CITY OF INDIANOLA COUNCIL MEETING

January 5, 2026
6:00 PM
City Council Chambers
110 N 1st Street, Indianola, IA
Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment**
5. **Consent Agenda**
    A. Approval of Agenda
    B. Approval of Claims
    C. Approval of Minutes of the prior meetings
    D. Approval of Applications
        1. Consideration of the approval of a new liquor license for Indianola Liquor LLC.
    E. Resolution approving salaries.
6. **Council Reports**
    A. Council Reports
    B. Receive and file the Treasurer's Report
7. **Mayor's Report**
    A. Community Update
    B. Proclamation for slavery and human trafficking prevention month.
8. **Public Consideration**
    A. New Business
        1. Resolution authorizing a lease agreement between the City of Indianola and Heart of Iowa Regional Transit Agency, Lessee, for the lease of real estate at 310 North Buxton Street.
        2. Energy Efficiency and Conservation Block Grant
            a. Resolution authorizing the Mayor to execute the Iowa Economic Development Authority Energy Efficiency and Conservation Block Grant contract for electric vehicle charging stations.

b. Resolution approving the conflict-of-interest disclosure policy required for the Energy Efficiency and Conservation Block Grant for electric vehicle charging stations.

9. Other Business

A. City Manager's Report - Jacob Meshke

B. Discussion and action regarding future agenda items.

C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

10. Adjourn

MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: January 5, 2026

Subject: Approval of Claims

Introduction: The claims report for council approval totals $178,371.76.

Recommendation: Staff recommends approval of all claims.

Attachments: 1. APPKT00353 Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - General					
911 RESTORATION	07-300-7356 98	01/05/2026	REPAIR WORK AT ACTIVITY CENTER	001-4200-63100	4419.24
ACE HARDWARE	10197	01/05/2026	WIRE BRUSH, DR KNB	001-6220-63100	56.98
ACE HARDWARE	10048	01/05/2026	CABLE TIE, CLOTHS	001-6210-65070	15.16
AGRILAND FS INC	NOVEMBER 2025 COMM DEV	01/05/2026	FUEL DISTRIBUTION	001-1700-65050	93.91
AGRILAND FS INC	NOVEMBER 2025 FIRE	01/05/2026	FUEL DISTRIBUTION	001-1500-65050	1388.84
AGRILAND FS INC	NOVEMBER 2025 PD	01/05/2026	VEHICLE OPERATING SUPPLIES	001-1100-65050	2171.01
AGRILAND FS INC	NOVEMBER 2025	01/05/2026	FUEL DISTRIBUTION	001-6220-65050	65.25
AGRILAND FS INC	OCTOBER 2025 PARKS	01/05/2026	FUEL - PARKS	001-4300-65050	259.98
AHLERS & COONEY P.C.	905235	01/05/2026	URBAN RENEWAL GENERAL	001-5200-64110	373
AHLERS & COONEY P.C.	905236	01/05/2026	COMMERCIAL DEER RUN URP	001-5200-64110	280
AHLERS & COONEY P.C.	905237	01/05/2026	RESIDENTIAL - DEER RUN URP	001-5200-64110	665
AHLERS & COONEY P.C.	905238	01/05/2026	AMEND NO 1 TO KENTUCKY RIDGE URP	001-5200-64110	70
AHLERS & COONEY P.C.	905240	01/05/2026	A&R IDG 3 LLC DA	001-5200-64110	665
AHLERS & COONEY P.C.	905241	01/05/2026	AMEND NO 2 TO A&R URBAN REVIT PLAN	001-5200-64110	1473
AHLERS & COONEY P.C.	904195	01/05/2026	LEGAL FEES GENERAL	001-5200-64110	193.5
AMAZON CAPITAL SERVICES	1H7M-MD3K-FYLV	01/05/2026	SUPPLIES - DADDY/DAUGHTER DANCE	001-4200-65070	186.39
AMAZON CAPITAL SERVICES	1VVL-RJMW-YLQW	01/05/2026	PLANNER & ERASABLE CALENDARS	001-4300-65070	67.74
AMAZON CAPITAL SERVICES	1PLL-KYTM-C6T9	01/05/2026	MATERIALS/SUPPLIES	001-6210-65070	69.79
AMAZON CAPITAL SERVICES	1PLL-KYTM-C6T9	01/05/2026	MATERIALS/SUPPLIES	001-6220-65070	13.09
AMAZON CAPITAL SERVICES	1GFP-4H14-RCRD	01/05/2026	CED TV & MOUNT	001-1700-65060	294.05
AMAZON CAPITAL SERVICES	1KMJ-G17H-PLM9	01/05/2026	RETURN CONFERENCE TABLE	001-1700-67210	-297.49
AMAZON CAPITAL SERVICES	1KQF-QFH4-MXMP	01/05/2026	RETURN CONFERENCE TABLE	001-1700-67210	-297.49
AMAZON CAPITAL SERVICES	1TY7-X17N-393W	01/05/2026	DESK CALENDAR	001-4300-65070	11.5
AMAZON CAPITAL SERVICES	1MXM-QLGN-4RMJ	01/05/2026	RETURN DESK CALENDAR REFILL	001-1100-65060	-9.55
AMAZON CAPITAL SERVICES	1YMH-4XQ6-J9LK	01/05/2026	WATER FILTER	001-6500-63100	255.88
AMAZON CAPITAL SERVICES	1QW9-TW99-JL4L	01/05/2026	FAN SPEED CONTROLLER	001-6220-63100	18.99
AMAZON CAPITAL SERVICES	1XF3-L7D1-JH17	01/05/2026	DESK CALENDAR REFILL	001-1100-65060	12.28
AMAZON CAPITAL SERVICES	1LWH-DRDM-C3FL	01/05/2026	SCREENBEAM SPLIT	001-1700-65060	150
AMAZON CAPITAL SERVICES	1LWH-DRDM-C3FL	01/05/2026	iPHONE CASE, ADAPTER	001-6210-65070	14.78
AMAZON CAPITAL SERVICES	1LWH-DRDM-C3FL	01/05/2026	SCREENBEAM SPLIT	001-6210-67240	149.99
BERNIE LOWE & ASSOCIATES INC	4688	01/05/2026	411 MED CLAIM	001-1100-64120	1696.65
BRICK GENTRY P.C.	469355	12/15/2025	LEGAL SERVICE FEES	001-4100-64990	180
BROWN EQUIPMENT	251395	01/05/2026	SERVICE HYDRO FLUID ON FERRIS 2200 & 3300 MOWERS	001-4300-63320	389.35
CALLAHAN MUNICIPAL CONSULTANT	CC GOALS 2026	01/05/2026	CC GOAL SETTING PREPARATION	001-6100-64990	1500
CENTURYLINK	JAN 2026 4971	01/05/2026	MONTHLY SERVICE	001-6210-63730	76.08
CENTURYLINK	JAN 2026 9409	01/05/2026	MONTHLY SERVICE	001-6210-63730	74.62
CINTAS CORPORATION	5308116602	01/05/2026	FIRST AID CABINET	001-4300-65070	7.53
CINTAS CORPORATION	5308485007	01/05/2026	First Aid Supplies	001-4200-64990	16.71
DES MOINES STAMP MFG	1255584	01/05/2026	NAMETAGS #169	001-1100-61810	55
DIGITECH COMPUTER LLC	618001421	01/05/2026	FINANCIAL MANAGEMENT SERVICES	001-1600-64500	5379.78
DUST PROS JANITORIAL	3456	01/05/2026	CLEANING ACTIVITY CENTER - NOV 2025	001-4200-64090	800
DUST PROS JANITORIAL	3477	01/05/2026	CLEANING ACTIVITY CENTER - DEC 2025	001-4200-64090	800
DUST PROS JANITORIAL	3478	01/05/2026	CITY HALL CLEANING	001-6500-64090	4275
DUST PROS JANITORIAL	3481	01/05/2026	JANITORIAL SERVICES	001-6210-64990	500
DUST PROS JANITORIAL	3491	01/05/2026	TOWELS	001-1500-65070	95
DUST PROS JANITORIAL	3496	01/05/2026	JANITORIAL SUPPLIES ACTIVITY CENTER	001-4200-65070	199.5
DUST PROS JANITORIAL	3497	01/05/2026	JANITORIAL SUPPLIES	001-6500-65071	262.5
FALLIS, KEVIN	122925	01/05/2026	REIMBURSE FOR COOLENT #246	001-1600-65050	16.04
FAREWAY STORE	657-008	01/05/2026	SUPPLIES - SENIOR LUNCHEON	001-4200-65070	26.76
FILTER SHOP, THE	266566	01/05/2026	City Hall RTU Filters	001-6500-63100	16
FIRE SERVICE TRAINING BUREAU	261015	01/05/2026	2 DAY REG FEE - HURT	001-1500-62300	150
GALLS LLC	033424890	01/05/2026	GH ARMOR LOW PROFILE CONCEALABLE	001-1100-67245	759.59
GALLS LLC	033424926	01/05/2026	COLONEL EAGLE	001-1100-65070	20.38
GALLS LLC	033398449	01/05/2026	GH ARMOR LOW PROFILE CONCEALABLE	001-1100-67245	759.59
HY-VEE	121025	1/5/2026	BIOMETRIC SCREENING	001-1500-61440	90
INDEPENDENT ADVOCATE	7292	01/05/2026	ASSESSMENTS FOR NUISANCE ABATEMENT	001-6500-64020	209.38
INDEPENDENT ADVOCATE	7292	01/05/2026	ORDINANCE 1789 TRUCK ROUTE	001-6500-64020	102.69
INDEPENDENT ADVOCATE	7292	01/05/2026	20251117 SS MINUTES	001-6500-64020	492.66
INDEPENDENT ADVOCATE	7346	01/05/2026	20251201 CC MINUTES	001-6500-64020	418.32
INDEPENDENT ADVOCATE	7346	01/05/2026	AMEND #2 URBAN REVITALIZATION	001-6500-64020	23.31
INDIANOLA MAIN STREET	DECEMBER 2025	01/05/2026	2025 INVESTMENT PLEDGE	001-5100-64130	45000
INFOMAX OFFICE SYSTEMS INC.	10801206	01/05/2026	PRINTER CONTRACT	001-6210-67250	4481.3
IOWA DEPT OF INSPECTIONS AND APPEALS	306361	01/05/2026	BOILER CERT FEE 1 YEAR	001-6500-63100	80
IOWA DEPT OF PUBLIC SAFETY	2779	01/05/2026	FY26 2ND QTR IOWA SYSTEM	001-1100-64990	861
IOWA LAW ENFORCEMENT ACADEMY	331980	01/05/2026	MMPI EVALUATION/INTERVIEW - GILDER	001-1100-64990	300
IP PATHWAYS	60298	01/05/2026	VEEAM CLOUD	001-6210-67244	425.23
KIYA KODA HUMANE SOCIETY	JANUARY 2026	01/05/2026	MONTHLY CONTRACTED SERVICE	001-1100-64137	4500
KWIK TRIP INC	NOVEMBER 2025 PD	01/05/2026	FUEL DISTRIBUTION	001-1100-65050	1046.35
KWIK TRIP INC	NOVEMBER 2025	01/05/2026	FUEL DISTRIBUTION	001-1500-65050	1047.6
MCCOY HARDWARE INC	A693370	01/05/2026	HARDWARE	001-6220-63100	1.06
MCCOY HARDWARE INC	A692220	01/05/2026	HARDWARE	001-6210-65070	1.08
MCCOY HARDWARE INC	A693823	01/05/2026	WINDSHIELD FLUID	001-6220-65050	3.41
MID AMERICAN ENERGY CO.	574844328 HWY SIGN	01/05/2026	UTILITIES HWY SIGN	001-6500-63710	11.73
MID AMERICAN ENERGY CO.	575103708 FIRE	01/05/2026	UTILITIES 206 N 1ST ST	001-1500-63710	158.57
MID AMERICAN ENERGY CO.	575108177 ACT CTR	01/05/2026	ACTIVITY CENTER UTILITIES	001-4200-63710	467.59
MID AMERICAN ENERGY CO.	575110198 POLICE	01/05/2026	MID AM UTILITIES	001-1100-63710	89.65
MID AMERICAN ENERGY CO.	575119062 CITY	01/05/2026	CH GAS	001-6500-63710	1748.46
MID-IOWA OCCUPATIONAL TESTING	6944	01/05/2026	POST ACCIDENT U/A, D&A - CLAYTON DALE	001-1100-64120	80
MILLER ELECTRICAL SERVICES	19889	01/05/2026	SERVICE CALL FOR HEATER-WIRE DAMAGED IN CONSTRUCT	001-1500-63100	226.61
O'REILLY AUTO PARTS	0337-180266	01/05/2026	HYD HOSE & MEGACRIMP	001-4300-63320	63.48
O'REILLY AUTO PARTS	0337-180266	01/05/2026	ABSORBENT & GREASE	001-4300-65070	40.95
O'REILLY AUTO PARTS	0337-180772	01/05/2026	MOTOROIL & FILTERS	001-4300-63320	59.65
O'REILLY AUTO PARTS	0337-181102	01/05/2026	SHIELD RTNR, SUPERWELD	001-4300-65070	14.98
O'REILLY AUTO PARTS	0337-181438	01/05/2026	OIL FILTER, FUEL FILTER, AIR FILTER	001-4300-63320	63.01
O'REILLY AUTO PARTS	0337-181458	01/05/2026	RETURN/PURCHASE AIR FILTER	001-4300-63320	-16.86
PELLA PRINTING	70735	01/05/2026	ERIC STEVENS BUSINESS CARDS	001-1700-65070	94.7
PERFECTION PEST MANAGEMENT	80563	01/05/2026	PEST CONTROL PICKARD CONCESSION	001-4200-64090	70
PIERCE BROTHERS REPAIR	20704	01/05/2026	WELDING ON SNOW PLOW	001-4300-63410	38
PITNEY BOWES	3321735350	01/05/2026	QUARTLEY POSTAGE METER RENTAL	001-6200-65080	165.54
PURCHASE POWER	NOV STMT	01/05/2026	POSTAGE OVERAGE	001-6500-65080	9.75
PURCHASE POWER	DEC 2025 STMT	01/05/2026	POSTAGE OVERAGE	001-6500-65080	2.25
RT'S LAWN & LANDSCAPE LLC	45-2025	01/05/2026	JUNK HAULING/TRM - 503 N 5TH ST - ABATEMENT	001-1700-64111	740
RT'S LAWN & LANDSCAPE LLC	46-2025	01/05/2026	JUNK HAULING - 306 N 9TH - ABATEMENT	001-1700-64111	55
RT'S LAWN & LANDSCAPE LLC	47-2025	01/05/2026	SNOW REMOVAL - 105 S 1ST ST - ABATEMENT	001-1700-64111	110
RT'S LAWN & LANDSCAPE LLC	48-2025	01/05/2026	SNOW REMOVAL - 124 N HOWARD -ABATEMENT	001-1700-64111	110
SHI INTERNATIONAL CORP	B20575736	01/05/2026	FORTINET COTERM	001-6210-67244	1689.37
SHULL, DOUG	JANUARY 2026	01/05/2026	MONTHLY CONTRACTED SERVICE	001-6500-64990	83.33
SPRINGER PEST SOLUTIONS DSM	982105	01/05/2026	PEST CONTROL - ACTIVITY CENTER	001-4100-64090	70.4
STEVENS, ERIC	121225	01/05/2026	MILEAGE-STREET DEPT	001-1700-62700	1.4
STEVENS, ERIC	12182025	01/05/2026	MILEAGE-TRUBANK, IWC, PUBLIC WORKS MTG	001-1700-62700	44.38
STEVENS, ERIC	12052025	01/05/2026	MILEAGE-STREET DEPT, WRRF, IWC -12/4	001-1700-62700	15.54
T.R.M. DISPOSAL LLC	38605	01/05/2026	CITY HALL TRASH REMOVAL	001-6500-64090	133
T.R.M. DISPOSAL LLC	38611	01/05/2026	UTILITIES TRASH REMOVAL	001-1100-63710	25
TEXTCASTER	40913	01/05/2026	TEXTING SERVICES	001-4200-64190	179.69
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-1100-64990	34.61
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-1500-64990	34.61
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-1700-64990	34.61
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-4100-64990	34.61
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-4200-64990	34.61
TRUENORTH COMPANIES LC	185277	01/05/2026	DECEMBER 2025 SAFETY MEETING	001-6500-64990	34.65
VANNONI, STACEY	DECEMBER 2025	01/05/2026	DECEMBER 2025	001-6250-61440	25
VENDNOVATION LLC	2025-003239	01/05/2026	EMS DRUG SOFTWARE	001-1600-67240	1200
VERIZON WIRELESS	6131087614	01/05/2026	VERIZON BILL	001-1100-63730	1354.91
VERSATERM	INV41-02967	01/05/2026	LDU ACITVATION HARDWARE	001-1100-67245	386
WARREN COUNTY RECORDER	NOVEMBER 2025	12/31/2025	KIYA KODA RECORDER FEE	001-6500-64020	42
WASTE MANAGEMENT OF IOWA	8983625-0516-3	01/05/2026	BRUSH FACILITY	001-2900-64990	3136.8
WELLS FARGO CCER	NOV 2025	01/05/2026	TAX CREDITED TO CARD - HOLIDAY INN	001-1500-62300	-19.2
WELLS FARGO CCER	NOV 2025	01/05/2026	WARREN COUNTY EDC-IA	001-1500-64990	-25
WELLS FARGO CCER	NOV 2025	01/05/2026	CHARLOTTES KITCHEN	001-1500-65990	-208.75
WELLS FARGO CCER	NOV 2025	01/05/2026	REFUND SALES TAX FROM AUGUST	001-1600-63410	-12.11
WELLS FARGO CCER	NOV 2025	01/05/2026	MYC HOME FOR HOLIDAYS SANTA CHAIR DEPOSIT RETURN	001-6100-67215	-100
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026	Kevin Michels Part 107 exam, Psi Exams	001-1100-62300	175

WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 PD GARAGE SECURITYWww.Ui.Com	001-1100-64190		299.7
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 office - christmasWalmart.Com 8009256278	001-1100-65070		22.72
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 IPD Sergeant & Lieutenant Promotion Exams - Fee to	001-1100-65080		22.23
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 send back unused test booklets for ofcr hiringUps	001-1100-65080		19.91
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 IPD Chief Virtual Interviews 11.12.25 - lunch for	001-1100-65990		34.98
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 monthly contractCanva* I04688-39225320	001-1100-67240		15
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Lodging for NFA classHoliday Inn Exp & Suites	001-1500-62300		179.2
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Wal-Mart #1491	001-1500-64990		50.17
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 fuel for 330 on Sumner trip - tried to make it bac	001-1500-65050		67.39
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Marketing expenseFlodesk.Com	001-4100-64020		38
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 64090- Hand sanitizerWalmart.Com 8009256278	001-4100-64090		9.94
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 65020- Books; 65080- S&HIngram Library Services	001-4100-65020		13.48
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Circulating items JuvenileLakeshore Learning Mater	001-4100-65020		143.99
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Family bingoWm Supercenter #1491	001-4100-65079		85.34
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Teen ProgramWal-Mart #1491	001-4100-65079		15.87
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Teen Supplies for ProgramWalmart.Com	001-4100-65079		8.01
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Kids & Teen Program SuppliesWal-Mart #1491	001-4100-65079		70.2
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Teen ProgramWalmart.Com	001-4100-65079		42.46
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 General - programsHy-Vee Indianola 1271	001-4100-65079		31.96
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Adult ProgramFareway Stores #657	001-4100-65079		2.98
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 65020- Books; 65080- S&HIngram Library Services	001-4100-65080		3
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home for the Holidays Santa Chair RentalDes Mo	001-6100-67215		50
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home for the Holidays SuppliesWm Supercenter #	001-6100-67215		12.74
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home for the Holidays SuppliesWm Supercenter #	001-6100-67215		35.26
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home for the Holidays SuppliesWal-Mart #1491	001-6100-67215		33.66
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home of the Holidays Santa Chair DepositDes Mo	001-6100-67215		100
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 MYC Home for the Holidays PizzaPetes Pizza	001-6100-67215		85.09
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 SIPSangoma US Inc	001-6210-63730		104.34
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Bulk emailing subscriptionMailchimp	001-6210-67244		135
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Annual canva feesCanva* I04705-56460526	001-6210-67244		149.9
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Cloud securityCloudflare	001-6210-67244		10
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Missing piece front door closure Ebay	001-6220-63100		21.17
				Fund: 001 - General Total	**104690.5**
Fund: 110 - Road Use Tax Fund					
515 TREE SERVICE LLC	1195	01/05/2026 LARGE BRANCH CLEAN UP	110-2100-64990		425
ACE HARDWARE	10178	01/05/2026 CLEANER	110-2100-65076		13.18
ACE HARDWARE	10243	01/05/2026 BALL VALVE	110-2100-65076		19.99
ACE HARDWARE	10070	01/05/2026 FASTNERS, DISPOSABLE GLOVES	110-2100-65076		24.95
ACE HARDWARE	10082	01/05/2026 ROUGHNECK MAILBOX, PROPANE	110-2500-65070		65.97
ADAMS DOOR COMPANY INC.	SVC/271-130140	01/05/2026 DOOR REPAIR - PHOTO EYE	110-2100-63100		415.1
AGRILAND FS INC	NOVEMBER 2025 ST	01/05/2026 FUEL DISTRIBUTION	110-2100-65050		3167.96
AMAZON CAPITAL SERVICES	1L4K-V4FJ-DP99	01/05/2026 PHONE CARD HOLDER	110-2100-65060		46.8
AMAZON CAPITAL SERVICES	1PLL-KYTM-C6T9	01/05/2026 ENGINEER TAPE MEASURE	110-2100-65060		11.39
AMAZON CAPITAL SERVICES	1GFP-4H14-RCRD	01/05/2026 CONTRACTOR CLIPBOARD	110-2100-65060		35
AMAZON CAPITAL SERVICES	1FDV-7DCQ-WHJD	01/05/2026 RETURN EXTENSION CORD	110-2100-65076		-103.4
CIRCLE B CASHWAY	999260	01/05/2026 REPAIR/MAINT	110-2100-63100		61.84
DAKOTA SUPPLY GROUP	S105137781.001	01/05/2026 WINTER SYSTEM - SNOW PLOW	110-2500-65050		3786
DEYARMAN FORD OF INDIANOLA	41435	01/05/2026 RELAY	110-2100-63320		96.54
DOWNEY TIRE PROS	40154	01/05/2026 2 NEW TIRES	110-2100-63320		368.93
DUST PROS JANITORIAL	3483	01/05/2026 SHOP CLEANING	110-2100-64090		500
GRIMES ASPHALT & PAVING	28829	01/05/2026 COLD MIX	110-2100-65070		1401.2
HAWKEYE TRUCK EQUIPMENT	167752	01/05/2026 AUGER MOTOR	110-2100-63320		639.03
HENDERSON PRODUCTS INC	436848	01/05/2026 JOYSTICK, DUAL AXIS, MOM BLAST	110-2100-63320		755.38
HY-VEE	121025	01/05/2026 BIOMETRIC SCREENINGS	110-2100-61440		45
JOHN DEERE FINANCIAL	4181987	01/05/2026 WET/DRY VAC	110-2100-65076		124.99
JOHN DEERE FINANCIAL	4189786	01/05/2026 BATTERIES, SOCKET, ORIFICE TIP	110-2100-65076		23.56
JV TRUCKING LLC	7769	01/05/2026 ICE CONTROL SAND	110-2500-65070		814.5
JV TRUCKING LLC	7770	01/05/2026 ICE CONTROL SAND	110-2500-65070		918.5
JV TRUCKING LLC	7771	01/05/2026 ICE CONTROL SAND	110-2500-65070		1231.75
JV TRUCKING LLC	7772	01/05/2026 ICE CONTROL SAND	110-2100-65070		964.5
LAWSON PRODUCTS	9313076114	01/05/2026 MATERIALS/SUPPLIES	110-2100-65070		202.5
MID AMERICAN ENERGY CO.	574862060 O STREET	01/05/2026 UTILITIES STREET LIGHTING	110-2300-63780		473.62
MID AMERICAN ENERGY CO.	575109181 STREETS	01/05/2026 COUNTY YARD NATURAL GAS	110-2100-63710		980.24
MID AMERICAN ENERGY CO.	575109287 STREETS	01/05/2026 NATURAL GAS - SHOP	110-2100-63710		875.32
NAPA AUTO PARTS	129515	01/05/2026 BLISTER PACK CAPSULES	110-2100-63320		15.26
NAPA AUTO PARTS	129231	01/05/2026 55 DEF	110-2100-63320		230
O'REILLY AUTO PARTS	0337-180702	01/05/2026 MICRO-V BELTS	110-2100-63320		86.09
O'REILLY AUTO PARTS	0337-180959	01/05/2026 WD 40	110-2100-65076		20.98
O'REILLY AUTO PARTS	0337-181070	01/05/2026 MECHANIC WIRE	110-2100-63320		21.16
O'REILLY AUTO PARTS	0337-181124	01/05/2026 RETURN MICRO-V BELTS	110-2100-63320		-86.09
O'REILLY AUTO PARTS	0337-181252	01/05/2026 TURN SW - 2016 F250	110-2100-63320		49.14
O'REILLY AUTO PARTS	0337-181344	01/05/2026 WIPER/WINTER BLADES	110-2100-63320		221.62
O'REILLY AUTO PARTS	0337-182117	01/05/2026 BACKUP ALARM	110-2100-63320		36.19
TRUCK CENTER COMPANIES - DES M	XA301470755.01	01/05/2026 BELT	110-2100-63320		59.97
TRUCK CENTER COMPANIES - DES M	RA301071950	01/05/2026 REPAIR FREIGHTLINER	110-2100-63320		3437.84
TRUENORTH COMPANIES LC	185277	01/05/2026 DECEMBER 2025 SAFETY MEETING	110-2100-64990		34.61
WARREN COUNTY OIL	3841	01/05/2026 LUBE OIL	110-2100-63320		768.71
WARREN COUNTY OIL	3810	01/05/2026 TW ACCESSORIES, PREMIX DIESEL GUARD	110-2100-63320		48.06
				Fund: 110 - Road Use Tax Fund	**23328.88**
Fund: 141 - Library Special Revenue					
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Donation - ebooksOverdrive Dist	141-4100-65020		204
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Ebooks - donated fundsOverdrive Dist	141-4100-65020		1020
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Friends of the Library expense - Sales tax to be r	141-4100-65024		96.58
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Annual MeetingHy-Vee Indianola 1271	141-4100-65024		63.54
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Friends - membership driveUsps Po 1843650625	141-4100-65024		234
				Fund: 141 - Library Special Reve	**1618.12**
Fund: 142 - Park & Rec Special Rev Fund					
AMAZON CAPITAL SERVICES	1PYJ-43GG-HJ46	01/05/2026 OVER SIZED CHECK - P&R SPECIAL REVENUE	142-4635-65070		54.14
				Fund: 142 - Park & Rec Special F	**54.14**
Fund: 161 - Downtown Biz Incentive Program					
MID IOWA PLANNING ALLIANCE FOR (	CDBG GRANT #4	01/05/2026 GRANT	161-5200-64153		3035.12
				Fund: 161 - Downtown Biz Incent	**3035.12**
Fund: 340 - City Hall Bldg Project					
MID AMERICAN ENERGY CO.	575117953 114	01/05/2026 UTILITIES 114 N HOWARD	340-7500-63710		647.47
				Fund: 340 - City Hall Bldg Projec	**647.47**
Fund: 610 - Sewer Fund					
ACE HARDWARE	10176	01/05/2026 SPLICING TPE	610-8325-65072		8.59
ACE HARDWARE	10078	01/05/2026 PLUGS	610-8325-65072		5.38
AGRILAND FS INC	NOVEMBER 2025 SEWER	01/05/2026 FUEL DISTRIBUTION	610-8300-65050		980.44
CERRIS SYSTEMS IOWA INC	66905	01/05/2026 GENERATOR COOLANT REPLACEMENT	610-8325-63410		1230
CINTAS CORPORATION	5308485005	01/05/2026 MISC CONTRACTUAL	610-8300-64990		119.2
DUST PROS JANITORIAL	3482	01/05/2026 CLEANING	610-8350-64090		675
GRAINGER INC	9740265831	01/05/2026 GAS SPRING	610-8300-63320		44.18
IOWA ONE CALL	278140	01/05/2026 WRRD LOCATES	610-8300-64990		160.4
ITRON INC.	722899	01/05/2026 ITRON 2026	610-8300-64990		3505.54
JOHN DEERE FINANCIAL	4177781	01/05/2026 BOLTS, NUTS, WASHERS	610-8325-65072		9.15
JOHN DEERE FINANCIAL	4178500	01/05/2026 WINDSHIELD SOLVENT	610-8300-63320		9.96
JOHN DEERE FINANCIAL	4178793	01/05/2026 BULK MIDWEST	610-8325-65072		5.56
JOHN DEERE FINANCIAL	4180765	01/05/2026 BULK MIDWEST	610-8350-65072		30.9
JOHN DEERE FINANCIAL	4182604	01/05/2026 ROASTING PAN	610-8350-65060		10
KEYSTONE LABORATORIES INC	NT2510944	01/05/2026 KEYSTONE LAB	610-8350-64990		2220
MCCOY HARDWARE INC	A693209	01/05/2026 RUBBER ELEC TAPE	610-8325-65072		8.09
MCCOY HARDWARE INC	A692749	01/05/2026 DISH SOAP, HEAVY HARDWARE	610-8350-65070		12.75
MID AMERICAN ENERGY CO.	575009135 GRIMES	01/05/2026 WRRF ELECTRIC/GAS	610-8350-63710		9181.24
MID AMERICAN ENERGY CO.	575020480 WESLEY	01/05/2026 UTILITIES - WESLEY ELECTRIC	610-8325-63710		49.58
MID AMERICAN ENERGY CO.	575116977 WILLOW	01/05/2026 QUAIL ELECTRIC	610-8325-63710		87.43
O'REILLY AUTO PARTS	0337-181242	01/05/2026 BATTERY, AUTO CHARGER	610-8300-63320		54.98
T.R.M. DISPOSAL LLC	38692	01/05/2026 TRASH REMOVAL	610-8350-64990		116
TRUENORTH COMPANIES LC	185277	01/05/2026 DECEMBER 2025 SAFETY MEETING	610-8300-64990		34.61
WARREN WATER DISTRICT	DECEMBER 2025	01/05/2026 WRRF WATER	610-8350-63710		95.45
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 vehicle repair MGX	610-8300-63320		1401.05
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Ethernet ExtenderWww.Ui.Com	610-8325-67240		114
				Fund: 610 - Sewer Fund Total	**20169.48**

Fund: 680 - Wellness Campus Fund					
ACE HARDWARE	10175	01/05/2026 MATERIALS/SUPPLIES MEMBERSHIP	680-8700-65074		42.9
ACE HARDWARE	10233	01/05/2026 FASTNERS	680-8700-65072		3.4
AGSOURCE COOPERATIVE SERVICES	PS-INV442712	01/05/2026 MATERIALS/SUPPLIES POOL	680-8700-65073		42.5
AGSOURCE COOPERATIVE SERVICES	PS-INV449244	01/05/2026 INSPECTIONS/TESTING	680-8700-64200		28
AGSOURCE COOPERATIVE SERVICES	PS-INV450605	01/05/2026 INSPECTIONS/TESTING	680-8700-64200		28
BLUEMARK ENERGY LLC	1-2828-12-202512	01/05/2026 UTILTIES IWC	680-8700-63710		3331.12
DLH GRAFX	20655	01/05/2026 STAFF SHIRTS	680-8700-61810		141.5
IOWA DEPT OF INSPECTIONS AND AF	306362	01/05/2026 BOILER CERTIFICATION FEES	680-8700-64200		80
IOWA-DES MOINES SUPPLY INC.	514596	01/05/2026 MATERIALS/SUPPLIES MEMBERSHIP	680-8700-65074		723.27
IOWA-DES MOINES SUPPLY INC.	515981	01/05/2026 MATERIALS/SUPPLIES MEMBERSHIP	680-8700-65074		599.28
IOWA-DES MOINES SUPPLY INC.	516030	01/05/2026 MATERIALS/SUPPLIES MEMBERSHIP	680-8700-65074		44.48
NATIONWIDE OFFICE CLEANERS LLC	66678	01/05/2026 DECEMBER 2025 CLEANING	680-8700-64090		5776.61
PROIMAGE SIGN & LIGHTING	6426	01/05/2026 MEMBERSHIP SALE HAPPENING NOW SIGNS	680-8700-64020		307.49
RICHARDSON, STEVE	2082710	01/05/2026 REFUND FOR COMMUNITY ROOM	680-8700-66990		208.65
TRUENORTH COMPANIES LC	185277	01/05/2026 DECEMBER 2025 SAFETY MEETING	680-8700-64990		34.61
WALDINGER CORPORATION, THE	7632338-1	01/05/2026 REPLACE SUPPLY FAN VFD FOR POOL UNIT #2	680-8700-63411		7003.37
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 Group Ex Classes Monthly SubscriptionLes Mills Uni	680-8700-62100		647
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 CPR cards for Tracee Saltz, Kim Friest, Sharon Sal	680-8700-62300		110
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 CPR Cards for Ann Schimmels, Kally Chilton, & Anne	680-8700-62300		66
				Fund: 680 - Wellness Campus Fu	**19218.18**
Fund: 710 - Sewer Capital Projects Fund					
HR GREEN INC	192916	01/05/2026 ENGINEERING - SOUTH C ST SEWER IMPROVEMENTS	710-8300-67501		2939
				Fund: 710 - Sewer Capital Projec	**2939**
Fund: 890 - Vehicle and Equipment					
ACE HARDWARE	10002	01/05/2026 SECURITY INSTALLATION	890-9300-67102		7.18
AMAZON CAPITAL SERVICES	1PLL-KYTM-C6T9	01/05/2026 INSPECTION TV REPLACEMENT	890-9300-67102		339.95
AMAZON CAPITAL SERVICES	1GFP-4H14-RCRD	01/05/2026 CED TV & MOUNT	890-9300-67102		294.04
WELLS FARGO CCER	WellsFargoNov2025	01/05/2026 IT Department- CIP FirewallWww.Ui.Com	890-9300-67102		2029.7
				Fund: 890 - Vehicle and Equipme	**2670.87**
				Grand Total	**178371.76**

Packet: APPK00353

Fund Summary

Fund	**Expense Amount**
001 - General	104690.5
110 - Road Use Tax Fund	23328.88
141 - Library Special Revenue	1618.12
142 - Park & Rec Special Rev Fund	54.14
161 - Downtown Biz Incentive Program	3035.12
340 - City Hall Bldg Project	647.47
610 - Sewer Fund	20169.48
680 - Wellness Campus Fund	19218.18
710 - Sewer Capital Projects Fund	2939
890 - Vehicle and Equipment	2670.87
Grand Total	**178371.76**

MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: January 5, 2026

Subject: Approval of Minutes of the prior meetings

Introduction: Attached are the minutes of the December 12 and December 15, 2025 council meetings for review and approval.

Recommendation: Staff recommends approval of the December 12 and December 15 council meeting minutes.

Attachments:
1. 20251212 CC Goal Setting Session
2. 20251215 CC Minutes

CITY OF INDIANOLA COUNCIL STUDY MEETING
December 12, 2025
1:00 PM
City Council Chambers
110 N 1st St., Indianola, IA
Minutes

City Council Goal Setting Session

The Indianola City Council met for a goal setting session at 1:00 PM on December 12, 2025, in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order. The following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones, Bob Lane, Mayor Steve Richardson. Also in attendance were Council Member-elect Tiffany Davis, City Manager Jacob Meshke, City Clerk/Finance Director Jackie Raffety and Communications Manager Aaron Young. Patrick Callahan of Callahan Municipal Consultants, facilitated a goal-setting session for Council.

The Council reviewed the list of major accomplishments from the past few years. The Council then discussed the issues, concerns, trends and opportunities. They prioritized significant initiatives, programs or polices and then prioritized capital projects/construction projects/ and equipment purchases. The final step in the process was to discuss teamwork.

The session adjourned at 4:30 PM.

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Steve Richardson, Mayor

ATTEST:

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Jackie Raffety, City Clerk

CITY OF INDIANOLA COUNCIL MEETING
December 15, 2025
6:00 PM
City Council Chambers
110 N 1st Street, Indianola, IA
Minutes

Call to Order
The Indianola City Council met in regular session at 6:00 PM on December 15, 2025, in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones, Bob Lane. Absent: None.

Oath of Office - 2025 Elected Officials
City Clerk Jackie Raffety administered the Oath of Office to Mayor-Elect Steve Richardson. Mayor Richardson administered the Oath of Office to Council Members-Elect Ron Dalby, Bob Lane and Tiffany Davis.

Oath of Office - Police Chief
Mayor Richardson administered the Oath of Office to Police Chief Rob Hawkins.

Certificate of Merit Award
Mayor Richardson presented a Certificate of Merit Award to Andrew Swadner in recognition of his service to Indianola as an employee of KNIA/KRLS.

