

Seconded by: Olson

Voting aye: Heddens, Olson, Murken

Voting nay: None

Absent: None

Not voting: None

Recommended Approval by:

Darren Moon 7-1-19
 Darren R. Moon, P.E. Date
 County Engineer

Linda Murken
 Linda Murken, Chairperson
 Board of Supervisors

ATTEST: Lucy Martin
 Lucy Martin
 County Auditor

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 9th day of July, 2019 ("**Effective Date**") by and between the Story County Board of Supervisors, whose address for purposes of this Agreement is 900 6th Street, Nevada, IA 50201 ("**County**") and Story Wind, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, FL 33408 ("**Wind Operator**").

RECITALS

WHEREAS, Wind Operator is repowering a commercial wind turbine electrical generation facility ("**Project**") on a site located in Story County, Iowa, with approximately 100 wind turbine generators and an expected total nameplate capacity of approximately 162 megawatts ("**MW**"); and

WHEREAS, Wind Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "**Roads**") over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, said hauling operation may generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to pavement and drainage structures;

WHEREAS, Wind Operator intends to restore or repair such damages promptly upon completion of the hauling operations such that the roadway surface, pavement, and/or drainage structures damaged by the hauling operations are returned practically to their pre-hauling operation condition(s); and

WHEREAS, the County has asserted that it is in the public's interest to have the cost of repairing such damages, if any occur and to the extent the same are not restored or repaired by Wind Operator as contemplated herein, reimbursed to the County upon completion of the hauling operation and has requested Wind Operator agree to follow certain terms in connection with said hauling operation, including reimbursement of certain costs and posting of a bond, as described below.

WHEREAS, Wind Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Wind Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Wind Operator. As of the date of the Agreement, the company representative is Kimberly Dickey (319) 536-4891.

b. At least sixty (60) days prior to beginning construction of the Project, provide the County with a preliminary site plan identifying turbine locations, site access points, and road crossings, to be attached as Exhibit A, along with the preliminary transportation route for the Project equipment attached as Exhibit B, subject to amendment;

c. Provide plans to the County for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Wind Operator during construction of the Project; make any necessary improvements; and at the conclusion of construction, remove any such improvements as the County directs and restore the affected property to its original condition;

d. Erect permanent markers indicating the presence of the Cables and install tape in any trench in which Wind Operator has placed or will place Cables in a County right-of-way. All Cables shall be buried at a minimum depth of forty-eight (48) inches below the road surface;

e. Notify the County Engineer's Office forty-eight (48) business hours in advance of all oversize transportation and crane crossings over, across or along any Road;

f. Transport or cause to be transported the tower segments and other oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

g. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Wind Operator will provide no less than forty-eight (48) hours' notice when reasonably practicable and will provide all materials necessary to close the Road;

h. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

i. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials

and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to such damage occurring, to the extent reasonably possible;

j. Cables must cross a road, in which case, these Cables will be bored under the road, buried at a minimum depth of forty-eight (48) inches below the road surface and the crossing shall be restored promptly to its pre-construction condition;

k. Dust control shall be placed on haul routes as reasonably required by the County.

2. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Within fifteen (15) days following the Effective Date of this Agreement, designate a County representative with authority to represent the County at (515) 382-7355;

b. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair. During the construction of the Project, Wind Operator shall perform daily maintenance of the Roads, as necessary.

c. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in Exhibit A;

d. Timely review and approve plans for all Project-related utility encroachments on County rights-of-way; which are submitted by Wind Operator in accordance with Exhibit A;

e. Authorize the designated County representative to agree on behalf of County to revisions to Exhibit A and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Wind Operator.

3. Planning Inventory

a. Road Inventory

1. Pre-Construction Inventory. No later than July 31, 2019, the Parties shall jointly perform a survey to record the condition of the pavement surface of the Roads which will be used in the transport of equipment to the Project. During this survey, the entire length of the roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse the County for all costs associated with the Pre-Construction Inventory.

2. Post-Construction Inventory

i. Upon completion of construction of each phase of the Project, representatives of the County and Wind Operator will perform a post-construction inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre and post-construction data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the County and Wind Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory shall be borne solely by Wind Operator.

ii. Wind Operator shall be obligated to, make any or all repairs necessary to return the roads to a pre-construction condition, at its sole cost and expense. Within five (5) calendar days following the completion of the Post-Construction Inventory, Wind Operator shall provide notice to the County identifying those repairs which Wind Operator agrees to undertake and the expected date by which such repairs shall be completed.

iii. In the event that damages to the roadway, including drainage structures, are not restored and or repaired as otherwise required herein, such that it becomes necessary for the County to undertake the restoration and/or repair work itself, Wind Operator shall reimburse the County for the actual out-of-pocket cost of such work determined by the County Engineer as necessary, within thirty (30) days of receipt of itemized costs by the County Engineer. In making such determinations, the County Engineer will treat Wind Operator and Wind Operator-affected roadways, including drainage structures, the same as he would other landowners in terms of both the repairs deemed necessary and the costs of such repairs. Specifically, the County will be entitled to reimbursement for the actual cost of replacement of roadway, including drainage structures, and Wind Operator will not be entitled to a decrease in such actual costs on the grounds that the drainage structure was already depreciated; provided, however, that the replacement will be made in like kind to that thing being replaced. Video taken by Wind Operator prior to and upon completion of hauling activities may be used to determine these damages.

b. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and the County shall review and approve the same in accordance with Sections 2.

c. Bond. Post surety bond approved by the County, shown herewith in Exhibit C, in the amount of not less than \$750,000.00 ("Surety Bond"). The Surety Bond shall remain in full force and effect as of the Effective Date of this Agreement and continue in full force and effect for one (1) year from the date of the final haul. Damages covered by the Surety Bond shall include the full cost of repair and replacement of the roadway, collateral structures and all overhead costs to the County.

4. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity. Wind Operator agrees to indemnify, defend and hold harmless, the County (its officers, employees and agents) from all claims arising from permitted use of the public

right of way by Wind Operator. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the County.

b. **Limitations of Liability.** In no event shall Wind Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. **Required Insurance.** Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

5. Miscellaneous

a. **Remedies and Enforcement.** The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. **Due Authorization.** Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. **Severability.** If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. **Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification

to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via electronic mail) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of an originally signed counterpart to this Agreement.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

h. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

i. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

j. Failure of County or Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Whenever in this Agreement the approval or consent of either County or Wind Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

m. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.

[remainder of page intentionally left blank]
[signatures begin on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

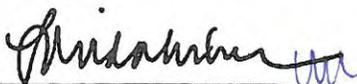
Wind Operator:

Story Wind, LLC
a Delaware limited liability company

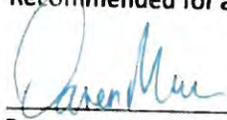
By: 
Michael O'Sullivan, Vice President

County:

Story County Board of Supervisors

By:  7/3/19
Linda Murken, Chairperson

Recommended for approval by:

 7-3-19
Darren R. Moon, P.E. Date

Approved as to Form:

By: 
Jessica Reynolds
County Attorney

EXHIBIT A

Site Plan

[Faint, illegible handwritten text]

EXHIBIT B
Transportation Route



Secondary Road Department
Darren R. Moon, P.E. County Engineer

Road Department
Quarterly Board Report
7-09-2019

Maintenance Work Update:

The last five months have been extremely challenging for our department due to the severe winter and the soft spring gravel road conditions. The gravel roads are finally starting to firm up but we have never seen it take this long before. We still have some soft spots into July and it will take some time to work our roads back into shape.

The wet spring has also caused vegetation to grow very quickly this spring. We have been mowing for safety reasons even though state law requires us to wait until after July 15th to mow. We are allowed to mow for safety reasons.

Rock hauling: Contract haul recently completed after long delay due to soft roads, hauled over 30,000 tons to area just east of I-35. Contract haul cost \$487,950. Hauled another \$400,000 with own crews.

New salt contract recently approved through the DOT. Blackstrap Inc. will be our new supplier at \$77.58 per ton. Was \$67.99 last year. \$35,000 carryover to FY20 due to delayed delivery of salt.