Recognition of Service
Mayor Richardson recognized out-going Council Member Beach for her service to Indianola the last four years.

Introduction of Public Works Director
City Manager Jacob Meshke introduced Eric Stevens, the new Public Works Director. Mr. Stevens spoke of the goals for his department.

Public Comment
No public comments were offered.

Consent Agenda
Council Member Lane moved to approve the Consent Agenda and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the prior meetings
- Consideration of the approval of a liquor license renewal for Brickhouse.
- Consideration of the approval of a liquor license renewal for The Sports Page Grill.
- Consideration of the approval of a liquor license renewal for Ohio Martinez LLC, doing business as Fiestas Jalapeños Mexican Restaurant.

- Consideration of the approval of a liquor license renewal for Sticks & Balls LLC, pending staff approval.
- Consideration of the approval of an ownership amendment for Ganesh Investments Inc., doing business as D & M Liquor.
- Consideration of the approval of an ownership amendment for Casey's Marketing Company's liquor licenses.
- Third consideration and adoption of an ordinance (No. 1790) amending recycling rates.
- Resolution 2025-205 appointing City of Indianola representation to the Des Moines Metropolitan Planning Organization (MPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA).
- Resolution 2025-206 authorizing a Provider Participation Agreement with the Iowa Department of Health and Human Services (HHS) Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Prospective Payment Program.
- Resolution 2025-207 authorizing an agreement for the intergovernmental transfer of public funds between the Iowa Department of Health and Human Services and the City of Indianola Fire Department.
- Approval of the submission of the 2025 Quarter 3 utility write-offs to the State Setoff program for collection.
- Approval of Urban Revitalization Designations.
- Resolution 2025-208 approving salaries.

Mayor's Report
Mayor Richardson provided a community update.

Old Business
Community and Economic Development (CED) Director Bryce Johnson discussed additional funding needed for the Downtown Facade Improvement Program Project. Council Member Beach moved to approve Resolution 2025-209 approving $12,555.70 in additional funding for the Downtown Facade Improvement Program Project. Armstrong seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

New Business
Council Member Armstrong moved to open the public hearing regarding amendments to the residential property tax abatement program and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

CED Director Bryce Johnson explained the amendment to the Urban Revitalization Plan. Emily Lampman, 1209 N Buxton St., spoke in favor of tax abatements. Tiffany Davis, 1208 S 3rd St., spoke against tax abatements. Dawn Edwards, Jerry's Homes Realty One, spoke in favor of tax abatements.

Council Member Armstrong moved to close the public hearing and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to approve Resolution adopting the proposed Amendment No. 2 to the Amended and Restated 1998 Citywide Urban Revitalization Plan for the 1998 Citywide Urban Revitalization Area. Beach seconded it. Michael Maloney, DA Davidson, spoke regarding TIF and tax abatements. On roll call, the vote was AYES: Armstrong, Beach, Sones. NAYS: Rabe, Dalby, Lane. Whereas the Mayor declared the motion failed.

Other Business
City Manager Jacob Meshke gave a department and community update.

Discussion and action regarding future agenda items.
Council directed staff to add discussion and direction on tax abatement to a future agenda, using a 75-60-45 model and a 60-40-20 model.

Council Member Sones requested that team building be added to a future agenda. City Manager Meshke asked for council availability for legal training.

Adjourn
The meeting was adjourned at 7:40 PM on a motion by Dalby and seconded by Lane. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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Steve Richardson, Mayor

ATTEST:

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Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Cassandra Hofer, Deputy City Clerk

Date: January 5, 2026

Subject: Consideration of the approval of a new liquor license for Indianola Liquor LLC.

Introduction: This is a new Class E Retail Alcohol License application.

Background: SKF, Inc., dba I Towner Stop, previously held a liquor license at this location. The business owner listed on the license for that business was Sukhinjer Singh, who leased the premises from the property owner. Council denied the approval of a liquor to that business and owner in 2025, and the State upheld that ruling.

The property owner has entered into a new lease agreement with Richard Petty to conduct business at this location.

Discussion: Indianola Liquor is a limited liability company located at 403 W 2nd Ave. Richard Petty is listed as the owner on the application. Staff has reviewed the application and inspected the premises.

Budget Impact: None.

Recommendation: Staff recommends approval.

Attachments: None

MEMORANDUM

To: Mayor and City Council

From: Cassandra Hofer, Deputy City Clerk

Date: January 5, 2026

Subject: Resolution approving salaries.

Introduction: Staff recommends the City Council approve the salary resolution to set salaries in accordance with the personnel management guide, union contracts, and seasonal salaries.

Recommendation: Staff recommends approval.

Attachments: 1. Res 2026- Approving salaries 1-5-26

City of Indianola

RESOLUTION NO. 2026-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, IOWA:

Timothy Myers, Full-time Water Resource Recovery Operator IV to, R25+3, $83,910.59/year, effective December 14, 2025; and

Tiegen Wood, Full-time Water Resource Recovery Operator II to, R22+3, $72,681.99/year, effective December 14, 2025; and

Courtney Clark, to Part-time Non-benefitted Member Services, $11.00/hour, effective December 28, 2025; and

Erica Enderson, to Part-time Non-benefitted Member Services, $11.00/hour, effective December 28, 2025; and

Hilary Hutcheson, to Part-time Non-benefitted Member Services, $11.00/hour, effective December 28, 2025; and

John Schumacher, to Sergeant, 7-D, $95,204.40/year, effective December 28, 2025; and

Hannah Swigart, to Part-time Non-benefitted Member Services, $11.00/hour effective December 28, 2025; and

Micah Bardwell, to Seasonal Parks and Recreation Facility/Site Supervisor, $12.00/hour, effective January 5, 2026; and

Lanae Coffee, to Seasonal Parks and Recreation Facility/Site Supervisor, $13.00/hour, effective January 5, 2026; and

Madisyn Milby, to Seasonal Parks and Recreation Facility/Site Supervisor, $12.00/hour, effective January 5, 2026; and

Josie Paugh, to Seasonal Parks and Recreation Facility/Site Supervisor, $12.00/hour, effective January 5, 2026.

BE IT FURTHER RESOLVED that the city staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 5th day of January 2026.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: January 5, 2026

Subject: Receive and file the Treasurer's Report

Introduction: Staff recommends that Council receive and file the Treasurer's Reports for September, October and November 2025.

Background: As the Council is aware, staff has been transitioning to a new financial system, which has caused some delays in the Finance Department. The issues with accounts receivable and the general ledger have been corrected, allowing us to move forward with bank reconciliation and the Treasurer's Report.

Below are the account balances and interest earned for each month.

September	
Account Balances	
Bankers Trust - Investement Acct	$ 23,115,491.42
Bankers Trust - EMS Account	$ 571,353.54
IA Public Agency Inv. Trust	$ 133,763.13
Payroll - TruBank -9582	
Comm. - Trubank	$ 110,036.16
Sweep - TruBank -9579	$ 1,067,441.40
Indianola Hometown Pride - TruBank	$ 25,915.40
Indianola EMS - TruBank	$ 149,481.14
	$ 25,173,482.19
Interest	
TruBank - Comm	$ 36.16
Sweep	$ 4,944.11
Commerce Bank	$ -
IPAIT	$ 438.85
Bankers Trust City Inv	$20,758.72
Bankers Trust City Inv - Gains/Losses	$ (19,993.89)
	$ 6,183.95

October	
Account Balances	
Bankers Trust - Investement Acct	$ 23,132,114.51
Bankers Trust - EMS Account	$ 608,020.84
IA Public Agency Inv. Trust	$ 134,205.64
Payroll - TruBank -9582	$ -
Comm. - Trubank	$ 110,037.43
Sweep - TruBank -9579	$ 5,454,829.12
Indianola Hometown Pride - TruBank	$ 25,902.90
Indianola EMS - TruBank	$ 242,844.11
	$ 29,707,954.55
Interest	
TruBank - Comm	$ 37.43
Sweep	$ 13,089.29
Commerce Bank	$ 37.17
IPAIT	$ 442.51
Bankers Trust City Inv	$16,620.11
Bankers Trust City Inv - Gains/Losses	$ 2.98
	$ 30,229.49

November	
Account Balances	
Bankers Trust - Investement Acct	$ 23,199,029.57
Bankers Trust - EMS Account	$ 628,225.09
IA Public Agency Inv. Trust	$ 134,616.33
Payroll - TruBank -9582	
Comm. - Trubank	$ 110,036.21
Sweep - TruBank -9579	$ 5,111,003.03
Indianola Hometown Pride - TruBank	$ 25,902.90
Indianola EMS - TruBank	$ 290,353.21
	$ 29,499,166.34
Interest	
TruBank - Comm	$ 36.21
Sweep	$ 18,175.41
Commerce Bank	$ -
IPAIT	$ 410.69
Bankers Trust City Inv	$66,932.44
Bankers Trust City Inv - Gains/Losses	$ (17.38)
	$ 85,537.37

Discussion: The monthly reports show the revenues and expenses for the month, the budgeted amount at that point of the year, the year-to-date activity, and the percent remaining for the month. The November report shows the remaining percentage of the budget left to spend for this fiscal year.

By the end of November, there should be approximately 58% of the budget remaining. The trust and agency fund has a lower percentage due to the timing of property tax disbursements. The street capital project fund, WWTP construction fund and vehicle and equipment fund have a lower percentage due to the timing of projects and one-time capital purchases. The city hall bldg project fund only has 21% remaining; a budget amendment may need to be made to include the property taxes that were due this fiscal year (they won't be charged in the future). The remaining funds are near the 58% benchmark or over.

A breakout of the general fund departments for November is also attached to this memorandum. The pool is under the benchmark due to the timing of the expenses during the fiscal year. Fire and Ambulance are also lower, but are being closely monitored by the department. Wages for special events have caused the expenses to be higher than projected at this point of the year.

The last document in the packet is the fund balance report as of November 30, 2025.

Budget Impact:

Recommendation: Receive and file the reports.

Attachments:

1. Sept 2025 Report
2. October 2025 Report
3. November 2025 Report
4. November General Fund Breakout
5. November 2025 Fund Balance Report

September 2025

	Account Type	September Activity	YTD Budget - 25%	YTDActivity	Percent Remaining for Month
Fund: 001 - General					
	Revenue	$ 374,178.11	$ 3,442,665.63	$ 782,575.79	
	Expense	$ 1,015,827.86	$ 3,723,119.22	$ 2,179,744.24	41.45%
Fund: 099 - Franchise Fee Fund					
	Revenue	$ -	$ 37,485.00	$ -	
Fund: 110 - Road Use Tax Fund					
	Revenue	$ 268,941.63	$ 624,999.90	$ 647,973.89	
	Expense	$ 173,475.69	$ 616,958.88	$ 551,957.24	10.54%
Fund: 112 - Trust & Agency Fund					
	Revenue	$ 98,105.47	$ 686,608.74	$ 108,359.21	
	Expense	$ 98,105.45	$ 675,612.87	$ 108,359.18	83.96%
Fund: 121 - Local Option Sales Tax					
	Revenue	$ 211,440.64	$ 574,770.00	$ 660,346.93	
	Expense	$ 149,420.84	$ 448,083.18	$ 298,841.68	33.31%
Fund: 125 - TIF Downtown Fund					
	Revenue	$ 115,900.98	$ 394,842.00	$ 141,407.50	
	Expense	$ 115,148.75	$ 360,926.82	$ 230,297.50	36.19%
Fund: 141 - Library Special Revenue					
	Revenue	$ 8,668.92	$ 13,244.70	$ 11,205.33	
	Expense	$ 5,143.98	$ 11,245.50	$ 7,643.42	32.03%
Fund: 142 - Park & Rec Special Rev Fund					
	Expense	$ -	$ -	$ 4,835.00	0.00%
Fund: 161 - Downtown Biz Incentive Program					
	Revenue	$ 4,547.93	$ 143,767.74	$ 4,547.93	
	Expense	$ 2,894.63	$ 274,126.47	$ 2,894.63	98.94%
Fund: 200 - Debt Service Fund					
	Revenue	$ 237,302.54	$ 846,232.83	$ 439,101.61	
	Expense	$ -	$ 845,739.75	$ -	100.00%
Fund: 301 - Capital Projects Fund					
	Revenue	$ 1,375.00	$ 4,123.35	$ 2,750.00	
	Expense	$ 5,995.00	$ -	$ 5,995.00	0.00%
Fund: 321 - Street Capital Projects Fund					
	Revenue	$ 72,170.70	$ 74,970.00	$ 115,220.70	
	Expense	$ 37,390.85	$ 178,678.50	$ 229,161.25	-28.25%
Fund: 322 - Square Streetscape Project					
	Revenue	$ -	$ -	$ 5,000.00	
Fund: 323 - Hillcrest Avenue					
	Expense	$ -	$ 123,949.26	$ 41,504.85	66.51%

Fund: 324 - K Street Construction					
	Revenue	$ 5,353.08	$ -	$ 5,353.08	
	Expense	$ -	$ 34,223.76	$ 17,845.00	47.86%
Fund: 327 - Willowcrest Avenue					
	Revenue	$ -	$ 124,950.00	$ -	
	Expense	$ -	$ 124,950.00	$ -	100.00%
Fund: 340 - City Hall Bldg Project					
	Expense	$ 12,709.02	$ 6,247.50	$ 14,495.02	-132.01%
Fund: 354 - Industrial Park Infrastructure					
	Expense	$ -	$ -	$ 60,774.70	0.00%
Fund: 541 - Library Endowment					
	Revenue	$ 45.81	$ -	$ 1,264.16	
Fund: 610 - Sewer Fund					
	Revenue	$ 237,500.00	$ 712,215.00	$ 475,000.00	
	Expense	$ 203,597.17	$ 773,228.70	$ 797,399.66	-3.13%
Fund: 650 - Stormwater Utility Fund					
	Revenue	$ 57,887.54	$ 174,930.00	$ 173,418.80	
	Expense	$ 48,058.13	$ 187,970.76	$ 121,451.64	35.39%
Fund: 670 - Recycling Fund					
	Revenue	$ 39,957.84	$ 114,954.00	$ 116,677.12	
	Expense	$ 33,906.69	$ 114,623.13	$ 77,047.31	32.78%
Fund: 680 - Wellness Campus Fund					
	Revenue	$ 94,869.78	$ 357,077.19	$ 288,689.26	
	Expense	$ 101,199.69	$ 341,987.79	$ 356,618.38	-4.28%
Fund: 681 - Wellness Campus Capital					
	Revenue	$ 618.21	$ 2,499.00	$ 2,232.19	
	Expense	$ -	$ 42,483.00	$ -	100.00%
Fund: 710 - Sewer Capital Projects Fund					
	Revenue	$ 496,528.28	$ 1,580,717.19	$ 1,495,589.13	
	Expense	$ 445,966.58	$ 1,633,966.47	$ 939,916.66	42.48%
Fund: 781 - WWTP Facility Construction					
	Expense	$ -	$ 187,568.25	$ 665,223.63	-254.66%
Fund: 791 - Sewer Revenue Bonds Fund					
	Revenue	$ 205,524.58	$ 616,327.11	$ 411,049.16	
	Expense	$ -	$ 616,327.14	$ -	100.00%
Fund: 820 - Health Insurance Fund					
	Revenue	$ 38,193.62	$ 328,531.50	$ 307,945.92	
	Expense	$ 174,485.46	$ 490,377.60	$ 580,072.08	-18.29%
Fund: 840 - Flex/STD Fund					
	Revenue	$ -	$ -	$ 225.00	
	Expense	$ 95.10	$ 649.74	$ 830.30	-27.79%
Fund: 850 - City Liab Ins Reserve Fund					
	Expense	$ -	$ 1,249.50	$ -	100.00%

Fund: 890 - Vehicle and Equipment								
	Revenue	$	11,750.00	$	35,235.90	$	23,500.00	
	Expense	$	7,282.64	$	35,241.00	$	7,429.14	78.92%

October 2025

	Account Type	October Activity	YTD Budget 33%	YTDActivity	Percent Remaining for Month
Fund: 001 - General					
	Revenue	$ 6,590,655.62	$ 4,590,220.84	$ 7,373,231.41	
	Expense	$ 3,555,126.97	$ 5,109,633.96	$ 5,734,871.21	-12.24%
Fund: 099 - Franchise Fee Fund					
	Revenue	$ 32,547.31	$ 49,980.00	$ 32,547.31	
Fund: 110 - Road Use Tax Fund					
	Revenue	$ 201,994.49	$ 833,333.20	$ 849,968.38	
	Expense	$ 128,070.08	$ 822,611.84	$ 680,027.32	17.33%
Fund: 112 - Trust & Agency Fund					
	Revenue	$ 1,169,929.62	$ 915,478.32	$ 1,278,288.83	
	Expense	$ 1,169,929.61	$ 900,817.16	$ 1,278,288.79	-41.90%
Fund: 121 - Local Option Sales Tax					
	Revenue	$ 221,676.06	$ 766,360.00	$ 882,022.99	
	Expense	$ 271,892.84	$ 719,916.24	$ 570,734.52	20.72%
Fund: 125 - TIF Downtown Fund					
	Revenue	$ 492,621.55	$ 526,456.00	$ 634,029.05	
	Expense	$ 115,148.75	$ 481,235.76	$ 345,446.25	28.22%
Fund: 141 - Library Special Revenue					
	Revenue	$ 3,403.81	$ 17,659.60	$ 14,609.14	
	Expense	$ 792.67	$ 14,994.00	$ 8,436.09	43.74%
Fund: 142 - Park & Rec Special Rev Fund					
	Expense	$ 12.50	$ -	$ 4,847.50	0.00%
Fund: 161 - Downtown Biz Incentive Program					
	Revenue	$ -	$ 191,690.32	$ 4,547.93	
	Expense	$ -	$ 365,501.96	$ 2,894.63	99.21%
Fund: 200 - Debt Service Fund					
	Revenue	$ 630,716.68	$ 1,128,310.44	$ 1,069,818.29	
	Expense	$ -	$ 1,127,653.00	$ -	100.00%
Fund: 301 - Capital Projects Fund					
	Revenue	$ 1,375.00	$ 5,497.80	$ 4,125.00	
	Expense	$ 1,450.00	$ -	$ 7,445.00	0.00%
Fund: 321 - Street Capital Projects Fund					
	Revenue	$ 25,025.00	$ 99,960.00	$ 140,245.70	
	Expense	$ 139,045.07	$ 238,238.00	$ 368,206.32	-54.55%
Fund: 322 - Square Streetscape Project					
	Revenue	$ -	$ -	$ 5,000.00	