Construction Project Updates:

Seven projects this year: (all projects have been let but none have started)

E63 Asphalt Overlay-Collins	\$ 971,611 - FM
Palestine 13 Box Culvert	\$ 234,285 - SWAP
Palestine 11 Box Culvert	\$ 159,482 - FM
Sherman 33 Box Culvert	\$ 109,494
Collins 19 Box Culvert	\$ 85,734
Grant 29 Box Culvert	\$ 104,025
Indian Creek 5 Box Culvert	\$ 93,809

Construction Project Design:

220th St. paving plans completed, start r.o.w. purchasing this summer, timing of bonding?

Started design work on 530th Ave. paving project, plan to start utility coordination

Working on plans for Hickory Grove Overlay, 535th paving, and seven other bridge/culverts for next year

Federal Bridge Bundling Grant:

Could fund E18 bridge project in FY20. Bundled with Franklin County bridge

No word yet on grant approval, award has been delayed

End of FY Budget:

Final expenditures were 85% of amended budget amount, unspent amount mostly due to construction carryover.

Overtime and Equipment Repairs/Parts were the major overrun items

Bridge Repairs:

-322nd driveway bridge, rebuilt beams, decking and concreted backwall

- Izaak Walton Bridge, replaced railing

- Fixed a number of other bridge backwall washouts

Hickory Grove Pipes:

Conservation is in the process of draining Hickory Grove Lake

Large culvert under 680th Ave. undercut by water, pavement settled 6 inches and road was closed.

Repairs have been made but road may remain closed to accommodate dirt hauling safely

S27 Tile Collapse:

Old road tile collapsed under pavement causing a hole in the road. Had to close road in order to repair the tile. Road back open on July 3rd.

Out Shop Update:

Have moved into the new Kelley and Roland shops, bathrooms built by staff

Plan to build salt bin at Kelley this fall, getting quotes for hoop structure and slab

DEF tanks installed for new motor graders

McCallsburg shed temporarily closed until east wall repairs are made

Ames Shed:

We no longer have a use for the Ames shed. Emergency Management is using it for trailer storage. Would like to turn utilities over to Facilities. Exterior needs paint.

NextEra: Turbine Blade Replacements:

Finalized Road Use Agreement. Working with NextEra on intersection widening and driveway permits. Working on the routing and permitting of hundreds of oversize permits. Work scheduled to start this summer.

Radios:

Starting to get pricing of new radios

Should be able to finance the new radios if we go that direction

Current annual cost of radios went up to \$31,954 (from \$25,534) due to new tower fees

Cameron School Rd and GW Carver Intersection:

Still working on possible agreement for roundabout or stop lights

DOT Projects:

260th St. hauling for I-35 project, DOT applying dust control and will pay for rock

245th St. borrow pit

13th St. (Nevada project)

Drainage District Issues:

DD #20 -

-Railroad tile boring - \$49,000 estimate for bore, Low bid came in a \$74,350

-Fernald tile, getting estimate to remove large tree (new owner) approx. \$3500

-John Hunter tile work still planned this year. Corbin, violation for wood piles

DD #88 -

-Another railroad tile blocked, now seems to be working so project on hold

DD #112 -

- Large hole repaired by contractor, \$11,600 bill to small district (Union 13)

Arrasmith drainage - private contractor opened up tile outlet, will continue to monitor

House Move: on 290th St. to 570th Ave.

Dust Control: Second application scheduled for last week of July

Equipment Operator I: position open - interviews this week

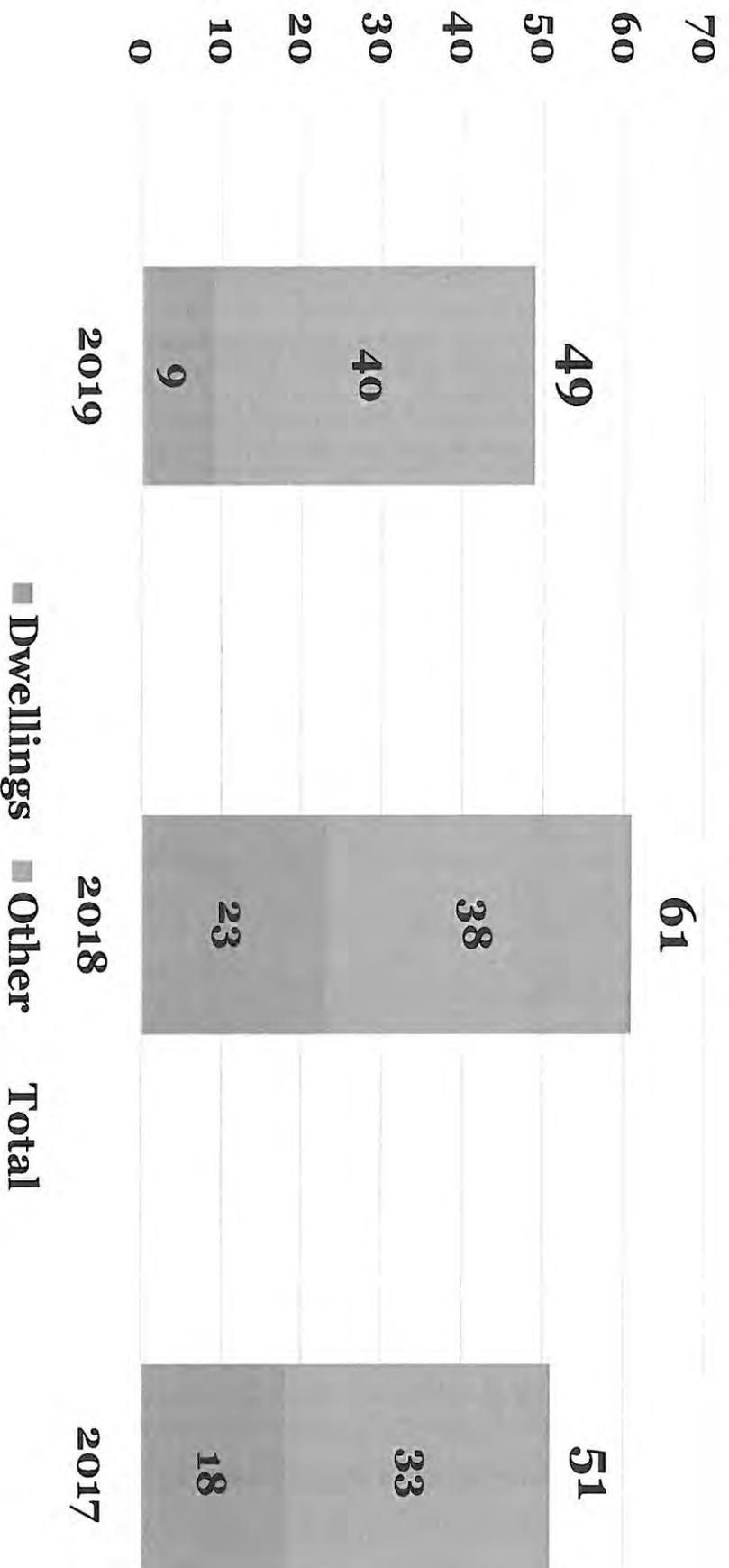


Board of Supervisors

**Planning and Development Department
Quarterly Report—Second Quarter 2019**

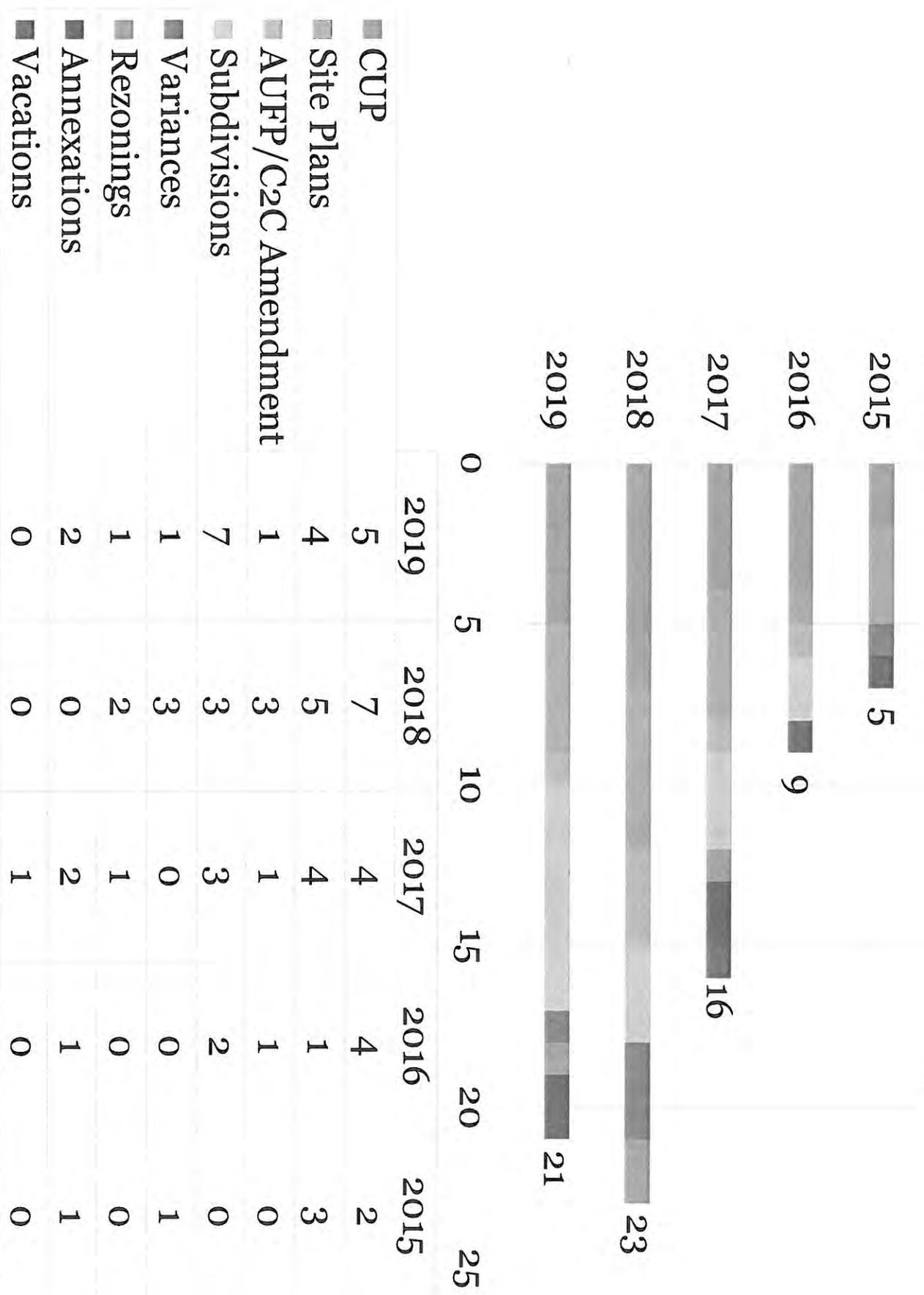
Tuesday, July 9, 2019

Second Quarter Zoning Preliminary Zoning Permits Compared



- One additional permit for a dwelling not issued - south of Nevada on 620th
- 14 agricultural exemptions, one for a dwelling in 2019—up from 8 total in 2018 and 5 total (two dwellings) in 2017
- Average dwelling value in 2019 was \$300,792.88, in 2018 was 225,127.7 and in 2017 was \$236,718.00

Development Activities: Second Quarter Compared



*Two special event permits second quarter 2019

Activities Compared & Other

- **Insignificant Modifications to CUPs: one in second quarter 2019, 4 in 2018**
- **Property Research: 7 in second quarter 2019, 15 in 2018**
- **Conceptual Review: 5 in second quarter 2019, same as 2018**
- **U.S. Census Complete Count Committee – May 22, 2019**
- **U.S. Census New Construction Program – Nov. 22, 2019**
- **Support Appeal on Hickory Grove Mobile Home Park**

Other Activities

Past Cases

- CUP03-19 Raspberry Hill Perkins – 5500 240th St.
- CUP04-19 Ames Water Well – Stagecoach Road
- CUP05-19 Story County Wind Conversion (NextEra Energy) – Warren, Lincoln & Sherman Townships
- VAR03-19 Minnowa Construction Borrow Pit – 245th St.