Fund: 323 - Hillcrest Avenue								
	Expense	$	-	$	165,265.68	$	41,504.85	74.89%
Fund: 324 - K Street Construction								
	Revenue	$	203,188.86	$	-	$	208,541.94	
	Expense	$	-	$	45,631.68	$	17,845.00	60.89%
Fund: 327 - Willowcrest Avenue								
	Revenue	$	-	$	124,950.00	$	-	
	Expense	$	-	$	124,950.00	$	-	100.00%
Fund: 340 - City Hall Bldg Project								
	Revenue	$	981.15	$	-	$	981.15	
	Expense	$	4,236.62	$	8,330.00	$	18,731.64	-124.87%
Fund: 354 - Industrial Park Infrastructure								
	Expense	$	-	$	-	$	60,774.70	0.00%
Fund: 541 - Library Endowment								
	Revenue	$	302.28	$	-	$	1,566.44	
Fund: 610 - Sewer Fund								
	Revenue	$	237,500.00	$	949,620.00	$	712,500.00	
	Expense	$	223,507.07	$	1,030,971.60	$	1,020,906.73	0.98%
Fund: 650 - Stormwater Utility Fund								
	Revenue	$	57,681.80	$	233,240.00	$	231,100.60	
	Expense	$	45,830.25	$	250,627.68	$	167,281.89	33.25%
Fund: 670 - Recycling Fund								
	Revenue	$	38,445.04	$	153,272.00	$	155,122.16	
	Expense	$	68,094.23	$	152,830.84	$	145,141.54	5.03%
Fund: 680 - Wellness Campus Fund								
	Revenue	$	93,794.26	$	476,102.92	$	382,483.52	
	Expense	$	107,410.84	$	455,983.72	$	464,029.22	-1.76%
Fund: 681 - Wellness Campus Capital								
	Revenue	$	728.01	$	3,332.00	$	2,960.20	
	Expense	$	-	$	56,644.00	$	-	100.00%
Fund: 710 - Sewer Capital Projects Fund								
	Revenue	$	486,594.83	$	2,107,622.92	$	1,982,183.96	
	Expense	$	443,024.58	$	2,178,621.96	$	1,382,941.24	36.52%
Fund: 781 - WWTP Facility Construction								
	Expense	$	-	$	250,091.00	$	665,223.63	-165.99%
Fund: 791 - Sewer Revenue Bonds Fund								
	Revenue	$	205,524.58	$	821,769.48	$	616,573.74	
	Expense	$	205,524.58	$	821,769.48	$	616,573.74	100.00%

Fund: 820 - Health Insurance Fund								
	Revenue	$	40,466.29	$	438,042.00	$	348,412.21	
	Expense	$	182,760.17	$	653,836.80	$	762,832.25	-16.67%
Fund: 840 - Flex/STD Fund								
	Revenue	$	500.00	$	500.00	$	725.00	
	Expense	$	5.10	$	1,366.32	$	835.40	38.86%
Fund: 850 - City Liab Ins Reserve Fund								
	Expense	$	-	$	1,666.00	$	-	100.00%
Fund: 890 - Vehicle and Equipment								
	Revenue	$	391,750.00	$	426,981.20	$	415,250.00	
	Expense	$	-	$	426,988.00	$	7,429.14	98.26%

November 2025

	Account Type	November Activity	YTD Budget - 41.66%	YTDActivity	Percent Remaining for Month
Fund: 001 - General					
	Revenue	$ 748,427.32	$ 5,737,776.05	$ 8,121,658.73	
	Expense	$ 1,051,333.47	$ 6,350,673.70	$ 6,786,204.68	-6.86%
Fund: 099 - Franchise Fee Fund					
	Revenue	$ -	$ 62,475.00	$ 32,547.31	
Fund: 110 - Road Use Tax Fund					
	Revenue	$ 188,588.35	$ 1,041,666.50	$ 1,038,556.73	
	Expense	$ 191,164.70	$ 1,028,264.80	$ 871,192.02	15.28%
Fund: 112 - Trust & Agency Fund					
	Revenue	$ 142,010.19	$ 1,144,347.90	$ 1,420,299.02	
	Expense	$ 142,010.19	$ 1,126,021.45	$ 1,420,298.98	-26.13%
Fund: 121 - Local Option Sales Tax					
	Revenue	$ -	$ 957,950.00	$ 882,022.99	
	Expense	$ -	$ 869,277.30	$ 570,734.52	34.34%
Fund: 125 - TIF Downtown Fund					
	Revenue	$ 175,431.70	$ 658,070.00	$ 809,460.75	
	Expense	$ -	$ 601,544.70	$ 345,446.25	42.57%
Fund: 141 - Library Special Revenue					
	Revenue	$ 1,530.31	$ 22,074.50	$ 16,139.45	
	Expense	$ 132.83	$ 18,742.50	$ 8,568.92	54.28%
Fund: 142 - Park & Rec Special Rev Fund					
	Expense	$ 12.50	$ -	$ 4,847.50	0.00%
Fund: 161 - Downtown Biz Incentive Program					
	Revenue	$ -	$ 239,612.90	$ 4,547.93	
	Expense	$ -	$ 456,877.45	$ 2,894.63	99.37%
Fund: 200 - Debt Service Fund					
	Revenue	$ 57,173.28	$ 1,410,388.05	$ 1,126,991.57	
	Expense	$ 185,631.25	$ 1,409,566.25	$ 185,631.25	86.83%
Fund: 301 - Capital Projects Fund					
	Revenue	$ -	$ 6,872.25	$ 4,125.00	
	Expense	$ 3,651.18	$ -	$ 11,096.18	0.00%
Fund: 321 - Street Capital Projects Fund					
	Revenue	$ 25.00	$ 124,950.00	$ 140,270.70	
	Expense	$ 12,161.25	$ 297,797.50	$ 380,367.57	-27.73%

Fund: 322 - Square Streetscape Project					
	Revenue	$ -	$ -	$ 5,000.00	
Fund: 323 - Hillcrest Avenue					
	Expense	$ -	$ 206,582.10	$ 41,504.85	79.91%
Fund: 324 - K Street Construction					
	Revenue	$ 4,010.04	$ -	$ 212,551.98	
	Expense	$ -	$ 57,039.60	$ 17,845.00	68.71%
Fund: 327 - Willowcrest Avenue					
	Revenue	$ -	$ 208,250.00	$ -	
	Expense	$ -	$ 208,250.00	$ -	100.00%
Fund: 340 - City Hall Bldg Project					
	Revenue	$ 160.00	$ -	$ 1,141.15	
	Expense	$ 881.01	$ 10,412.50	$ 19,612.65	-88.36%
Fund: 354 - Industrial Park Infrastructure					
	Expense	$ -	$ -	$ 60,774.70	0.00%
Fund: 541 - Library Endowment					
	Revenue	$ 855.36	$ -	$ 2,421.80	
Fund: 610 - Sewer Fund					
	Revenue	$ -	$ 1,187,025.00	$ 712,500.00	
	Expense	$ 159,509.08	$ 1,288,714.50	$ 1,180,415.81	8.40%
Fund: 650 - Stormwater Utility Fund					
	Revenue	$ 57,551.32	$ 291,550.00	$ 288,651.92	
	Expense	$ 7,363.10	$ 313,284.60	$ 174,644.99	44.25%
Fund: 670 - Recycling Fund					
	Revenue	$ 39,674.40	$ 191,590.00	$ 194,796.56	
	Expense	$ 31,695.16	$ 191,038.55	$ 176,836.70	7.43%
Fund: 680 - Wellness Campus Fund					
	Revenue	$ 95,073.04	$ 595,128.65	$ 477,556.56	
	Expense	$ 93,771.43	$ 569,979.65	$ 557,800.65	2.14%
Fund: 681 - Wellness Campus Capital					
	Revenue	$ 596.28	$ 4,165.00	$ 3,556.48	
	Expense	$ -	$ 70,805.00	$ -	100.00%
Fund: 710 - Sewer Capital Projects Fund					
	Revenue	$ 492,820.41	$ 2,634,528.65	$ 2,475,004.37	
	Expense	$ -	$ 2,723,277.45	$ 1,382,941.24	49.22%
Fund: 781 - WWTP Facility Construction					
	Expense	$ -	$ 312,613.75	$ 665,223.63	-112.79%
Fund: 791 - Sewer Revenue Bonds Fund					
	Revenue	$ -	$ 1,027,211.85	$ 616,573.74	
	Expense	$ -	$ 1,027,211.90	$ -	100.00%

Fund: 820 - Health Insurance Fund									
	Revenue	$	10,696.43	$	547,552.50	$	359,108.64		
	Expense	$	82,501.49	$	817,296.00	$	845,333.74		-3.43%
Fund: 840 - Flex/STD Fund									
	Revenue	$	-	$	500.00	$	725.00		
	Expense	$	95.10	$	1,582.90	$	930.50		41.22%
Fund: 850 - City Liab Ins Reserve Fund									
	Expense	$	-	$	2,082.50	$	-		100.00%
Fund: 890 - Vehicle and Equipment									
	Revenue	$	-	$	438,726.50	$	415,250.00		
	Expense	$	307,362.00	$	438,735.00	$	314,791.14		28.25%

General Fund Expense Breakout for November 2025

Department	NovemberActivity	YTDBudget	YTDActivity	Percent Remaining for Month	Percent Remaining for Year
1100 - Police	$ 268,387.72	$ 1,790,484.35	$ 1,842,108.52	-2.88%	57.13%
1109 - Police	$ -	$ 2,583.30	$ 450.00	82.58%	92.74%
1500 - Fire	$ 170,270.61	$ 474,973.35	$ 565,111.74	-18.98%	50.43%
1530 - Fire	$ -	$ 11,666.65	$ -	100.00%	100.00%
1600 - Ambulance	$ 186,612.72	$ 1,246,805.90	$ 1,534,151.06	-23.05%	48.73%
1700 - Community Development	$ 60,435.54	$ 307,115.30	$ 268,499.48	12.57%	63.59%
2100 - Streets and Debt Service Fund	$ -	$ -	$ 37.50	0.00%	0.00%
2900 - Brush Facility	$ 7,049.98	$ 81,266.05	$ 58,732.29	27.73%	57.13%
4100 - Library	$ 76,327.11	$ 389,404.25	$ 415,820.71	-6.78%	55.51%
4200 - Park & Rec Administration	$ 45,377.26	$ 326,062.95	$ 324,419.89	0.50%	58.54%
4300 - Parks	$ 54,674.91	$ 322,604.25	$ 324,639.63	-0.63%	58.07%
4500 - Pool (Memorial)	$ 2,174.81	$ 136,789.80	$ 198,643.88	-45.22%	39.49%
5100 - Community Betterment	$ 27,612.04	$ 95,795.00	$ 158,332.74	-65.28%	31.16%
5200 - Economic Development	$ 3,598.50	$ 55,394.50	$ 19,589.50	64.64%	85.27%
6100 - Mayor and Council	$ 3,627.28	$ 24,682.60	$ 20,753.44	15.92%	64.98%
6150 - City Manager	$ 18,883.89	$ 110,099.55	$ 107,638.85	2.23%	59.28%
6200 - Clerk/Finance	$ 25,796.50	$ 152,371.30	$ 150,234.80	1.40%	58.93%
6210 - Info & Tech	$ 41,531.82	$ 389,920.05	$ 409,810.55	-5.10%	56.23%
6220 - Facilities	$ 7,365.23	$ 55,078.45	$ 54,578.21	0.91%	58.73%
6250 - Human Resources	$ 20,749.92	$ 114,178.55	$ 118,731.49	-3.99%	56.69%
6500 - General Govt and Buildings	$ 30,857.63	$ 263,397.55	$ 213,920.40	18.78%	56.05%

Fund Balance Report

City of Indianola, IA

As Of 11/30/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - General	5,540,769.34	8,121,658.73	6,797,115.02	6,865,313.05
011 - Police	0.00	0.00	928,482.58	-928,482.58
015 - Fire	0.00	0.00	0.00	0.00
016 - Ambulance	0.00	0.00	218,736.01	-218,736.01
041 - Library	0.00	0.00	0.00	0.00
042 - Park and Rec Admin	0.00	0.00	0.00	0.00
045 - Pool	100,611.98	0.00	0.00	100,611.98
071 - GF Debt Service Fund	0.00	0.00	0.00	0.00
099 - Franchise Fee Fund	666,828.17	32,547.31	0.00	699,375.48
110 - Road Use Tax Fund	1,956,689.50	1,038,556.73	871,192.02	2,124,054.21
112 - Trust & Agency Fund	180,420.00	1,420,299.02	1,420,298.98	180,420.04
121 - Local Option Sales Tax	339,031.48	882,022.99	570,734.52	650,319.95
125 - TIF Downtown Fund	6,247,864.18	809,460.75	345,446.25	6,711,878.68
126 - TIF E Hwy 92 Fund	0.00	0.00	0.00	0.00
127 - TIF Hillcrest/Ind Park Fund	0.00	0.00	0.00	0.00
141 - Library Special Revenue	66,113.74	16,139.45	8,568.92	73,684.27
142 - Park & Rec Special Rev Fund	44,198.25	0.00	4,847.50	39,350.75
160 - Downtown Revolving Loan Fund	340.43	0.00	0.00	340.43
161 - Downtown Biz Incentive Program	181,713.44	4,547.93	2,894.63	183,366.74
177 - Police Forfeiture Fund	0.00	0.00	0.00	0.00
190 - Vehicle Reserve Fund	0.00	0.00	0.00	0.00
200 - Debt Service Fund	334,936.02	1,126,991.57	185,631.25	1,276,296.34
301 - Capital Projects Fund	768,441.48	4,125.00	11,096.18	761,470.30
321 - Street Capital Projects Fund	1,750,843.62	140,270.70	380,367.57	1,510,746.75
322 - Square Streetscape Project	160,807.91	5,000.00	0.00	165,807.91
323 - Hillcrest Avenue	-251,665.51	0.00	41,504.85	-293,170.36
324 - K Street Construction	1,027,433.03	212,551.98	17,845.00	1,222,140.01
325 - American Rescue Fund	0.00	0.00	0.00	0.00
327 - Willowcrest Avenue	0.00	0.00	0.00	0.00
340 - City Hall Bldg Project	-256,544.14	1,141.15	19,612.65	-275,015.64
344 - CP - CAF Fund	0.00	0.00	0.00	0.00
353 - Real Property Improvement Fund	-1,681.52	0.00	0.00	-1,681.52
354 - Industrial Park Infrastructure	496,170.22	0.00	60,774.70	435,395.52
541 - Library Endowment	67,229.03	2,421.80	0.00	69,650.83
610 - Sewer Fund	634,062.06	712,500.00	1,180,415.81	166,146.25
650 - Stormwater Utility Fund	919,310.26	288,651.92	174,644.99	1,033,317.19
670 - Recycling Fund	232,759.85	194,796.56	176,836.70	250,719.71
680 - Wellness Campus Fund	-207,157.56	477,556.56	557,800.65	-287,401.65
681 - Wellness Campus Capital	22,995.24	3,556.48	0.00	26,551.72
710 - Sewer Capital Projects Fund	910,839.12	2,475,004.37	1,382,941.24	2,002,902.25
771 - Sewer Reserve Fund	114,238.70	0.00	0.00	114,238.70
781 - WWTP Facility Construction	746,627.14	0.00	665,223.63	81,403.51
791 - Sewer Revenue Bonds Fund	516,591.16	616,573.74	0.00	1,133,164.90
820 - Health Insurance Fund	2,565,531.89	359,108.64	845,333.74	2,079,306.79
830 - HRA Fund	0.00	0.00	0.00	0.00
840 - Flex/STD Fund	37,876.66	725.00	930.50	37,671.16
850 - City Liab Ins Reserve Fund	1,303.91	0.00	0.00	1,303.91
860 - Maintenance	0.00	0.00	0.00	0.00
890 - Vehicle and Equipment	947,402.05	415,250.00	314,791.14	1,047,860.91
Report Total:	**26,862,931.13**	**19,361,458.38**	**17,184,067.03**	**29,040,322.48**

MEMORANDUM

To: Mayor and City Council

From: Jason Holder, Chief of Innovation and Internal Services

Date: January 5, 2026

Subject: Resolution authorizing a lease agreement between the City of Indianola and Heart of Iowa Regional Transit Agency, Lessee, for the lease of real estate at 310 North Buxton Street.

Introduction: Resolution Authorizing Lease Agreement Between the City of Indianola and the Heart of Iowa Regional Transit Agency (HIRTA) for 310 N. Buxton St.

Background:

The Heart of Iowa Regional Transit Agency (HIRTA) provides essential public transit services across our region. They have identified a need for a local satellite location to facilitate staff meetings, provide driver amenities (restroom access), and secure parking for their buses and personal vehicles.

We have negotiated a lease agreement to utilize the main floor Conference Room, restroom, storage space, and the East parking lot at the City facility located at 310 N. Buxton St.. This agreement formalizes their use of the space and ensures the City is compensated for it.

The lease agreement was drafted by the City Attorney to ensure all liability and property concerns were addressed. The agreement was subsequently reviewed and approved by the HIRTA Board at a recent meeting.

Discussion: This lease puts an underutilized city asset to work while supporting a partner agency that serves our residents.

Here are the key terms of the agreement:

- Term: The lease runs for just over one year, commencing retroactively on December 1, 2025, and ending on December 31, 2026.
- Rent: HIRTA will pay the City $250 per month.
- Usage: The space is strictly for staff meetings, restroom use, storage, and parking for HIRTA buses and drivers' personal vehicles while on duty.
- Termination: Either party can terminate the agreement for any reason with 90 days' written notice. The City retains the right to terminate with less notice if the premises are needed for public use or in the event of default.
- Maintenance & Utilities: HIRTA is responsible for maintaining their area in a clean condition and paying for utilities used at the premises.
- Insurance: HIRTA is required to maintain comprehensive liability and property insurance, listing the City as an additional insured.

The agreement also includes standard indemnity clauses protecting the City from liability arising from HIRTA's use of the property.

Budget Impact: This agreement generates revenue of $250 per month ($3,000 annually) for the City. There are no anticipated additional costs, as the tenant is responsible for their own utility consumption and general upkeep of the leased space.

Recommendation: Staff recommends approval.

Attachments:
1. Res 2026- HIRTA Agreement
2. 25.08 HIRTA Lease-2 1 (2)

City of Indianola

RESOLUTION NO. 2026-

RESOLUTION AUTHORIZING LEASE AGREEMENT BETWEEN THE CITY OF INDIANOLA, IOWA, AND HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA), LESSEE

WHEREAS, the City of Indianola, Iowa, is the owner of property located at 310 N Buxton St, Indianola, Iowa, consisting of approximately 2,880 square feet; and

WHEREAS, Heart of Iowa Regional Transit Agency (HIRTA) desires to lease the main floor conference room, main floor restroom, storage space on the first floor, and parking in the East lot; and

WHEREAS, the lease agreement provides for a one-year tenancy at a rental rate of $250.00 per month, with provisions for termination, maintenance responsibilities, insurance, and other standard lease terms; and

WHEREAS, the City Council has reviewed the lease agreement and finds it to be in the best interest of the City of Indianola.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Indianola, Iowa that:

1. The Lease Agreement between the City of Indianola, Iowa, and Heart of Iowa Regional Transit Agency (HIRTA), dated December 1, 2025, is hereby approved.
2. The Mayor is authorized to execute the Lease Agreement on behalf of the City of Indianola.
3. The City Clerk is directed to maintain a copy of the executed Lease Agreement in the official records of the City of Indianola.

Passed and approved this 5th day of January 2026.

____
Steve Richardson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

LEASE AGREEMENT

Between

CITY OF INDIANOLA, IOWA, LESSOR, and

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA), LESSEE

THIS LEASE AGREEMENT, made and entered into on the date below, by and between City of Indianola ("Lessor"), whose address is 110 N. 1st Street, Indianola, Iowa 50125, and Heart of Iowa Regional Transit Agency ("Lessee"), whose address is 2824 104th Street, Urbandale, IA 50322. The Lessor and Lessee are referred to as the "Parties."

The Parties agree as follows:

1. **Premises.** In consideration of the obligation of Lessee to pay rent as provided herein, and in consideration of the terms, Lessor does hereby lease to Lessee the following real estate, located at 310 N. Buxton St., Indianola, Iowa 50125, situated in the City of Indianola, Iowa: main floor Conference Room and main floor restroom, storage space on the first floor, and parking in the East lot [Parcel 48020030040] together with all improvements thereon, and all rights, easements, and appurtenances thereto belonging (the "Premises").

2. **Term**. The Term of the Lease shall be a period of one (1) year commencing on December 1, 2025 and terminating on December 31, 2026, unless terminated by either party upon ninety (90) days' written notice for any reason.

3. **Rent.** Lessee shall pay $250 per month to Lessor for the duration of the Lease term. Rent is due on the first day of the month.

4. **Possession.** Lessee shall be entitled to possession on the first day of the Lease term and shall yield possession at the termination of this Lease. Neither the Lessor nor its agents have made any representations or promises with respect to the Premises except as expressly set forth herein. The taking of possession of the Premises by the Lessee will be conclusive evidence, as against the Lessee, that the Lessee accepts the same in its then "as is" condition at the time such possession was so taken.

5. **Use.** Lessee shall use the premises only for staff meetings, use of restroom, and vehicle parking. Vehicle parking is limited to HIRTA buses and their drivers' personal vehicles while on duty. Lessee shall make no unlawful use of the premises.

6. **Care and Maintenance.** Lessee shall maintain the premises in a reasonable, safe, serviceable, clean and presentable condition. Lessee shall make no structural changes or alterations without the prior written consent of Lessor.

7. **Utilities and Services.** Lessee shall be solely responsible for and shall promptly pay all charges for utilities and services used or consumed at the Premises.

8. **Surrender.** Upon termination or expiration of this Lease, Lessee will surrender the premises to Lessor in good and clean condition, except for ordinary wear and tear or damage without fault of liability of Lessee. Continued possession beyond the term of this Lease and the acceptance of rent by Lessor shall constitute a month-to-month extension of this Lease.

9. **Termination.** Either party may terminate this Lease for any reason by providing written notice to the other party at least ninety (90) days in advance. The City may also terminate the Lease with less notice if the Premises are needed for public use or in the event of Lessee's default.

10. **Liens**. Lessee shall take all commercially reasonable action to prevent the filing of any mechanic's or other liens against the Premises by reason of any work, labor, services, or materials performed or supplied or claimed to have been performed or supplied to Lessee, or anyone holding the Premises or any part thereof through or under Lessee. If any mechanic's or other lien is filed against the Premises for work claimed to have been done or materials supplied, the lien shall be discharged by Lessee as soon as possible but in no event later than thirty (30) days, at Lessee's sole cost and expense, by filing the bond required by law.

11. **Assignment and Subletting.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of the Lessor.

12. **Insurance.** Lessee shall have the following insurance coverage:
    a. **Property Insurance.** Lessee agrees to insure personal property for the full insurable amount. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by the policies, the Lessor and Lessee waive all rights of recovery against each other.

    b. **Liability Insurance.** Lessee shall purchase and maintain in force, at its own cost and expense, at all times during the term of this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to all property and fixtures in the Premises owned by Lessee, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the term of this Lease, in either case with respect to the Premises and the business operated therein by Lessee, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars

($3,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, and (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars ($1,000,000) combined single limit per accident (and in the aggregate) for bodily injury and property damage. Throughout the term of the Lease, at any time that the occupant(s) of the Premises are professionals employed by Lessee, Lessee shall purchase and maintain in force, at its own cost and expense, professional liability insurance only for services being provided by professionals employed by Lessee within the Premises, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years to cover liability resulting during the term of the Lease, in either case (A) if such professionals are not governed by medical staff bylaws of the Lessee, then with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate, and (B) if such professionals are governed by medical staff bylaws of the Lessee, then with limits as required by such bylaws.

Any policy shall be endorsed to include the Lessor as an additional insured.

c. **Lessor Insurance.** Lessor shall purchase and maintain in force, at its own cost and expense, throughout the term of this Lease: (i) a policy or policies of insurance insuring risks of physical loss or damage to the Building, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, to cover any liability resulting during the term of this Lease, in either case with respect to the Building, Common Areas, and Property, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. Throughout the term of this Lease, at any time that professional services are performed in the Building by Lessor or its employees or affiliates, Lessor shall purchase and maintain in force, or cause to be purchased and maintained in force, at its own cost and expense, professional liability insurance for such services written on an occurrence basis, to cover any liability resulting during the term of this Lease.

d. **Certificates of Insurance.** The Lessee will provide the Lessor with a certificate of insurance with the property and liability requirements. A renewal certificate shall be provided prior to expiration of the current policies.

e. **Acts by Lessee.** Lessee will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the Premises.

f. **Increased Risks or Hazards.** Lessee further agrees to be liable for and to promptly pay any increase in insurance rates on said leased premises if Lessee's use of the leased premises increases risk or hazards.

13. **Liability for Damage.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured, and if subrogation is waived under the Lessor's policy.

14. **Indemnity.** Lessee shall indemnify, defend, protect, and hold harmless Lessor and all of its affiliates, employees, agents, elected officials, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Lessee's (including Lessee's entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its agents, employees, successors or assigns.

15. **Damage or Destruction to the Premises.**
    In the event of damage or destruction to the Premises, the Lessor or the Lessee shall be allowed to cancel the Lease if the Lessor cannot restore the Premises within 60 days. If the Lessor can restore the Premises within said 60 days, the Lessor shall commence to do so diligently. Lessor shall notify Lessee in writing within 15 days of said damage or destruction of its ability to restore the Premises within 60 days or not. If restoration is not completely restored within 60 days, or cannot be restored within 60 days, Lessee shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Lessee shall have no further liability to Lessor. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

    In the event the Premises are deemed unfit for occupancy by the Chief Building Official, a licensed structural engineer, fire marshal, or any other authority having jurisdiction, either party may immediately terminate this lease upon written notice. No further rent shall be due from the date the Premises are declared unfit, and Lessee shall have a reasonable period to remove its property.

16. **Default, Notice of Default and Remedies.**
    a. **Events of Default.** Each of the following shall constitute an event of default by the Lessee:
        i. Failure to pay rent when due.
        ii. Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Lessee pursuant to the terms of the Lease.

iii. Abandonment of the Premises. "Abandonment" means the Lessee has failed to engage in its usual and customary business activities in the leased premises for more than fifteen (15) consecutive business days.
iv. Bankruptcy, including institution of voluntary bankruptcy proceedings by the Lessee; institution of involuntary bankruptcy proceedings in which the Lessee thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Lessee under this Lease agreement; appointment of a receiver for the property or affairs of Lessee where the receivership is not vacated within ten (10) days after the appointment of receiver.

b. **Notice of Default.**
   i. Lessor shall give Lessee a written notice specifying the default and giving the Lessee ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Lessee, i.e. rent) that cannot be remedied in ten (10) days by diligent efforts of the Lessee, Lessee shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Lessor. Lessor shall not be required to give Lessee any more than three notices of the default within any 365-day period.

c. **Remedies.** In the event Lessee has not remedied the default in a timely manner following a Notice of Default, Lessor may proceed with all available remedies at law or in equity, including but not limited to the following:
   i. **Termination.** Lessor may declare this Lease to be terminated and shall give Lessee a written notice of such termination. In the event of termination of this Lease, Lessee shall pay all such rent due and owing as of the date of termination.
   ii. **Forfeiture.** If a default is not remedied in a timely manner, Lessor may then declare this Lease to be forfeited and shall give Lessee a written notice of such forfeiture, and may, at the time, give Lessee the notice to quit provided for in Chapter 648 of the Code of Iowa (2025).

17. **Environmental.**

a. **Lessor.** To the best of Lessor's knowledge to date:
   i. Neither Lessor nor Lessor's former or present Lessees are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
   ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises of 310 N. Buxton St., Indianola, Iowa, has been in compliance with all applicable federal, state and local codes, rules and regulations.

iii. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises of 310 N. Buxton Street, Indianola, Iowa.
iv. The soil, groundwater, and soil vapor on or under the premises of 310 N. Buxton Street, Indianola, Iowa, is free of toxic or hazardous substances.

b. **Lessee.** Lessee expressly represents and agrees:
i. During the Lease term, Lessee's use of the Premises will not include the use of any hazardous substance without Lessee first obtaining the written consent of Lessor. Lessee understands and agrees that Lessor's consent is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
ii. During the Lease term, Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
iii. Lessee, at its sole cost and expense, agrees to remediate, correct, or remove from the leased premises any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee on the leased premises during any term of this Lease. Remediation, correction, or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than Lessor, who is or may be liable for any such cost and expense.
iv. Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Lessee on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to Premises, and including any diminution of the value of any leased Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment, or expiration of this Lease.

18. **<u>Substitution of Equipment, Merchandise, etc.</u>** During its tenancy, Lessee shall have the right to sell or otherwise dispose of any personal property of the Lessee situated on the leased Premises, when in the judgment of the Lessee it shall have become obsolete, outworn, or unnecessary in connection with the operation of the business on the leased Premises; provided, however, that the Lessee shall, in such instance (unless no

substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

19. **Property Taxes**. In the event the Premises become subject to real estate taxes or assessments due to the nature of this lease or the use of the Premises by Lessee, Lessee shall be responsible for the payment of such taxes or shall reimburse Lessor for any such taxes paid.

20. **Rights Cumulative.** The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled so long as any default remains in any way unremedied, unsatisfied or undischarged.

21. **Notices and Demands.** All notices shall be given to the parties hereto at the addresses designated in signature blocks, unless either party notifies the other, in writing, of a different address or contact. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

22. **Provisions Binding.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.

23. **Changes to be in Writing.** None of the covenants, provisions, terms, or conditions of this Lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This Lease contains the whole agreement of the parties.

24. **Construction.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

25. **Certification.** Lessee certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Lessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

26. **Parking.** Lessee and its employees may use the parking lot associated with the building that contains the Premises. Lessor reserves the right to temporarily restrict access for maintenance or public use with reasonable notice.

27. **Quiet Enjoyment.** Landlord covenants that its estate in said Premises is in fee simple and that the Tenant, if not in default past any applicable notice and cure period, shall peaceably have, hold and enjoy the Premises for the term of this lease.

Dated this 8th day of December, 2025.

City of Indianola, Iowa	Heart of Iowa Regional Transit Agency (HIRTA)
By: ____________________	By: Julia Castillo
Its: ____________________	Its: ____________________
Date: ____________________	Date: 12/8/2025

MEMORANDUM

To: Mayor and City Council

From: Jason Holder, Chief of Innovation and Internal Services

Date: January 5, 2026

Subject: Resolution authorizing the Mayor to execute the Iowa Economic Development Authority Energy Efficiency and Conservation Block Grant contract for electric vehicle charging stations.

Introduction:

Staff recommends that Council approve the Energy Efficiency and Conservation Block Grant (EECBG) Agreement (Contract 25-ECBG-005) with the Iowa Economic Development Authority (IEDA) for the installation of downtown Electric Vehicle (EV) charging stations.

Background:

On July 21, 2025, the City Council passed Resolution 2025-124 supporting the Indianola Sustainability Committee's application for an Energy Efficiency and Conservation Block Grant (EECBG). The City has since been awarded this grant by the Iowa Economic Development Authority (IEDA). The project scope involves installing two (2) dual-port Level II electric vehicle (EV) charging stations in the public parking lots adjacent to the downtown Square (West and South lots). These chargers will serve four parking spaces, enhancing downtown amenities for residents and visitors.

Discussion: This resolution authorizes the execution of the Grant Agreement with IEDA for up to $86,581 in federal Bipartisan Infrastructure Law (BIL) funding.

Grant Administration & MIPA Partnership: To alleviate the significant administrative burden associated with federal grant compliance, the City has engaged the Mid-Iowa Planning Alliance (MIPA) to administer this grant. MIPA has agreed to manage all grant administration duties—including weekly certified payroll audits (Davis-Bacon), quarterly reporting, and federal compliance checks—for the $3,500 administration fee specifically budgeted within the grant award. This partnership effectively relieves City staff of the complex regulatory overhead at no additional cost to the City.

Equipment & Operational Costs: The City will procure ChargePoint CP6000 series chargers via the State of Iowa master contract from District Fleet, LLC

5-Year Prepaid Support: Crucially, the grant budget covers a 5-year prepaid subscription for station management software and a 5-year comprehensive warranty (parts and labor). This minimizes City operational costs for the first five years.

Installation: The vendor (District Fleet) will be responsible for the physical installation and activation of the units.

Infrastructure: This project leverages significant support from Indianola Municipal Utilities (IMU). IMU is providing the primary electric infrastructure, including two 50 kVA transformers.

Fiscal Considerations & Usage Fees

Grant Funding:
The grant is reimbursement-based. The City will expend funds and submit claims for up to $86,581.

Local Contribution:
IMU Support: The IMU Board of Trustees has passed a resolution supporting this project, agreeing to waive $6,180 in labor costs ($3,090 per station) as an in-kind donation.

Private Pledges:
Local partners DeYarman Ford and Gregg Young Buick GMC have pledged a combined $1,000 to offset non-grant costs.

User Fees & Taxes:
The City Council has the authority to set user fees to recover electricity and future maintenance costs. Note that the City must register with the Iowa Department of Revenue as an "Electric Fuel Dealer" to remit the required state excise tax ($0.026 per kWh) on dispensed energy.

Legal Review & Compliance:
The City Attorney has reviewed the agreement. Approval commits the City to strict federal compliance standards, including:

Federal Regulations:
Mandatory compliance with Davis-Bacon prevailing wage acts and Buy American provisions (BABA).

Risk Management:
Failure to comply or make timely progress may result in default and repayment of funds. IEDA retains immunity from liability.

Reporting:
The City must submit quarterly status reports and retain all records for three years.

Administrative Implementation Plan:
To ensure full compliance with these regulations and prevent any clawback of funds, City administration (in partnership with MIPA) will execute the following timeline of tasks:

- Jan 2026: Complete federal system registrations and execute admin agreement with MIPA.
- Jan-Feb 2026: Manage compliant procurement, including BABA waiver verification and Davis-Bacon wage determination approval.
- Mar-Jun 2026: Oversee construction, including weekly certified payroll reviews and quarterly performance reporting to the state.
- July-Aug 2026: Finalize state excise tax registration, submit final reimbursement claims, and archive records for the mandatory 3-year retention period.

Budget Impact:

The City will retain ownership of the units and will be responsible for ongoing maintenance and electricity costs, though the City has the authority to set usage fees to recover these operational costs in the future.

The total project cost is covered by the **$86,581** grant, the **$1,000** in private donations, and the in-kind labor and equipment contributions from IMU. There is no immediate impact on the General Fund for installation. Future electricity and maintenance costs can be offset by user fees charged at the station.

Recommendation:

Staff recommends approval.

Attachments:
1. Res 2026- EECBG Contract
2. Indianola Contract 25-ECBG-005_encrypted_ (1)

City of Indianola
RESOLUTION NO 2026-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE IOWA ECONOMIC DEVELOPMENT AUTHORITY ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT CONTRACT FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the Indianola City Council approved the Sustainability Committee's grant application for an Energy Efficiency and Conservation Block Grant opportunity through the Iowa Economic Development Authority on July 21, 2025, with Resolution 2025-124; and

WHEREAS, the Iowa Economic Development Authority (IEDA) has awarded the City of Indianola an Energy Efficiency and Conservation Block Grant in an amount not to exceed $86,581 for the installation of electric vehicle charging stations; and

WHEREAS, a contract between the Iowa Economic Development Authority and the City of Indianola must be executed in order to receive the grant; and

WHEREAS, the attached contract sets forth the terms and conditions to receive the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Indianola City Council hereby approves the attached contract and directs the Mayor to execute the Iowa Economic Development Authority Energy Efficiency and Conservation Block Grant contract on behalf of the City.

Approved this 5th day of January 2026.

____
Steve Richardson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

EECBG GRANT AGREEMENT

GRANT NUMBER: 25-ECBG-005 EFFECTIVE DATE: October 15, 2025

BETWEEN Iowa Economic Development Authority
1963 Bell Avenue Suite 200
Des Moines, Iowa 50315
(hereinafter "IEDA" or “Authority”)

AND City of Indianola
110 N. 1st Street
Indianola, IA 50125

(hereinafter "Recipient")

Recipient Authorized Representative: Jackie Raffety
City Clerk/Finance Director
jraffety@indianolaiowa.gov

Grant Administration Contact: Jackie Raffety
City Clerk/Finance Director
jraffety@indianolaiowa.gov

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. RECIPIENT. "Recipient" means the entity described above and who has been selected to receive Project funds to undertake the funded Project and agrees to comply with all applicable requirements. The Recipient, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the IEDA. Neither the Recipient nor its employees shall be considered employees of the IEDA for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

2. GRANT PROJECT. "Project" means the description of eligible work, services, activities and other obligations to be performed or accomplished by the Recipient as described in Scope of Work, Exhibit A.

3. GRANT PERIOD. The term of the grant shall be from the Project Effective Date: October 15, 2025 to the Project Completion Date: September 30, 2026.