Current Cases and Projects

- Roland Veterinary Clinic Rezoning - 58931 130th St.
- Dakin's Lake Cabin CUP – 70613 130th St.
- Stormwater and Erosion Control Ordinance
- Subdivision Streets - Work Program
- Debris Management Sites – Work Program
- Land Development Regulations Review – Work Program

Complaints

- Crestview Mobile Home Park - 5615 Lincoln HWY
- Ball – 56314 170th St.
- Engstrom – 57646 210th St.
- Houge – 53130 280th St.

2019 Work Program

Tier 1 High Priorities (Completion by March)

Source: C2C Plan = C2C

Other = O

1. O-Construction/Demolition Landfill
2. C2C-Audit regulations to determine whether we have Smart Development Practices that limit disaster impacts
3. O-Stormwater Ordinance
4. C2C-Develop and implement requirements for groundwater impact analysis
5. O-Grading Permits (Stormwater Ordinance)
6. C2C-Designate Natural Resource Areas on future land use map (In Growth Townships)
7. O-Identify and determine if subdivision roads including private drives in unincorporated Story County have been dedicated to the public. Report on the history, purpose, and current signage of these roads.

2019 Work Program

Tier 1 High Priorities (Completion by August 2019)

8. O/C2C-Conduct a comprehensive review of Land Development Regulations, including rezonings, as necessary to implement C2C and future land use map and review regulations adopted prior to 1985 for obsolete, ineffective or unenforceable regulations.
9. C2C-Comprehensive review and update of LESA
10. O-US Census (2019 August – Final review of data)



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APPROVED **DENIED**

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Discussion and Direction Regarding County Presence at the 2019 Story County Fair
DATE: July 2, 2019

Board Member Initials: _____

Meeting Date: 7/2/19

Follow-up action: direction - talk

next year
about doing.

For the past two years, Story County had a booth at the Story County 4H Fair. The booth is staff by County staff members signing up for various shifts throughout the days of the Fair. Offices and departments have provided brochures and items to give away.

Following last year's event, staff distributed a survey to those who participating and in August, presented those comments to the Board (those are below). The Board then discussed the suggestion that for the 2019 event, Story County forego the booth and "host" a Story County night at the Fair.

Staff is bringing the discussion to the Board on July 9th to receive direction as to what Story County's presence may look like at the 2019 Fair (July 19 – 24).

How do you think your shift(s) at the fair went?

- I think it went well.
- Slow but well
- It went okay. I had minimal traffic.
- Good
- It went well. Good weather!
- Very well, Leanne and her staff did most of the work before I arrived and we talked to a few people interested in County Services.
- Okay, not too many people. I thought that the length of the shift was perfect.
- Both shifts went well. I think 1 1/2 hours per shift is a good amount of time.
- Fine, no issues.
- Poorly attended
- Fairly slow
- Good
- Wonderful.
- I think all of them went well.





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- Modestly attended both times. Was asked some interesting questions
- Good

Approximately how many visitors did you have per hour? Any suggestions on how to increase participation?

- About one per hour. I think if the booth were facing the main traffic pattern instead of the side more people might stop and look.
- Maybe five per hour? I think we should ask about a different location next time.
- 1 - kid
- 2 We could move to a better location
- 5-8 = unless you invite them in, most people just walk by
- We talked to 4 to 5 people per hour. The people, especially young people, like give away items. The young people also liked to play the games.
- Maybe 3 to 4
- 8
- A family of three stopped by. There was a lot of material displayed on the tables, maybe it was too imposing and didn't promote a friendly or welcoming stop?
- For the 1 1/2 hours, there were 6 adults and 7 kids
- 2 or 3; I don't think the location is ideal
- 1 or 2, I was part of the initial fair set up
- 5-12
- 5-10
- 5-6 I think we do a super job on providing information.
- 6 visitors per hour.