4. FUNDING SOURCE. IEDA shall provide the funds for this agreement from the monies provided to IEDA through the Bipartisan Infrastructure Law, Energy Efficiency and Conservation Block Grant Formula award.

5. TOTAL PAYMENT. Total payment of funds under this Agreement is not to exceed $86,581 for costs directly attributed to the Project as described in the Recipient’s IowaGrants.gov account, unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient funds for this activity. Any termination, reduction or delay of funds to the IEDA shall, at the option of IEDA, result in the termination, reduction or delay of funds to the Recipient.

6. REPAYMENT OBLIGATION. In the event that any federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Recipient shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Recipient has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Iowa Code Chapter 17A. If it is IEDA's final determination that costs previously paid by IEDA are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Recipient shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Recipient as well as any subcontractors or subrecipients.

7. REPORTING REQUIREMENTS. The Recipient shall submit project status reports quarterly and as specified by IEDA. The reports shall be in a format and content as specified by the Authority. The Recipient shall submit a final report to the IEDA within 60 days of Project Completion Date for IEDA to verify that the terms of this Agreement have been met.

8. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis no more frequently than monthly. Claims must be for an amount equal to or greater than $500 per request. Recipient shall prepare, review and sign the requests and reports in the form and content specified by the Authority. The Recipient must submit all claims for reimbursement within sixty (60) days of the Project Completion Date. If the sum of the claims submitted by the Recipient is less than the IEDA total award amount, IEDA shall be under no further obligation to disburse any unclaimed balance.

9. IOWAGRANTS.GOV. "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement.

10. INTELLECTUAL PROPERTY; USE OF NAME OR STATE'S INTELLECTUAL PROPERTY. Subject to any pertinent obligations to other sponsors, intellectual property which results from this Project which is created solely by the Recipient's employees will be owned by the Recipient ("Recipient's IP"). Intellectual Property resulting from the performance of the Project and created solely by IEDA's employees will be owned by IEDA ("IEDA's IP"). Intellectual Property resulting from the performance of the Project and created jointly by the Recipient's employees and IEDA's employees will be owned jointly by the Recipient, and IEDA ("Joint IP").

    Copyrightable materials first created solely by the Recipient's personnel in the performance of the work funded under this Agreement shall vest in the Recipient. The Recipient shall grant to IEDA an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

11. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Recipient in default of its obligations under this Agreement: a) non-performance; b) a failure of the Recipient to make substantial and timely progress toward

performance of the Agreement; c) a failure of the Recipient work product and services to conform with the terms of this Agreement and any and all attachments; d) a breach of any term of this Agreement; e) utilizing grant proceeds for purposes not described in the Scope of Work as described in Exhibit A; and f) failure to comply with applicable federal, state and local laws, regulations, rules, ordinances and orders when performing within the scope of this Agreement. The IEDA shall issue a written notice of default providing therein a thirty (30) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

12. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

13. EVENTS UPON TERMINATION. If this Agreement is terminated, IEDA and Recipient shall negotiate the terms of winding down the activities under this Agreement. The Recipient shall return to IEDA all unencumbered funds within one week of receipt of the notice of termination. IEDA shall pay only those amounts, if any, due and owing to Recipient up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement; Recipient shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.

14. ASSIGNMENT AND DELEGATION. The Recipient may not assign, transfer or convey, in whole or in part, this Agreement without the prior written consent of IEDA. For the purpose of construing this clause, a transfer of a controlling interest in the Recipient shall be considered an assignment. The Recipient may not delegate any of its obligations or duties under this Agreement without the prior written consent of IEDA. The Recipient may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Recipient under this Agreement.

15. AMENDMENT. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. The IEDA will consider whether an amendment request is so substantial as to necessitate reevaluating the IEDA's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it conflicts with any applicable federal, state or local laws, federal regulations, or state rules.

16. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE RECIPIENT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

17. COMPLIANCE WITH EEO/AA PROVISIONS. The Recipient shall comply with the applicable provisions of federal, state and local laws, rules and executive orders, including Iowa Code Chapter 216.6, to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

18. INDEMNIFICATION. The Recipient agrees to be responsible, for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

19. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Recipient shall permit IEDA or its agents, within normal business hours and upon prior written notification to the Recipient, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Recipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Recipient shall deliver to IEDA or its agents said documentation or materials.

20. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Recipient relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

21. AUDITS. Recipient who are local governments or non-profit entities that expend $1,000,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable. A copy of the final audit report shall be submitted to IEDA if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. If an audit report is not required to be submitted per the criteria above, the Recipient must provide written notification to IEDA that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. The Recipient shall provide IEDA with a copy of any written audit findings or reports, whether in draft or final form, within 3 days following receipt by the Recipient. The requirements of this paragraph shall apply to the Recipient as well as any of its subcontractors or subrecipients.

22. SEVERABILITY OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

23. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

24. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Recipient. The IEDA shall have the final authority to assess whether the Recipient has complied with the terms of this Agreement.

25. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If applicable, the Recipient shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any

compliance documentation, including but not limited to certifications, received from subcontractors by the Recipient shall be forwarded to IEDA.

26. LEGISLATIVE CHANGES. The Recipient expressly acknowledges that the Project is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the Project, the Recipient shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Recipient of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

27. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Recipient.

28. JOINT AND SEVERAL LIABILITY. If the Recipient is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

29. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Recipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

30. CONFLICT OF INTEREST.

(a) The Recipient represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Recipient and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 12 of this Agreement, and the Recipient shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Recipient 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. The Recipient shall report any potential, real, or apparent conflict of interest to IEDA.

(b) Except for the use of Energy funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to Energy assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from an Energy assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) The conflict-of-interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving Energy funds.

31. IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

32. INSURANCE. The Recipient shall insure and keep insured with good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties; and the Recipient shall insure such other hazards and risks (including employers' and public liability risks) with good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar businesses. The Recipient will, upon request of the IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section.

33. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Recipient's and/or its subrecipients' or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

34. COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders including all Federal laws and regulations described in regulatory requirements contained in 2 CFR Part 200 as amended by 2 CFR Part 910 as found in Department of Energy Guide To Financial Assistance Effective Date November 8, 2023; 10 CFR part 600; 2 CFR part 910; 2 CFR Part 180; and applicable program rules.

35. DIVERSITY, EQUITY AND INCLUSION. Recipient acknowledges that Iowa Code section 19.2 prohibits IEDA from expending any moneys appropriated by the general assembly or any other moneys derived from any other source to establish, sustain, support or staff a "diversity, equity, and inclusion office," or to contract, employ, engage, or hire an individual to serve as a "diversity, equity, and inclusion officer," as those terms are defined in Iowa Code section 19.1. Recipient will comply with Iowa Code section 19.2 and will not use any monies received by IEDA under this Agreement for any purpose in contravention of section 19.2. In the event Recipient is found to knowingly be in violation of this provision, Recipient may be required, at the discretion of IEDA, to return all or a portion of the funds received under this Agreement, as well as be subject to all other applicable penalties provided by law.

36. PROGRAM INCOME. All program income, as defined in 2 CFR part 200; subpart E; and 2 CFR Part 200.307; 10 CFR 600; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the Energy Application. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the

Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

37. INTEREST EARNED. To the extent that interest is earned on advances of Energy funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to $100 per year for administrative expenses.

38. SUSPENSION. When the Recipient has failed to comply with the Agreement, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Agreement and withhold future payments, or prohibit the Recipient from incurring additional obligations of Energy funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of DOE regulations issued pursuant to OMB 2 CFR part 200, subpart E; 2 CFR Part 910; 10 CFR Part 600; Department of Energy Guide To Financial Assistance Effective Date November 8, 2023; and 2 CFR Part 180, as applicable.

39. ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Agreement.

40. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. Energy funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 2 CFR Part 180 or any applicable law or regulation of the Department of Labor.

41. CIVIL RIGHTS.

(a) NONDISCRIMINATION POLICIES. The Recipient shall comply with the applicable provisions of national policies as implemented by DOE Regulation as found in 10 CFR Parts 1040, 1041, and 1042; Department of Health and Human Services regulations at 45 CFR part 90; Department of Justice regulations at 28 CFR part 41; Department of Housing and Urban Development 24 CFR PART 100—Discriminatory Conduct Under the Fair Housing Act; and Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.). In addition, the Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and DOE regulations issued pursuant thereto contained in 10 CFR Part 1040 and 10 CFR Part 1042. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program, activity, or Project.

(b) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(c) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(d) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings through Iowa Workforce Development's job search website, currently known as IowaWORKS.

(e) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.) including section 602 of the civil rights act of 1964; the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(f) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) 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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) 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 and as implemented by DOE at 10 CFR part 601. 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.

(v) If the Recipient is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), it may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If DOE or IEDA determines the Recipient has engaged in lobbying activities, IEDA will cease all payments to Recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By signing this agreement and accepting funds, the Recipient assures that it is not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

(vi) Officials not to benefit. Recipient must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

(g) <u>THE ARCHITECTURAL BARRIERS ACT OF 1968</u>. (42 U.S.C. § 4151 et seq.) Recipients must ensure that all persons have ready access to, and use, of buildings regardless of disability in the design, construction or alteration of buildings and facilities financed with Federal funds.

(h) <u>TITLE IX OF THE EDUCATION AMENDMENTS OF 1972</u>. (20 USC 1681-1686) Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All DOE recipients and subrecipients must comply with Title IX. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.).

(i) <u>NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS</u>. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

42. DAVIS-BACON ACT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Davis-Bacon wage rates as described in Exhibit B.

43. ENVIRONMENTAL POLICIES. Environmental policy requires the recipient, as applicable, to protect the environment and human interaction with land, air, water or contact with certain substances. The following sections discuss the application of each of these policies:

(a) The Clean Air Act (42 U.S.C.§7401, et. seq.) and Clean Water Act (33 U.S.C. §1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR Part 32, Subpart J, are concerned with protecting and enhancing the quality of the Nation's air resources so as to promote the public health and welfare and the productive capacity of its population and encouraging and promoting pollution prevention.

(b) Recipients must protect the quality of the human environment, including wetlands, and provide any help DOE may need to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq) and as implemented by DOE at 10 CFR Part 1021 and assist in preparing Environmental Impact Statements or other environmental documentation.

(c) Recipients must manage impacts on the following:

(i) Flood-prone areas, and comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et. Seq) and as implemented by DOE at 10 CFR Part 1022.

(ii) Land and water resources of coastal zones, and comply with the Coastal Zone Management Act of 1972 (16 U.S.C. §1451, et. seq.).

(iii) Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and comply with the Coastal Barriers Resource Act (16 U.S.C. § 3501 et. seq.), concerning preservation of barrier resources.

(iv) Any existing or proposed component of the National Wild and Scenic Rivers system, and comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.).

(v) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and comply with the Safe Drinking Water Act (42 U.S.C. § 300h-3).

(d) Recipients must comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), as implemented by the Department of Housing and Urban Development (24 CFR part 35). The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

(e) Recipients must comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulations of the Environmental Protection Agency (40 CFR Part 247) which require the purchase of recycled products by States or political subdivision of States.

44. PROTECTION OF HUMAN SUBJECTS AND ANIMALS IN RESEARCH (as applicable).

(a) Humans. The recipient is responsible for the protection of the rights and welfare of human subjects involved in activities supported by DOE. All research involving human subjects is subject to the requirements of DOE Policy 443.1A, Protection of Human Subjects;, Protection of Human Subjects; 10 CFR 745, Protection of Human Subjects; and 45 CFR Part 46, Protection of Human Subjects. Information is available at http://humansubjects.energy.gov.

(b) Animals. The recipient is responsible for the humane care and treatment of any animal used or intended for use in such activities as field or laboratory research, development, training, experiments, biological testing or for related purposes supported by DOE grants. Several Acts cover the treatment of animals in research including; the Animal Welfare Act (7 U.S.C.§ 2131 et seq.) and the regulations promulgated there under by the Secretary of Agriculture (9 CFR 1.1-4.11) pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards and the Endangered Species Act of 1973 and implementing regulations of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227).

45. DRUG-FREE WORKPLACE. The Recipient must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

46. BUY AMERICAN. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Buy American provisions as described in Exhibit B.

47. POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration

of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

48. ADDITIONAL REQUIREMENTS AND CONDITIONS:

(a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

(b) Fly America Act. The Recipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143.

(c) Use of United States-flag vessels. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

(d) Research misconduct. The Recipient must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

(e) Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC). If the Recipient receives funds from an award by the National Nuclear Security Administration of the Department of Energy, the Recipient agrees that the Recipient is not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216.

(f) Historic Preservation Requirements. Construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing IEDA with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties", and Executive Order 11593. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award is subject to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

(g) Confidentiality of patient records. If applicable the Recipient must keep confidential any records the Recipient maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

(h) Constitution Day. If applicable the Recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

(i) Trafficking in Persons. Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).

i. Provisions applicable to a Recipient that is a private entity. The Recipient, its employees, contractors, and subrecipients under this award, and subrecipients' employees may not: i. engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. procure a commercial sex act during the period of time that the award is in effect; or iii. use forced labor in the performance of the award or subawards under the award. DOE or IEDA may unilaterally terminate this award, without penalty, if the Recipient or a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by DOE or IEDA at 2 CFR part 901.

ii. Provision applicable to a recipient other than a private entity. The DOE or IEDA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by DOE or IEDA at 2 CFR part 901.

iii. Provisions applicable to any recipient: 1. The Recipient must inform IEDA immediately of any information it receives from any source alleging a violation of Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). (a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

49. <u>FEDERAL GOVERNMENT RIGHTS.</u> If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use,

for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

50. INTELLECTUAL PROPERTY PROVISIONS. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

51. FLOWDOWN PROVISIONS TO SUBRECIPIENTS, SUBGRANTEES, AND CONTRACTORS. The terms and conditions of Federal awards (including this part) flow down to subawards to subrecipients, subgrantees, and contractors unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise.

52. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

53. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

54. DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference:

(a) Exhibit A – Scope of Services and Budget

(b) Exhibit B - DOE Special Terms and Conditions, DE-SE0000197

55. ORDER OF PRIORITY. In the event of a conflict between documents, the follow order or priority shall be applied:

(a) Exhibit B - DOE Special Terms and Conditions, DE-SE0000197

(b) Articles 1-54 of this Grant Agreement.

(c) Exhibit A- Scope of Services and Budget

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the

October 15, 2025.

FOR RECIPIENT: ______________________________ ______________________________

Signature Title

____

Date

FOR IEDA: ______________________________

Deborah Durham, Director

____

Date

Exhibit A

Scope of Services and Budget

Scope of Services

Deliverables

The project includes the following deliverables:

The Recipient will place two dual port level II electric vehicle (EV) charging stations, one each in two different parking lots along the newly renovated downtown square. These EV charging stations will provide two EV charging spaces each of two different parking lots next to the downtown.

Budget

Line Item	**Cost**
Electric vehicle charging stations and installation	Up to $83,081
Grant administration	Up to $3,500
Total Contract Award	**Up to $86,581**

Exhibit B – Special Terms and Conditions

Bipartisan Infrastructure Law (BIL)

Special Terms and Conditions

Iowa Economic Development Authority ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure

Investment and Jobs Act (EECBG Formula - IIJA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.

9. Recipients are required to submit quarterly reports in the form of a NEPA Log. Sample NEPA Logs can be found at: www.energy.gov/node/4816816. NEPA Logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.

10. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.

11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE- SE0000197.”

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit.

Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over- recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.

2. A foreign public entity.

3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.

5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;

2. A civil proceeding that resulted in a finding of fault and liability and

payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:

   a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;

   b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

   c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy- requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy- interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as

part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in- construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient

cost share breakdowns;

- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

[2] See OFCCP's Technical Assistance Guide at:https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported.

   Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

MEMORANDUM

To: Mayor and City Council

From: Jason Holder, Chief of Innovation and Internal Services

Date: January 5, 2026

Subject: Resolution approving the conflict-of-interest disclosure policy required for the Energy Efficiency and Conservation Block Grant for electric vehicle charging stations.

Introduction: Resolution approving the Conflict of Interest Disclosure Policy mandated by the Iowa Economic Development Authority (IEDA) for the administration of the Energy Efficiency and Conservation Block Grant (EECBG).

Background: The Energy Efficiency and Conservation Block Grant (EECBG) is funded through the federal Department of Energy (DOE). As a condition of accepting these federal funds, recipients must comply with Title 2 of the Code of Federal Regulations (2 CFR 200.112), which mandates that the City establish a specific conflict-of-interest policy for the administration of the grant.

Discussion:

To ensure the integrity of the procurement and administrative process, the IEDA requires the City to adopt a Conflict-of-Interest Disclosure Policy specific to this award. This policy requires any officer, employee, or agent of the City involved in the selection, award, or administration of this contract to disclose any real or apparent conflicts of interest.

Adopting this policy is a mandatory administrative step to unlock the grant funding and register the City in the federal reporting systems. It ensures that all procurement decisions—specifically regarding the selection of charging station vendors and contractors—are made impartially and in accordance with federal law.

Budget Impact: There is no financial cost to adopting this policy. Failure to adopt the policy would result in non-compliance with the grant terms, potentially jeopardizing the **$86,581** in grant funding.

Recommendation: Staff recommends approval.

Attachments:
1. Res 2026- Conflict of Interest Policy for Grant
2. Department of Energy Interim Conflict of Interest Policy
3. Conflict of Interest Disclosure Form Template

City of Indianola

RESOLUTION NO. 2026-

RESOLUTION APPROVING THE CONFLICT-OF-INTEREST DISCLOSURE POLICY REQUIRED FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, in October 2025, the City of Indianola was notified that it had received an Energy Efficiency and Conservation Block Grant in an amount not-to-exceed $86,581 for the installation of electric vehicle charging stations; and

WHEREAS, on January 5, 2026, the City Council authorized the Mayor to execute the Iowa Economic Development Authority Energy Efficiency and Conservation Block Grant Contract; and

WHEREAS, the Conflict of Interest Disclosure Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects wholly or in part funded under the Department of Energy financial assistance awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest; and

WHEREAS, the City of Indianola must adopt the policy and declare any conflicts of interests to receive the funding for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the Conflict of Interest Disclosure Policy required for the Project is approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the City of Indianola's project manager complete the IEDA Conflict of Interest Declaration Form required for the Project's approval.

APPROVED this 5th day of January 2026.

____
Steve Richardson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

Department of Energy Interim Conflict of Interest Policy

December 20, 2021

A. Overview

Under the interim COI policy, each non-Federal entity must have an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE. At a minimum, the non-Federal entity's policy must address financial and organizational conflicts of interest.

The non-Federal entity must require all investigators disclose significant financial interests. The non-Federal entity's designated official must review and manage any financial conflicts of interest and provide reports to DOE as required in the interim COI policy. Investigators on a project funded by a DOE award are required to update the disclosures at least annually, in accordance with the specific time period prescribed by the non-Federal entity, during the period of the award and also within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

The interim COI policy requires the non-Federal entity provide DOE with ongoing financial conflict of interest (FCOI) reports, which identify any unmanaged or unmanageable financial conflicts of interest. DOE has discretion to require that the FCOI report also include managed financial conflicts of interest, and the requirement to do so will be specified in the applicable Funding Opportunity Announcement and/or terms and conditions of the financial assistance award. In addition to the standard FCOI report, DOE may require a non-Federal entity to routinely submit all or some investigator disclosures of significant financial interests.

In addition to the FCOI requirements, non-Federal entities must also address organizational conflicts of interest in accordance with the interim COI policy. Further, the recipient non-Federal entity must flow down the requirements of the interim COI policy to any subrecipient non-Federal entities.

Understanding that some technology/research areas have greater risks, specific sections of the policy allow DOE program offices discretion to apply stricter requirements. For example, the definition of "investigator" (i.e., the individuals who must disclose significant financial interests) may be expanded to also include any person who *participates* in the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. These two categories may include, for example, collaborators, consultants, or graduate (master's or PhD) students.

B. Implementation

The interim COI policy is applicable to all DOE funding opportunity announcements (FOAs) issued on or after the effective date of this FAL and new and renewal financial assistance awards selected from those FOAs, except Office of Indian Energy and Phase 1 SBIR/STTR FOAs and financial assistance awards. It is also applicable to all DOE formula financial assistance awards and financial assistance awards selected non-competitively on or after the effective date of this FAL. Non-Federal entities and individuals receiving DOE financial assistance awards will have one hundred and eighty (180) days from the effective date of this FAL to come into full compliance with this interim COI policy, with extensions of time available from the DOE program office through the cognizant Contracting Activity.

For the interim COI policy, it is recognized that non-Federal entities with fewer than fifty employees; State and local governments; Indian Tribes; and disadvantaged communities[1] may experience a greater implementation burden. DOE program offices have discretion to provide flexibility on the implementation of the interim COI policy to reduce barriers for those non-Federal entities, with the approval of the cognizant Head of Contracting Activity. These flexibilities could include eliminating the requirement to have a written policy or the requirement to post the policy on a website. Further, DOE program offices have discretion to provide technical assistance, to provide extensions to reach compliance, and to reduce reporting requirements for those non-Federal entities. The flexibilities will be set forth in the FOAs or by term and condition of award.

1. Funding Opportunity Announcements

DOE Grants Officers must incorporate the FOA language (Appendix 2) in FOAs issued on or after the effective date of this FAL. Program offices have discretion to amend open FOAs issued prior to the effective date of this FAL. In the event a program office exercises discretion to include increased requirements (e.g., increased reporting), the cognizant Contracting Activity has discretion to modify the FOA language to reflect the increased requirements.

2. Special Award Term and Condition

DOE Grants Officers must incorporate the Special Award Term and Condition (Appendix 3) in financial assistance awards. In the event a program office exercises discretion to include increased requirements (e.g., increased reporting), the cognizant Contracting Activity has discretion to modify the term and condition to reflect the increased requirements.

(End of Document)

[1]*Disadvantaged communities* means communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care.

APPENDIX 1

DEPARTMENT OF ENERGY
Interim Conflict of Interest Policy for Financial Assistance

I. Purpose.

This DOE Interim Conflict of Interest Policy for Financial Assistance ("DOE Interim COI Policy" or "Policy") establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects wholly or in part funded under Department of Energy (DOE) financial assistance awards (e.g., a grant, cooperative agreement, or technology investment agreement) will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest.

II. Applicability.

This DOE Interim COI Policy is applicable to each non-Federal entity that is applying for or that receives a DOE financial assistance award and, through the implementation of this policy by the non-Federal entity, to each Investigator who is planning to participate in or is participating in the project funded wholly or in part under the DOE financial assistance award, and to each non-federal entity sub-recipient under the award. The DOE Interim COI Policy does not apply to Office of Indian Energy and Phase I Small Business Innovation Research (SBIR)/Small Business Technology Transfer (STTR) applications and awards. In those few cases where an individual, as opposed to a non-Federal entity, is applying for or receives DOE financial assistance funding for a project, DOE program offices will make case-by-case determinations on the steps to be taken, consistent with this Policy, to provide a reasonable expectation that the design, conduct, and reporting of the project will be free from bias resulting from a financial conflict of interest of the individual or organizational conflict of interest.

III. Definitions.

As used in this Policy:

Award, financial assistance award or Federal award means the same as the definition provided in 2 CFR 200.1 for Federal award.

Contracting Activity means an organizational element that has the authority to award and administer contracting and financial assistance instruments.

Disclosure of significant financial interests means an individual's disclosure of significant financial interests to a non-Federal entity.

DOE means the U.S. Department of Energy, the National Nuclear Security Administration (NNSA), and any components of the DOE to which the authority involved may be delegated.

DOE program office means the organizational unit of DOE, led by an officer of the Department who has been appointed by the President by and with the advice and consent of the Senate, that funds and/or manages the awards subject to this Policy. For purposes of this Policy, the term *DOE program office* includes the organization responsible for executing program management functions; the cognizant contracting activity; and the field elements in safety and health, administrative, management, and technical areas.

Financial conflict of interest (FCOI) means a situation in which an Investigator or the Investigator's spouse or dependent children has a significant financial interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.

FCOI report means a non-Federal entity's report of a financial conflict of interest to the DOE program office.

Financial interest means anything of monetary value, whether or not the value is readily ascertainable.

Institution of Higher Education means the same as the definition provided at 20 U.S.C. § 1001(a).

Investigator means the principal Investigator (PI) and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. DOE program offices have the discretion to expand the definition to include also any person who *participates* in the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. Such expansion will be specified in the applicable funding opportunity announcement and/or terms and conditions of the financial assistance award.

Investigator's non-Federal entity responsibilities means an Investigator's professional responsibilities on behalf of the non-Federal entity, and as defined by the non-Federal entity in its policy on financial conflicts of interest, which may include: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.

Manage means taking action to address a financial conflict of interest, which can include mitigating or eliminating the conflict of interest, to ensure, to the extent possible, that the purpose, design, conduct, and reporting of a project will be free from bias.

Non-Federal entity means a State, local government, Indian tribe, Institution of Higher Education, nonprofit organization, or for-profit organization that carries out a DOE award as a recipient or subrecipient.

Non-Federal entity's designated official means the individual designated by the non-Federal entity with the authority and responsibility to act on behalf of the non-Federal entity to ensure compliance with the DOE Interim COI Policy.

Organizational conflict of interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

Potential conflict of interest exists when an impartial observer reasonably believes that actual or apparent past, present, or currently planned interests could constitute a conflict of interest with a project funded under a DOE award.

Principal Investigator (PI) means a principal investigator of a project funded under a DOE financial assistance award; PI is included in the definitions of *senior/key personnel* and *Investigator*.

Project means the interdependent activities funded wholly or in part under the DOE financial assistance award. A project has a defined start and end point with objectives described in an application or in an approved scope that, when attained, signify completion and achievement of a specific goal, and creation of a unique product, service, or result. For awards that include recipient cost share as part of the approved budget, activities funded with that recipient cost share are included.

Recipient means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Senior/key personnel means the PI; any other person who significantly influences the design, conduct, or reporting of a project funded under a DOE award; and any other person identified as senior/key personnel by the non-Federal entity in the application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by the non-Federal entity under this Policy.

Significant financial interest means:

(1) A financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's non-Federal entity responsibilities:

(i) With regard to any foreign or domestic publicly traded entity, a *significant financial interest* exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;

(ii) With regard to any foreign or domestic non-publicly traded entity, a *significant financial interest* exists if the value of any remuneration, not otherwise disclosed as current, pending, or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest);

(iii) Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

(2) Investigators also must disclose the occurrence of any reimbursed or sponsored travel (*i.e.,* that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, provided that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education. The non-Federal entity's FCOI policy will specify the details of this disclosure, which will include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration. In accordance with the non-Federal entity's FCOI policy, the non-Federal entity official(s) will determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes a FCOI with the project funded under the DOE award.

(3) The term *significant financial interest* does not include the following types of financial interests: salary, royalties, or other remuneration paid by the non-Federal entity to the Investigator if the Investigator is currently employed or otherwise appointed by the non-Federal entity, including

intellectual property rights assigned to the non-Federal entity and agreements to share in royalties related to such rights; any ownership interest in the non-Federal entity held by the Investigator, if the non-Federal entity is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

Small Business Innovation Research (SBIR) Program and *Small Business Technology Transfer* (STTR) Program mean the extramural research programs for small businesses that are run by the DOE Office of Science and the Advanced Research Projects Agency-Energy and certain other Federal agencies under Public Law 97-219, the Small Business Innovation Development Act, as amended, and Public Law 102-564.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

IV. Responsibilities of non-Federal entities regarding Investigator financial conflicts of interest.

Each non-Federal entity shall:

(a) Maintain an up-to-date, written, enforced policy on financial conflicts of interest that complies with the DOE Interim COI Policy, and make such policy available via a publicly accessible website. If the non-Federal entity does not have any current presence on a publicly accessible website (and only in those cases), the non-Federal entity shall make its written policy available to any requestor within five business days of a request. If, however, the non-Federal entity acquires a presence on a publicly accessible website during the time of the DOE award, the requirement to post the information on that website will apply within thirty calendar days of the acquisition of the publicly accessible website. If a non-Federal entity maintains a policy on financial conflicts of interest that includes standards that are more stringent than this Policy (e.g., that require a more extensive disclosure of financial interests), the non-Federal entity shall adhere to its policy and shall provide FCOI reports regarding identified financial conflicts of interest to the DOE program office in accordance with the non-Federal entity's own standards and within the timeframe prescribed by this Policy.

(b) Inform each Investigator of the non-Federal entity's policy on financial conflicts of interest, the Investigator's responsibilities regarding disclosure of significant financial interests, and of DOE's Interim COI Policy; and require each Investigator to complete training regarding the same prior to engaging in projects related to any DOE financial assistance award and at least every four years, and immediately when any of the following circumstances apply:

(1) The non-Federal entity revises its financial conflict of interest policies or procedures in any manner that affects the requirements of Investigators;

(2) An Investigator is new to a non-Federal entity; or

(3) A non-Federal entity finds that an Investigator is not in compliance with the non-Federal entity's financial conflict of interest policy or management plan.

(c) If the non-Federal entity carries out the DOE award through or with the assistance of one or more subrecipient, the recipient non-Federal entity must take reasonable steps to ensure that each subrecipient Investigator complies with this Policy by:

(1) Incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflict of interest policy of the recipient non-Federal entity or that of the subrecipient will apply to the subrecipient's Investigators.

(i) If the subrecipient's Investigators must comply with the subrecipient's financial conflict of interest policy, the subrecipient shall certify as part of the agreement referenced above that its policy complies with this DOE Interim COI Policy and the subrecipient shall make such policy available via a publicly accessible website. If the subrecipient does not have any current presence on a publicly accessible website (and only in those cases), the subrecipient shall make its written policy available to any requestor within five business days of a request. If the subrecipient cannot provide such certification, the agreement shall state that subrecipient Investigators are subject to the financial conflict of interest policy of the recipient non-Federal entity for disclosing financial conflicts of interest;

(ii) Additionally, if the subrecipient's Investigators must comply with the subrecipient's financial conflict of interest policy, the agreement referenced above shall specify time period(s) for the subrecipient to report all identified financial conflicts of interest to the recipient non-Federal entity. Such time period(s) shall be sufficient to enable the recipient non-Federal entity to provide timely FCOI reports, as necessary, to DOE, as required by this DOE Interim COI Policy;

(iii) Alternatively, if the subrecipient's Investigators must comply with the recipient non-Federal entity's financial conflict of interest policy, the agreement referenced above shall specify time period(s) for the subrecipient to submit all Investigator disclosures of significant financial interests to the recipient non-Federal entity. Such time period(s) shall be sufficient to enable the recipient non-Federal entity to comply timely with its review, management, and reporting obligations under this DOE Interim COI Policy.

(2) Providing FCOI reports to the DOE program office regarding all financial conflict of interest of all subrecipient Investigators consistent with this Policy, *i.e.,* prior to the expenditure of funds and within sixty days of any subsequently identified FCOI.

(d) Designate a non-Federal entity official(s) to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the project funded under a DOE award, including disclosures of subrecipient investigators pursuant to paragraph (c) of this section.

(e) Require that:

(1) Each Investigator who is planning to participate in the DOE award disclose to the non-Federal entity's designated official(s) the Investigator's significant financial interests (and those of the Investigator's spouse and dependent children) no later than the time of application for the DOE award. In the event a non-Federal entity seeks to add an Investigator after the time of application, the non-Federal entity must require the Investigator make such disclosures prior to participating in a project funded under a DOE award.

(2) Each Investigator who is participating in the DOE award to submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time period prescribed by the non-Federal entity, during the period of the award. Such disclosure shall include any information that was not disclosed initially to the non-Federal entity pursuant to paragraph (e)(1) of this section, or in a subsequent disclosure of significant financial interests (e.g., any financial conflict of interest identified on a DOE award that was transferred from another non-Federal entity), and shall include updated information regarding any previously disclosed significant financial interest (e.g., the updated value of a previously disclosed equity interest).

(3) Each Investigator who is participating in the DOE award to submit an updated disclosure of significant financial interests within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

(4) Each disclosure and updated disclosure be signed and dated by the Investigator and include a certification statement that reads:

> I understand that this Disclosure is required to obtain funding from the U.S. Government. I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

(f) Provide guidelines consistent with this Policy for the designated non-Federal entity's designated official(s) to determine whether an Investigator's significant financial interest is related to a project funded under a DOE award and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to a project funded under a DOE award when the non-Federal entity, through its designated official(s), reasonably determines that the significant financial interest could be affected by the project, could affect the project, is in an entity whose financial interest could affect the project, or is in an entity whose financial interest could be affected by the project. The non-Federal entity may involve the Investigator in the designated official(s)'s determination of whether a significant financial interest is related to the project funded under the DOE award. A financial conflict of interest exists when the non-Federal entity, through its designated official(s), reasonably determines that the significant financial interest could directly and significantly affect the purpose, design, conduct, or reporting of the project funded under a DOE award.

(g) Take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a subrecipient Investigator pursuant to paragraph (c) of this section. Management of an identified financial conflict of interest requires development and implementation of a management plan and, if necessary, a retrospective review and a mitigation report pursuant to Section V(a).

(h) Provide initial and ongoing FCOI reports to DOE as required pursuant to Section V(b).

(i) Maintain records relating to all Investigator disclosures of financial interests and the non-Federal entity's review of and response to such disclosures (whether or not a disclosure resulted in the non-Federal entity's determination of a financial conflict of interest) and all actions under the non-Federal entity's policy or retrospective review, if applicable, for the time period specified in 2 CFR 200.334 or, where applicable, from other dates specified in the individual award terms and conditions.

(j) Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.

(k) Certify, prior to award, that the non-Federal entity:

(1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;

(2) Shall promote and enforce Investigator compliance with this Policy's requirements including those pertaining to disclosure of significant financial interests;

(3) Shall manage financial conflicts of interest and provide initial and ongoing FCOI reports to DOE consistent with this Policy;

(4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the non-Federal entity's review of, and response to, such disclosure, whether or not the disclosure resulted in the non-Federal entity's determination of a financial conflict of interest; and

(5) Shall fully comply with the requirements of this Policy.

V. Management and reporting of financial conflicts of interest.

(a) Management of financial conflicts of interest.

(1) Prior to the non-Federal entity's expenditure of any funds under a DOE award, the designated official(s) of a non-Federal entity shall, consistent with Section IV(f): review all Investigator disclosures of significant financial interests; determine whether any of the disclosures relate to the project funded under the DOE award; determine whether a financial conflict of interest exists; and, if so, develop and implement a management plan that shall specify the actions that have been, and shall be, taken to manage such financial conflict of interest. A nonexclusive list of conditions or restrictions, one or more of which might be imposed to manage a financial conflict of interest, includes:

(i) Public disclosure of the financial conflict of interest (e.g., when presenting or publishing the project);

(ii) For projects involving human subjects, disclosure of financial conflicts of interest directly to participants;

(iii) Appointment of an independent monitor or oversight committee capable of taking measures to protect the purpose, design, conduct, and reporting of the project against bias resulting from the financial conflict of interest;

(iv) Modification of the project plan;

(v) Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the project;

(vi) Reduction or elimination of the financial interest (e.g., sale of an equity interest); or

(vii) Severance of relationship(s) that create financial conflicts of interest.

(2) Whenever, in the course of an ongoing project funded under a DOE award, an Investigator who is new to participating in the project discloses a significant financial interest or an existing Investigator discloses a new significant financial interest to the non-Federal entity, the designated official(s) of the non-Federal entity shall, within sixty days: review the disclosure; determine whether it is related to the project funded under the DOE award; determine whether a financial conflict of interest exists; and, if so, implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such financial conflict of interest. Depending on the nature of the significant financial interest, a non-Federal entity may determine that additional interim measures are necessary with regard to the Investigator's participation in the project funded under the DOE award between the date of disclosure and the completion of the non-Federal entity's review.

(3) Whenever a non-Federal entity identifies a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed by the non-Federal entity during an ongoing project funded under a DOE award (e.g., was not timely reviewed or reported by a subrecipient), the designated official(s) shall, within sixty days: review the significant financial interest; determine whether it is related to the project funded under a DOE award; determine whether a financial conflict of interest exists; and, if so:

(i) Implement, on at least an interim basis, a management plan that shall specify the actions that have been and will be taken to manage such financial conflict of interest going forward;

(ii)(A) In addition, whenever a financial conflict of interest is not identified or managed in a timely manner, including failure by the Investigator to disclose a significant financial interest that is determined by the non-Federal entity to constitute a financial conflict of interest; failure by the non-Federal entity to review or manage such a financial conflict of interest; or failure by the Investigator to comply with a financial conflict of interest management plan, the non-Federal entity shall, within 120 days of the non-Federal entity's determination of noncompliance, complete a retrospective review of the Investigator's activities and the project funded under the DOE award to determine whether any project activity, or portion thereof, conducted during the time period of the noncompliance, was biased in the purpose, design, conduct, or reporting of such project.