Visitors were more interested in the printed materials, etc. from which departments?

- Conservation and Emergency Services
- Conservation - specifically IRVM
- The Raising Readers corner
- Mostly wanted free stuff, one question on radon.
- Freebies -- Board of Supervisors, Conservation, playing the wheel game
- I talked to someone interested in drainage district issues and the reading program.
- Didn't really notice anything in particular.
- Emergency Management and Conservation
- Free children's books.
- Chap stick, free kiddo books, and Conservation handouts
- Sheriff
- Not many visitors during the time I was there





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- I would say Conservation
- Conservation
- Conservation and Secondary Roads
- The frisbees were a hit.

Which department(s) did you receive questions about?

- Conservation
- Conservation
- None
- Health
- Conservation
- Drainage Districts
- Environmental Health
- No questions were received
- No particular department.
- Health Department; not many questions
- None
- None
- Conservation
- Received questions on the new park coming to Ames, Can't remember the name on it but there were brochures.
- BOS/Conservation/Secondary Roads/Assessor/Treasurer
- IRVM/DD Program

Do you feel as if you received enough direction/guidance on how to work the booth? If no, what can we provide you with to make you feel better prepared?

- The information about arriving 10 minutes early and wearing my badge I didn't read until I got to the booth and read the book. That would have been good to know ahead of time. But otherwise, I thought everything was explained well.
- Yes
- Yes
- Yes, enough guidance.
- Yes
- Yes thank you.
- Yes I received enough direction
- Possibly more communication that beginning/ending shifts will set up/close the booth. Also could not locate the map of the booth so information was placed in the correct location.





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- Yes, no issues.
- Asked to show up
- Yes
- Yes
- A map of the fair included in the email communications would be nice, if fair goers ask a question about where the restrooms are located or where an event is taking place it would be nice to be able to direct them.
- I think so. I had to ask about the books, if they were to be read there or were available to take home
- I was fine
- Yes

Do you feel that the location of the booth was in a good location?

- Yes
- No - it would be much better if we could face the road where most people are traveling.
- Not sure.
- No, bad location
- Too close to animals...
- Yes by the food is good because people wandered from there to our booth.
- Yes
- Yes
- It was a very good location, lots of foot traffic to the 4-H booth.
- Yes
- No
- Is it possible to get space indoors? That would help with managing all the papers.
- Great location
- Yes
- Good enough
- No. It could be relocated to pick up more traffic.

Please use this space to list any suggestions/ideas for improvements for next year.

- I can't think of any suggestions.
- Thanks for organizing!
- I would suggest hosting a night at the fair or cut back on the amount of time we are there and the materials. It is great that we have a presence there but from my experience, we haven't had much traffic. It could be the location or maybe people are just not interested in what we have to offer at our booth.





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- Loved the free books for kids. We need to move along side the cattle barn on the main road.
- Fan in the booth area, all papers/flyers in some kind of holder
- Maybe more games for young people and items to give away. They liked the bags and books.
- I do not have any
- Coordinate the times of the booth with the various livestock shows.
- Maybe a smaller tent? So as not to overwhelm the visitors, maybe down-size the clutter and place departmental information in a vertical rack - one slot for each dept. and maybe a big bowl of candy placed next to it.
- Shorter time period
- Try to get a better location
- Perhaps playing a video featuring the different departments or large projects being worked on.
- Some interactive information would bring more visitor interest and that might carry over into conversations at work, etc, so people get excited about what Story County has to offer.
- The Frisbees, bags, and Wheel of destruction were the biggest hits. Everyone loves free stuff. I think the information was laid out well and was easy to find. Had a lot of kids coming over asking questions.
- More bling for the folks with our branding
- Free stuff for the kids seems like the way to go to get the parents to stop by and chat.