(B) The non-Federal entity is required to document the retrospective review; such documentation shall include, but not necessarily be limited to, all of the following key elements:

(*1*) DOE award number;

(*2*) Project title;

(*3*) PI or contact PI if a multiple PI model is used;

(*4*) Name of the Investigator with the FCOI;

(*5*) Name of the entity with which the Investigator has a financial conflict of interest;

(*6*) Reason(s) for the retrospective review;

(*7*) Detailed methodology used for the retrospective review (e.g., methodology of the review process, composition of the review panel, documents reviewed);

(*8*) Findings of the review; and

(*9*) Conclusions of the review.

(iii) Based on the results of the retrospective review, if appropriate, the non-Federal entity shall update the previously submitted FCOI report, specifying the actions that will be taken to manage the financial conflict of interest going forward. If bias is found, the non-Federal entity is required to notify the DOE program office promptly and submit a mitigation report to the DOE program office. The mitigation report must include, at a minimum, the key elements documented in the retrospective review above, a description of the impact of the bias on the project, and the non-Federal entity's plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the project is salvageable). Thereafter, the non-Federal entity will submit FCOI reports annually, as specified elsewhere in this Policy. DOE program offices may, by language in Funding Opportunity Announcements (FOAs) or by term and condition of award, require more frequent reporting for awards. Depending on the nature of the financial conflict of interest, a non-Federal entity may determine that additional interim measures are necessary with regard to the Investigator's participation in the project funded under the DOE award between the date that the conflict of interest or the Investigator's noncompliance is determined and the completion of the non-Federal entity's retrospective review.

(4) Whenever a non-Federal entity implements a management plan pursuant to this Policy, the non-Federal entity shall monitor Investigator compliance with the management plan on an ongoing basis until the completion of the DOE award.

(5)(i) Prior to the non-Federal entity's expenditure of any funds under a DOE award, the non-Federal entity shall ensure public accessibility, via a publicly accessible website or written response to any requestor within five business days of a request, of information concerning any significant financial interest disclosed to the non-Federal entity that meets the following three criteria:

(A) The significant financial interest is still held by the senior/key personnel as defined by this Policy;

(B) The non-Federal entity determined that the significant financial interest is related to the project funded under the DOE award; and

(C) The non-Federal entity determined that the significant financial interest is a financial conflict of interest.

(ii) The information that the non-Federal entity makes available via a publicly accessible website or written response to any requestor within five business days of a request, shall include, at a minimum, the following: the Investigator's name; the Investigator's title and role with respect to the project; the name of the entity in which the significant financial interest is held; the nature of the significant financial interest; and the approximate dollar value of the significant financial interest (dollar ranges are permissible: \$0-\$4,999; \$5,000-\$9,999; \$10,000-\$19,999; amounts between \$20,000-\$100,000 by increments of \$20,000; amounts above \$100,000 by increments of \$50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value.

(iii)(A) If the non-Federal entity uses a publicly accessible website for the purposes of this subsection, the information that the non-Federal entity posts shall be updated at least annually. In addition, the non-Federal entity shall update the website within sixty days of the non-Federal entity's receipt or identification of information concerning any additional significant financial interest of the senior/key personnel for the project funded under the DOE award that was not previously disclosed, or upon the disclosure of a significant financial interest of senior/key personnel new to the project, if the non-Federal entity determines that the significant financial interest is related to the project and is a financial conflict of interest. The website shall note that the information provided is current as of the date listed and is subject to updates, on at least an annual basis and within sixty days of the non-Federal entity's identification of a new financial conflict of interest.

(B) If the non-Federal entity responds to written requests for the purposes of this subsection, the non-Federal entity will note in its written response that the information provided is current as of the date of the correspondence and is subject to updates, on at least an annual basis and within sixty days of the non-Federal entity's identification of a new financial conflict of interest, which should be requested subsequently by the requestor.

(iv) Information concerning the significant financial interests of an individual subject to paragraph (a)(5) of this section shall remain available, for responses to written requests or for posting via the non-Federal entity's publicly accessible website, for at least three years from the date that the information was most recently updated.

(6) In addition to the types of financial conflicts of interest as defined in this Policy that must be managed pursuant to this section, a non-Federal entity may require the management of other conflicts

of interest in its policy on financial conflicts of interest, as the non-Federal entity deems appropriate.

(b) Reporting of financial conflicts of interest.

(1) Prior to the non-Federal entity's expenditure of any funds under a DOE-funded project, the non-Federal entity shall provide to the DOE program office a FCOI report regarding any Investigator's unmanaged or unmanageable significant financial interest found by the non-Federal entity to be conflicting. DOE program offices may, by language in FOAs or term and condition of award, require a non-Federal entity's FCOI report also list any Investigator's significant financial interest found by the non-Federal entity to be conflicting and addressed by a management plan in accordance with this Policy. The non-Federal entity shall provide, on request, FCOI reports and supporting documentation about any significant financial interest found by the non-Federal entity to be conflicting, regardless of whether or not the conflict has been managed, mitigated, or eliminated. In cases in which the non-Federal entity identifies a financial conflict of interest and eliminates it prior to the expenditure of DOE-awarded funds, the non-Federal entity need not submit a FCOI report to the DOE program office.

(2) For any significant financial interest that the non-Federal entity identifies as conflicting subsequent to the non-Federal entity's initial FCOI report during an ongoing project funded under a DOE award (e.g., upon the participation of an Investigator who is new to the project), the non-Federal entity shall:

(i) [Applicable when a DOE program office requires the non-Federal entity to include only unmanaged or unmanageable Investigator FCOIs in the FCOI Report] Provide to DOE within sixty days an FCOI report regarding the financial conflict of interest if the non-Federal entity's designated official determines that the FCOI is unmanageable. Pursuant to paragraph (a)(3)(ii) of this section, where such FCOI report involves a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by the non-Federal entity (e.g., was not timely reviewed or reported by a subrecipient), the non-Federal entity also is required to complete a retrospective review to determine whether any project funded under a DOE award or portion thereof conducted prior to the identification of the financial conflict of interest was biased in the purpose, design, conduct, or reporting of such project. Additionally, pursuant to paragraph (a)(3)(iii) of this section, if bias is found, the non-Federal entity is required to notify the DOE program office promptly and submit a mitigation report to the DOE program office.

(ii) [Applicable when a DOE program office requires the non-Federal entity to include all Investigator FCOIs – including managed and unmanaged/unmanageable FCOIs – in the FCOI Report] Provide to DOE within sixty days, an FCOI report regarding the financial conflict of interest and ensure that the non-Federal entity has implemented a management plan in accordance with this Policy. Pursuant to paragraph (a)(3)(ii) of this section, where such FCOI report involves a significant financial interest that was not disclosed timely by an Investigator or, for whatever reason, was not previously reviewed or managed by the non-Federal entity (e.g., was not timely reviewed or reported by a subrecipient), the non-Federal entity also is required to complete a retrospective review to determine whether any project funded under a DOE award, or portion thereof, conducted prior to the identification and management of the financial conflict of interest was biased in the purpose, design, conduct, or reporting of such project. Additionally, pursuant to paragraph (a)(3)(iii) of this section, if bias is found, the non-Federal entity is required to notify the DOE program office promptly and submit a mitigation report to the DOE program office.

(3) Any FCOI report required under paragraphs (b)(1) or (b)(2) of this section shall include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. Elements of the FCOI report shall include, but are not necessarily limited to the following:

(i) DOE award number;

(ii) PI or Contact PI if a multiple PI model is used;

(iii) Name of the Investigator with the financial conflict of interest;

(iv) Name of the entity with which the Investigator has a financial conflict of interest;

(v) Nature of any applicable financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium) and/or applicable external relationships or activities;

(vi) Value of any applicable financial interest (dollar ranges are permissible: $0-$4,999; $5,000-$9,999; $10,000-$19,999; amounts between $20,000-$100,000 by increments of $20,000; amounts above $100,000 by increments of $50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;

(vii) A description of how the financial interest relates to the project funded under a DOE award and the basis for the non-Federal entity's determination that there is a conflict with such project; and

(viii) [Applicable when a DOE program office requires the non-Federal entity to include all Investigator FCOIs – including managed and unmanaged/unmanageable FCOIs – in the FCOI Report] A description of the key elements of the non-Federal entity's management plan, including:

(A) Role and principal duties of the conflicted Investigator in the project;

(B) Conditions of the management plan;

(C) How the management plan is designed to safeguard objectivity in the project;

(D) Confirmation of the Investigator's agreement to the management plan;

(E) How the management plan will be monitored to ensure Investigator compliance; and

(F) Other information as needed.

(4) For any financial conflict of interest previously reported by the non-Federal entity with regard to an ongoing project funded under a DOE award, the non-Federal entity shall provide DOE with an annual FCOI report that addresses the status of the financial conflict of interest and, if applicable, any changes to the management plan for the duration of the DOE award. The annual FCOI report shall

specify whether the financial conflict is still being managed or if it remains unmanaged/unmanageable. Alternatively, the annual FCOI report shall explain why the financial conflict no longer exists. The non-Federal entity shall provide annual FCOI reports to DOE for the duration of the project period (including extensions with or without funds) in the time and manner required by term and condition of award.

(5) In addition to the annual FCOI report, DOE may require a non-Federal entity to routinely submit all or some Investigator disclosures of financial interests. Circumstances when DOE may require a non-Federal entity to submit all or some of such Investigator disclosures include but are not limited to:

(i) As part of monitoring the non-Federal entity's compliance with this Policy;

(ii) Bankruptcy of the non-Federal entity;

(iii) Other legal winding down of the non-Federal entity;

(iv) Acquisition of the non-Federal entity by a foreign entity, where "acquisition" includes a foreign entity obtaining a controlling interest in the non-Federal entity; or

(v) As otherwise set forth in 2 CFR 200, as amended by 2 CFR 910.

(6) In addition to the types of financial conflicts of interest as defined in this Policy that must be reported pursuant to this section, a non-Federal entity may require the reporting of other conflicts of interest in its policy, as the non-Federal entity deems appropriate.

VI. Responsibilities of non-Federal entities regarding organizational conflicts of interest.

(a) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must maintain written standards of conduct covering organizational conflicts of interest. 2 CFR 200.318(c)(2).

(b) The existence of written policies or procedures requiring that certain procurements or transactions be made with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe is an effective manner of mitigating an organizational conflict of interest.

(c) The non-Federal entity must disclose in writing any potential or actual organizational conflict of interest to the DOE program office. The non-Federal entity must provide the disclosure to DOE in an application for financial assistance or prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. The elements of the disclosure shall include, but are not limited to the following:

(i) The name, address, and website (as applicable) of the entity that presents a potential or actual organizational conflict of interest;

(ii) The relationship between the non-Federal entity and the entity at issue;

(iii) The nature of the anticipated procurement or other transaction with the parent, affiliate, or subsidiary organization; the anticipated value of the procurement or other transaction; and the basis for making the procurement or other transaction with a parent, affiliate, or subsidiary organization;

(iv) The basis for the non-Federal entity's determination regarding the existence of an organizational conflict of interest; and

(v) How the non-Federal entity will avoid, neutralize, or mitigate the organizational conflict of interest.

(d) If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the anticipated procurement or other transaction using DOE funds may not be made. Where there is an organizational conflict of interest that cannot be avoided, neutralized, or mitigated, the non-Federal entity must procure goods and services from other sources when using DOE funds.

VII. Remedies.

(a) If the failure of an Investigator to comply with a non-Federal entity's financial conflict of interest policy or a management plan appears to have biased the purpose, design, conduct, or reporting of the project funded under a DOE award, the non-Federal entity shall promptly notify the DOE of the failure to comply and of the corrective action taken or to be taken. DOE will consider the situation and, as necessary, take appropriate action, or refer the matter to the non-Federal entity for further action, which may include directions to the non-Federal entity on how to maintain appropriate objectivity in the project funded under the DOE award. DOE may, for example, require non-Federal entities employing such an Investigator to enforce any applicable corrective actions prior to a DOE award or when the transfer of a DOE award involves such an Investigator.

(b) DOE may inquire, at any time before, during, or after an award, into any Investigator's disclosure of financial interests and the non-Federal entity's review (including any retrospective review) of and response to such disclosure, regardless of whether the disclosure resulted in the non-Federal entity's determination of a financial conflict of interest. A non-Federal entity is required to submit or permit on-site review of, all records pertinent to compliance with this Policy. To the extent permitted by law, DOE will maintain the confidentiality of all records of financial interests. Based on its review of records or other information that may be available, the DOE program office may decide that a particular financial conflict of interest will bias the objectivity of or adversely impact the project funded under the DOE award to such an extent that further corrective action is needed or that the non-Federal entity has not managed the financial conflict of interest in accordance with this Policy. The DOE may determine that the imposition of specific award conditions under 2 CFR 200.208 is necessary. The DOE may also take one or more the actions specified under 2 CFR 200.339, as appropriate in the circumstances.

(c) If a non-Federal entity fails to disclose an organizational conflict of interest to DOE prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the costs of such procurement or transaction may be disallowed. If a non-Federal entity fails to disclose an organizational conflict of interest to DOE prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, and the organizational conflict of interest is not avoided, neutralized, or managed, DOE may determine that imposition of specific award conditions under 2 CFR 200.208 is necessary. DOE may also take one or more actions specified under 2 CFR 200.339, as appropriate in the circumstances.

(d) Any false, fictitious, or fraudulent information, or the omission of any material fact, on a disclosure, report, or other record required under this Policy may be subject to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 287 and 1001; and Title 31, 3729-3730 and 3801-3812).

APPENDIX 2

DEPARTMENT OF ENERGY (DOE)
Conflict of Interest Policy for Financial Assistance
Funding Opportunity Announcement Language

Include the following text in [FOA Section] Part VI:

[FOA section #] Interim Conflict of Interest Policy for Financial Assistance

a. Policy

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at [Link to FAL]. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE financial assistance award. DOE's interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE financial assistance awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The applicant is subject to the requirements of the interim COI Policy and within each application for financial assistance, the applicant must certify that it is, or will be by the time of receiving any financial assistance award, compliant with all requirements in the interim COI Policy. The applicant must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

APPENDIX 3

DEPARTMENT OF ENERGY (DOE)
Interim Conflict of Interest Policy for Financial Assistance
Special Term and Condition

[Term #] Interim Conflict of Interest Requirements for Financial Assistance

a. Policy

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at [Link to FAL]. The interim COI Policy is applicable to all non-Federal entities that receive DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this interim COI Policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE financial assistance award. The interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE financial assistance awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The Recipient is subject to the requirements of the interim COI Policy, and the Recipient must certify that it is compliant with all requirements in the interim COI Policy. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

b. Additional Requirements (optional)

The Recipient is required to disclose, manage, and report conflicts of interest as per the DOE interim COI Policy. In addition, the Recipient is required to:

IEDA Conflict of Interest Declaration Form

US Department of Energy Programs

The U.S. Department of Energy (DOE) issued an interim conflict of interest (COI) policy to implement 2 CFR 200.112, that addresses both financial and organizational conflicts of interest, which is incorporated in and made enforceable through the Special Terms and Conditions for DOE financial assistance awards. The full policy is available for review at [Department of Energy Interim Conflict of Interest Policy].

The interim COI policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects wholly or in part funded under DOE financial assistance awards (e.g., a grant, cooperative agreement, or technology investment agreement) will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest.

IEDA is a non-federal entity and recipient of DOE funding and must require all investigators disclose significant financial interests. This is consistent with IEDA's policy on conflict of interest as provided annually in the employee handbook.

Investigators and senior/ key personnel on a project funded by a DOE award are required to update the disclosures at least annually, in accordance with the specific time period prescribed by the non-Federal entity, during the period of the award and also within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

DOE DEFINITIONS

- Investigator means the principal Investigator (PI) and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. DOE program offices have the discretion to expand the definition to include also any person who participates in the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. Such expansion will be specified in the applicable funding opportunity announcement and/or terms and conditions of the financial assistance award.
- Senior/key personnel means the Principal Investigator; any other person who significantly influences the design, conduct, or reporting of a project funded under a DOE award; and any other person identified as senior/key personnel by the non-Federal entity in the application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by the non-Federal entity under this Policy.
- Financial conflict of interest (FCOI) means a situation in which an Investigator or the Investigator's spouse or dependent children has a significant financial interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.
- Financial interest means anything of monetary value, whether or not the value is readily ascertainable. This consists of one or more of the following interests of the Investigator/key staff (and those of their spouse and dependent children) that reasonably appears to be related to the investigator's non-federal entity responsibilities:

- With regard to any foreign or domestic publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;
- With regard to any foreign or domestic non-publicly traded entity, a significant financial interest exists if the value of any remuneration, not otherwise disclosed as current, pending, or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest);
- Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

- Other guidance on financial interests:
  - Investigators also must disclose the occurrence of any reimbursed or sponsored travel (i.e., that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, provided that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education. The non-Federal entity's FCOI policy will specify the details of this disclosure, which will include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration. In accordance with the non-Federal entity's FCOI policy, the non-Federal entity official(s) will determine if further information is needed, including a determination or disclosure of monetary value, in order to determine whether the travel constitutes a FCOI with the project funded under the DOE award.
  - The term *significant financial interest* does not include the following types of financial interests: salary, royalties, or other remuneration paid by the non-Federal entity to the Investigator if the Investigator is currently employed or otherwise appointed by the non-Federal entity, including 6 intellectual property rights assigned to the non-Federal entity and agreements to share in royalties related to such rights; any ownership interest in the non-Federal entity held by the Investigator, if the non-federal entity is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

IOWA ECONOMIC DEVELOPMENT AUTHORITY, FEDERAL ENERGY PROGRAMS

DISCLOSURE FORM

Purpose of COI Disclosure (check one)

- ☐ Project initiation, initial disclosure form
- ☐ Staff assuming new duties on DOE-funded program(s)
- ☐ New financial interest to report (ASAP or within 30 days)
- ☐ Annual disclosure form

DOE program name(s), financial assistance award number(s), covered by Disclosure Statement:

☐ **Energy Efficiency and Conservation Block Grant** **DE-SE0000197**	☐ Grid Resilience Fund DE-GD0000016

☐ No, neither any defined family member nor I have any financial interest associated with the DOE awards listed in this form.

☐ Yes, I have a financial interest. Description must include the DOE award number(s), entity/entities with which the investigator has a financial interest, nature and extent of financial interest, how it may relate to a DOE award, the approximate dollar value of interest or explanation why the value cannot be readily determined: [_______________]

☐ Yes, my spouse and/or dependent children has a financial interest. Description must include the DOE award number(s), entity/entities with which the investigator has a financial interest, nature and extent of financial interest, how it may relate to a DOE award, the approximate dollar value of interest or explanation why the value cannot be readily determined. [______________]

I understand that this Disclosure is required to obtain funding from the U.S. Government. I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature:

Date: