

The Board of Supervisors met on 10/11/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Lisa Heddens, and Linda Murken, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov).

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

PROCLAMATION OF OCTOBER AS NATIONAL COMMUNITY PLANNING MONTH: The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing October as National Community Planning Month. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING OCTOBER 2022 AS DOMESTIC VIOLENCE AWARENESS MONTH: The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing October 2022 as Domestic Violence Awareness Month. Roll call vote. (MCU)

PRESENTATION ON DRAINAGE ASSOCIATION MEMBERSHIP: John Torbert, Executive Director, reported on background information, make sure that drainage is protected and improved, services provided by examples; federal grants to add conservation practices into the drainage design for water quality and environmental, and he reviewed the benefits of a membership. Murken thanked Torbert for sharing of the resolution and asked him to talk about the association and how they help. Torbert reported on statutes, what other counties are doing for certain issues, drainage law, and currently with 26 counties. Discussion took place. Murken asked about dues and differences. Torbert reported. Additional discussion took place.

MINUTES: 10/4/22 Minutes – Murken moved, Heddens seconded the approval of 10/4/22 Minutes as listed. Roll call vote. (MCU)

CLAIMS: 10/13/22 Claims of \$1,091,917.94 (run date 10/7/22, 38 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$171.99), BooST School Ready (\$29,742.04), BooST Early Childhood (\$7,369.51), Emergency Management (\$370.56), E911 (\$2,507.65), County Assessor (\$384.87), City Assessor (\$41,810.12), and Central Iowa Community Services (\$202,497.84). Heddens moved, Murken seconded approving claims as listed. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda as listed.

1. No Board Meeting on 11/1/22
2. Iowa Public Employees' Retirement System (IPERS) §125 Plan Certification for 1/1/23-12/31/23
3. License Fees between Story County and CDW-Government for Adobe software and maintenance, effective 10/23/22-10/22/23, for \$2,932.89
4. Annual Subscription fees with Navigate 360 LLC for P3 School Tipline for the Sheriff's Office, effective 8/1/22-7/31/23, for \$2,300.00
5. Resolution #23-33, to abate the delinquent taxes of a mobile home pursuant to *Code of Iowa* §435.25
6. Appointing the Facilities Management Director to the Watershed Assessment Working Group
7. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and Youth and Shelter Services, Inc. for the Youth Rapid Re-Housing Program for up to \$1,100,000.00 with a performance period of 1/25/22–12/31/26
8. Quarterly Report for the following offices: Auditor; Recorder; Sheriff
9. Resolution #23-27 Setting Date and Time for a Public Hearing for 10/18/22, for Ordinance No. 306, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Establish Setback Requirements for Hazardous Materials Pipelines
10. Resolution #23-28, Setting Date and Time for a Public Hearing for 10/18/22, for First Consideration of Ordinance No. 307, Amending Chapter 90, Conditional Uses, of the Story County Land Development Regulations, of the Story County Code of Ordinances to Amend the Provision for Adaptive Reuse
11. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the City of Story City, Iowa, for funding towards the Bertha Bartlett Public Library expansion project for up to \$120,000.00 with a performance period of 1/25/22–12/31/26
12. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and Nevada Food at First, for the Promote Nutritional Security in eastern Story County (ESC) Project for up to \$45,650.00 with a performance period of 1/25/22–12/31/26
13. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the Story County Housing Trust for the Story County Housing and Direct Care Program project for up to \$470,000.00 with a performance period of 1/25/22–12/31/26
14. Road Closure Resolutions: #23-19, #23-20
15. Utility Permits: #23-6600, #23-6604

Roll call vote. (MCU)

MCFARLAND LAKE RESTORATION PROJECT FINAL PLANS, SPECIFICATIONS, FORM OF CONTRACT AND AUTHORIZATION TO RELEASE BIDS: Mike Cox, Conservation Director, reported on the project. Ryan Wiemold, Park Superintendent, provided additional detail, and reported on total estimated cost, budgeted funds and additional grants. Discussion took place. Faisal opened the public hearing at 10:35 a.m., and, hearing none, she closed the public hearing at 10:35 a.m. Heddens moved, Murken seconded the approval of McFarland Lake Restoration Project Final Plans, Specifications, Form of Contract and Authorization of Release Bids. Roll call vote. (MCU)

RESOLUTION #23-32, APPROPRIATIONS AMENDMENT: Lisa Markley, Assistant Auditor, reported the amendment will appropriate the remaining 50% of budgeted funds. Murken moved, Heddens seconded the approval of Resolution #23-32, Appropriations Amendment. Roll call vote. (MCU)

PURCHASING A MAVERICK TILE FINDER SYSTEM FOR \$6,775.00 (UNBUDGETED): Mike Cox, Conservation Director, reported on need. Sara Carmichael, Watershed Coordinator, reported on use of a borrowed system. The Story County Soil and Water Conservation District (SWCD) will contribute \$1,886.00

towards the purchase, and City of Ames will split the remainder with Story County at \$2,444.50 each. Carmichael stated the county portion will come from donations toward the water quality program. Carmichael reported on how the system works. Cox reiterated no tax dollars will spent. Heddens moved, Murken seconded the approval of the purchase of a Maverick Tile Finder System totaling \$6,775.00 with the County's share of \$2,444.50 coming from donations. Roll call vote. (MCU)

IOWA STATE ASSOCIATION OF COUNTIES (ISAC)/IOWA STATE ASSOCIATION OF COUNTY SUPERVISORS (ISACS) REQUEST FOR \$600.00 TO HELP FUND A STUDY OF A TECHNICAL EVALUATION BY IOWA STATE UNIVERSITY (ISU) TO DETERMINE A PROCEDURE FOR DETERMINING SOIL WETNESS DURING CONSTRUCTION OF UNDERGROUND UTILITIES TO MINIMIZE EXCESSIVE SOIL COMPACTION ON FARM SOILS: Murken provided background information: ISAC/ISACS have been jointly requested to contract analysis that will allow for the development of procedures and standards to mitigate soil compaction on agricultural lands by utility construction. Murken reported on data collection methods. All counties are asked to contribute \$600.00. Discussion took place. Murken moved, Heddens seconded the approval of the ISAC/ISACS Request for \$600.00 to help fund a study of technical evaluation by ISU to determine a procedure for determining soil wetness during construction of underground utilities to minimize excessive soil compaction of farm soils. Roll call vote. (MCU)

AWARD OF CONTRACT TO BUTCH'S CONSTRUCTION FOR REPAIRS AT 2809 SOUTH RIVERSIDE DRIVE PARK RANGER RESIDENCE (UNBUDGETED): Mike Cox, Conservation Director, reported on needed significant repairs. The Conservation Board recommended approval and costs will absorbed by the current Conservation budget. Ryan Wiemold, Park Superintendent, provided cost details; total estimated cost is \$6,837.00. Discussion took place. Heddens moved, Murken seconded the approval of the Award of Contract to Butch's Construction for repairs at 2809 South Riverside Dr, the Park Ranger Residence, at \$6,837.00 with no change in budget. Roll call vote. (MCU)

CHANGING SOURCE OF FUNDING FOR THE STEPPING STONES CHILD DEVELOPMENT CENTER FROM THE AMERICA RESCUE PLAN ACT (ARPA) REVENUE LOSS FUNDS EXPENDITURE CATEGORY TO UNASSIGNED GENERAL FUND DOLLARS: Leanne Harter, County Special Projects and Outreach Manager, reported on changing funding source to allow the business to qualify for other funding. Discussion took place. Harter requested the funding to shift from the ARPA revenue loss funds to unassigned general fund dollars. Murken moved, Heddens seconded the approval of Changing Source of Funding for the Stepping Stones Child Development Center from the ARPA Revenue Loss funds to Unassigned General Fund. Roll call vote. (MCU)

ENGINEER'S QUARTERLY REPORT: Engineer Darren Moon, reported on maintenance, construction updates and design, road projects, leases and purchases, legislative issues, and staffing.

UPDATE OF STORY COUNTY QUARTERLY FINANCIAL REPORT: Lisa Markley, Assistant Auditor, reported on expenditures, revenues, and America Rescue Plan Act (ARPA) reporting.

UPCOMING AGENDA ITEMS: Murken will add a consideration of the drainage proposal.

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

Heddens moved, Murken seconded to adjourn at 11:43 a.m. Roll call vote. (MCU)

Latifah Faisal
Board of Supervisors

Lucinda J. Martin
Auditor

Story County Board of Supervisors Meeting Agenda
Administration Building
900 6th St., Nevada, IA
10/11/22

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

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

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

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

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/89020467327?](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

[PWD=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

Passcode: 018323

Description: Weekly Board Meeting

Or One tap mobile:

+16469313860,,89020467327#,,,,*018323# US

+19292056099,,89020467327#,,,,*018323# US (New York)

Or join by phone:

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

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 890 2046 7327

Passcode: 018323

International numbers available:

[HTTPS://US02WEB.ZOOM.US/U/KQDBHTWZL](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Of October As National Community Planning Month

Department Submitting Planning and Development

Documents:

PROCLAMATION.PDF

7. Consideration Of Proclamation Recognizing October 2022 As Domestic Violence Awareness Month

Department Submitting Board of Supervisors

Documents:

DOMESTIC VIOLENCE AWARENESS MONTH.PDF

8. Presentation On Drainage Association Membership - John Torbert

Department Submitting Board of Supervisors

Documents:

STORY COUNTY MEMO.PDF
IDDA.PDF

9. CONSIDERATION OF MINUTES:

I. 10/4/22 Minutes

Department Submitting Auditor

10. CONSIDERATION OF CLAIMS:

I. 10/13/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 101322.PDF

11. CONSENT AGENDA:

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

I. Consideration Of NO Board Meeting On Tuesday, November 1st

Department Submitting Auditor

II. Consideration Of IPERS Section 125 Plan Certification For 1/1/23 - 12/31/23

Department Submitting Human Resources

Documents:

IPERS 2023.PDF

III. Consideration Of License Fees Between Story County And CDW Government For Adobe Software And Maintenance, Effective 10/23/22 - 10/22/23 For \$2,932.89

Department Submitting Information Technology

Documents:

ADOBE PROFORMA.PDF

IV. Consideration Of Annual Subscription With Navigate 360 LLC For P3 School Tipline Effective 8/1/22 - 7/31/23 For \$2,300.00

Department Submitting Sheriff

Documents:

NAVIGATE 360.PDF

V. Consideration Of Resolution #23-33, To Abate Taxes Against Said Mobile Home Due To Removal From Park

Department Submitting Treasurer's Office

Documents:

RES 23 33.PDF

VI. Consideration Of Appointing The Facilities Management Director To The Watershed Assessment Working Group

Department Submitting Conservation

Documents:

WAWG.PDF

VII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And Youth And Shelter Services, Inc. For The Youth Rapid Re-Housing Program For Up To \$1,100,000 With A Performance Period Of 1/25/22 – 12/31/26

Consent

Department Submitting Board of Supervisors

Documents:

YSS.PDF

VIII. Consideration Of Quarterly Report For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

AUDITOR.PDF
RECORDER.PDF
SHERIFF.PDF

IX. Consideration Of Resolution #23-27 Setting Date And Time For A Public Hearing For October 18, 2022, For Ordinance 306, Amending Chapter 85, General Provisions And Definitions, And Chapter 86, District Requirements, Of The Story County Code Of Ordinances – Land Development Regulations To Establish Setback Requirements For Hazardous Materials Pipelines

Department Submitting Planning and Development

Documents:

RESOLUTION 23 27.PDF

- X. Consideration Of Resolution #23-28, Setting Date And Time For A Public Hearing For October 18, 2022, For First Consideration Of Ordinance 307, Amending Chapter 90, Conditional Uses, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances To Amend The Provision For Adaptive Reuse

Department Submitting Planning and Development

Documents:

RESOLUTION 23 28.PDF

- XI. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The City Of Story City, Iowa, For Funding Towards The Bertha Bartlett Public Library Expansion Project For Up To \$120,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

40BOSCONTRACT.PDF

- XII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The Nevada Food At First, For The Promote Nutritional Security In ESC Project For Up To \$45,650 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

BOSCONTRACT.PDF

- XIII. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The Story County Housing Trust For The Story County Housing And Direct Care Program Project For Up To \$470,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

BOSCONTRACT.PDF

- XIV. Consideration Of Road Closure Resolution(S): #23-19, #23-20

Department Submitting Engineer

Documents:

RC 23 19.PDF
RC 23 20.PDF

XV. Consideration Of Utility Permit(S): #23-6600, #23-6604

Department Submitting Engineer

Documents:

UT 23 6600.PDF
UT 23 6604.PDF

12. PUBLIC HEARING ITEMS:

- I. Consideration Of McFarland Lake Restoration Project Final Plans, Specifications, Form Of Contract And Authorization To Release Bids

[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/13999/MCFARLAND-LAKE-RESTORATION-PROJECT-MANUAL](https://www.storycountyiowa.gov/documentcenter/view/13999/MCFARLAND-LAKE-RESTORATION-PROJECT-MANUAL)

[HTTPS://WWW.STORYCOUNTYIOWA.GOV/DOCUMENTCENTER/VIEW/13998/MCFARLAND-LAKE-RESTORATION-PLANS](https://www.storycountyiowa.gov/documentcenter/view/13998/MCFARLAND-LAKE-RESTORATION-PLANS)

Department Submitting Conservation

Documents:

MCFARLAND LAKE.PDF

13. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #23-32, Appropriations Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2332.PDF

- II. Discussion And Consideration Of Purchasing A Maverick Tile Finder System For \$6,775.00 (Unbudgeted) - Sara Carmichael

Department Submitting Conservation

Documents:

MAVERICK.PDF

- III. Discussion And Consideration Of ISAC/ISACS Request For \$600 To Help Fund A Study Of A Technical Evaluation By ISU To Determine A Procedure For Determining Soil Wetness During Construction Of Underground Utilities To Minimize Excessive Soil Compaction On Farm Soils - Linda Murken

Department Submitting Board of Supervisors

Documents:

PROJECT FUNDING REQUEST LETTER.PDF
EVALUATION DETAILS.PDF

IV. Consideration Of Award Of Contract To Butch's Construction For Repairs At 2809 South Riverside Drive Park Ranger Residence (Unbudgeted) - Ryan Wiemold

Department Submitting Conservation

Documents:

2809 RIVERSIDE REPAIRS.PDF

V. Consideration Of Changing Source Of Funding For The Stepping Stones Child Development Center From The ARPA Revenue Loss Funds Expenditure Category To Unassigned General Fund Dollars - Leanne Harter

Department Submitting Board of Supervisors

Documents:

STEPPINGSTONESFUNDING.PDF

14. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENG QTR.PDF

15. OTHER REPORTS:

I. Update Of Story County Quarterly Financial Report – Lisa Markley

Department Submitting Auditor

Documents:

QTRLY FINANCIAL RPRT FY23.PDF

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:

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

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

10/11/22

NAME

ADDRESS

JOHN TORBERT
Andra Wegner
Marcus Amman
Mike Cox
Ryan Wiemald
Sandra
Sara Carmichael
Greg Pilgus
Ann Marley

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PROCLAMATION

Community Planning Month

October 2022

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

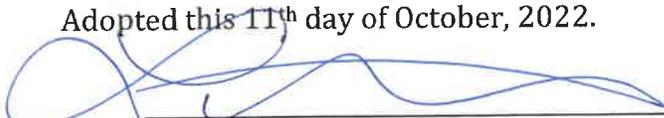
WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

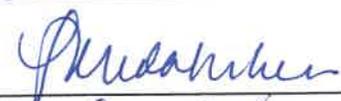
WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of Story County and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Story County of Iowa and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2022 is hereby designated as **Community Planning Month** in Story County of Iowa in conjunction with the celebration of National Community Planning Month.

Adopted this 11th day of October, 2022.


SIGNATURE _____ DATE 10-11-22


SIGNATURE _____ DATE 10-11-22


SIGNATURE _____ DATE 10-11-22



PROCLAMATION

Domestic Violence Awareness Month

October 2022

WHEREAS, Home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, Every 9 seconds a woman in the United States is assaulted by an intimate partner and an average of 3 women are murdered by intimate partners in the United States every day and a person experiencing strangulation in a relationship is 7 times more likely to be murdered by their partner and, according to the American Psychological Association, the presence of a gun in a domestic violence situation increases the risk of homicide by 500%; and

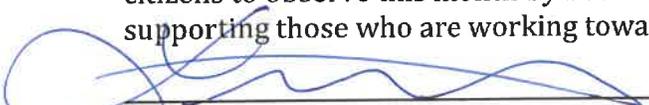
WHEREAS, According to the Bureau of Justice Statistics Crime Data Brief, Intimate Partner Violence, women accounted for 85% of the victims of intimate partner violence, men for approximately 15%; and

WHEREAS, Women and men are not the only targets; children, the elderly, family pets and responding law enforcement officers are counted among the victims and,

WHEREAS, According to the National Resource Center on Domestic Violence, approximately 23% of LGBTQ men and 50% of LGBTQ women experience abuse at the hands of their intimate partners; and

WHEREAS, Domestic Violence costs an estimated \$8.3 billion annually in medical care, mental health services, and lost productivity on the job. Women, men and children living with domestic violence suffer higher rates of physical injuries, chronic health problems, depression, PTSD, attempted suicide, substance abuse, behavior problems for children, and homelessness.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim October 2022 as Domestic Violence Awareness Month and urge our citizens to observe this month by becoming aware of the tragedy of domestic violence and supporting those who are working toward its end.

	10.11.22
SIGNATURE	DATE
	10-11-22
SIGNATURE	DATE
	10-11-22
SIGNATURE	DATE





3775 EP True Parkway, #124, West Des Moines, Ia. 50265
515/221-1961 (phone) 515/707-7451 (cell) 515/598-7897 (fax)
jtorbertidda@gmail.com
www.iowadrainage.org

Date: September 22, 2022

To: Story County Board of Supervisors

From: John T. Torbert, CAE, Executive Director

Re: IDDA Membership

IDDA is an outgrowth of an ISAC drainage committee which was created in about 1976. In 1990, a group of county officials from drainage counties decided they wanted to see the issue of drainage get more attention and created the Iowa Drainage District Association as a private not-for-profit organization. For many years, IDDA worked alongside ISAC on drainage issues. That changed however in 1995 when ISAC decided to do away with their own drainage committee and essentially turn all drainage matters over to IDDA.

The association existed without any full-time staff for several years. Again though, the membership wanted the organization to be more of a viable organization and decided to hire its first full time executive director in 2001. John Torbert was hired in May of that year and is the only executive director the association has ever had.

The association has continued to grow and prosper since that time and is now recognized as the ONLY voice representing drainage interests in the state of Iowa. IDDA participates in many committees and task forces representing drainage to our related communities. We are a well-established factor in the legislature, making sure that drainage is protected and improved. We also have a litigation fund that allows us to hire a part-time attorney and participate in legal cases that may have a negative impact on drainage rights.

Benefits of IDDA membership

- Staff solely dedicated to drainage issues, including a part-time attorney, part-time lobbyist, and full time Executive Director
- Access to legal counsel knowledgeable on drainage law

- Quarterly newsletter on drainage topics
- Access to staff knowledge base on drainage issues
- Annual conference in December of each year which provides networking opportunities with other drainage counties and with private sector/industry representatives
- Annual round table with drainage clerks as part of the annual meeting. Many drainage clerks say this is the most valuable meeting they attend each year
- Potential access to legal funding - at discretion of IDDA board – on cases you may be involved in on drainage matters
- Ability to have input into and be part of the legislative policy process
- Written summaries of drainage legislation and its potential impact
- Benefit of representation of a group with one interest and one interest only, drainage. ISAC and Farm Bureau assist on some of these issues but both of them have much larger and more divergent interests in which they are involved.
- Drainage law book which is a compendium of all drainage statutes – this is currently being revised
- Research on drainage related issues
- Annual personal visit from IDDA executive director
- Special informational meeting on drainage related issues
- Membership memos as necessary
- Creation of model resolutions for potential county action

Iowa Drainage District Association
 PO Box 509
 Humboldt, IA 50548

2nd Notice

Date
8/26/2022

John Torbert (515) 221-1961

To:
Story County Supervisors Story County Courthouse 900 6th St Nevada, IA 50201



Date	Transaction	Amount
05/31/2022	Balance forward	0.00
06/01/2022	INV #6709.	3,750.00
	--- County Dues, 125,000 @ \$0.03 = 3,750.00	
06/01/2022	INV #6710.	1,562.50
	--- County Mutual Protect(Optional), 125,000 @ \$0.0125 = 1,562.50	
	Amount Due	\$5,312.50

22 AUG 29 AM 9:53
 STORY COUNTY AUDITOR



3775 EP True Parkway, #124, West Des Moines, Ia. 50265
515/221-1961 (phone) 515/707-7451 (cell) 515/598-7897 (fax)
jtorbertidda@gmail.com
www.iowadrainage.org

Date: September 22, 2022

To: Story County Board of Supervisors

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- Annual conference in December of each year which provides networking opportunities with other drainage counties and with private sector/industry representatives
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- Annual personal visit from IDDA executive director
- Special informational meeting on drainage related issues
- Membership memos as necessary
- Creation of model resolutions for potential county action

Section 125 Plan Annual Certification



Employer ID: 85201
Employer Name: Story County
Certification Period: January 1 to December 31, 2023

Effective January 1, 2017, IPERS-covered employers that offer elective *employer* contributions to Section 125 plans whereby some of the contributions may be received by their employees as cash, must certify annually that certain conditions are met in compliance with IPERS administrative rules and the Internal Revenue Code. Only employer contributions to fringe benefit programs that meet the requirements for coverage in Iowa Code 97B and qualify under Internal Revenue Code (IRC) Section 125 may be treated as IPERS-covered wages.

According to the IRS, a qualified Section 125 plan must be written and offer at least one permitted taxable benefit and at least one qualified benefit. Your plan must include **all** of the following:

- Description of benefits available
- Plan rules governing participation
- Requirement that participants be employees
- Procedures governing employees' elections, including periods that elections may be made; and periods during which elections are effective, provided that elections are irrevocable
- The manner in which contributions may be made (for example, through salary reductions)
- Maximum amount of employer contributions available through the plan
- Plan year
- If paid time off, required ordering rules for non-elective and elective paid time off
- If flexible spending arrangements, provisions for complying with requirements
- If grace period, provisions for complying
- If distributions from health Flexible Spending Arrangements to employees' Health Savings Accounts, provisions for complying

I have legal and binding authority for the employer named above and I am authorized to complete this form. I certify that this employer is making employer contributions to a qualified plan under IRC Section 125. I acknowledge my organization's failure to comply with Iowa Code § 97B.58 and/or Iowa Administrative Code 495 relieves IPERS of all liability to any member or beneficiary.

Authorized signature:  Date: 10-11-22
Your name: Latifah Faisal Title: Board of Supervisors, Chair
Phone: 515-382-7200 Email: Lfaisal@storycountyiowa.gov

Please sign and return to IPERS by December 31.

EMAIL: employerrelations@ipers.org FAX: 515-281-0053

MAIL: IPERS, P.O. Box 9117, Des Moines, IA 50306-9117



www.CDWG.com
800-808-4239

STORY COUNTY INFORMATION TECHNOLOGY
B 900 6TH ST
I ADMINISTRATION BLDG
L ACCOUNTS PAYABLE
L NEVADA, IA 50201-2004
T
O

Customer Phone # 5153827304

PROFORMA INVOICE

PROFORMA NO.	ACCOUNT NO.	DATE
MZPL563	8484660	9/23/2022

S STORY COUNTY INFORMATION TECHNOLOGY
H 900 6TH ST
I ADMINISTRATION BLDG
P BARBARA STEINBACK
T NEVADA, IA 50201-2004
S Contact: BARBARA STEINBACK 515-382-7302

Customer P.O. # MTSH221 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
NEAL ZOLT	866-843-0749 ELECTRONIC DISTRIB	Net 30 Days-Govt S	GOVT-EXEMPT

QTY.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
9	5419139	ADO GOV ACROBAT PRO RNW L2 Mfg#: AG3-65297930BC02A12 Contract: IOWA NVP SOFTWARE ADSP016-130652 Electronic distribution - NO MEDIA	176.29	1586.61
1	6972079	ADO GOV CCALL RNW L2 Mfg#: AG3-65304042BC02B12 Contract: IOWA NVP SOFTWARE ADSP016-130652 Electronic distribution - NO MEDIA	945.73	945.73
1	6973203	ADO GOV PREMPRO RNW L2 Mfg#: AG3-65304054BC02B12 Contract: IOWA NVP SOFTWARE ADSP016-130652 Electronic distribution - NO MEDIA	400.55	400.55
			Subtotal:	2932.89
			Freight:	.00
			Sales Tax:	.00

APPROVED **DENIED**
Board Member Initials: [Signature]
Meeting Date: 10.11.22
Follow-up action: _____

The Proforma Invoice does not guarantee that any or all items on the order have shipped.

BUY WITH CONFIDENCE.

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847-371-5000 Fax: 847-419-6200

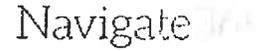
TOTAL US Currency
2,932.89

Please remit payment to:
CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

Navigate360, LLC

3900 Kinnross Lakes Parkway Suite 200
Richfield, OH 44286
+1 3306610106
ar@navigate360.com
www.navigate360.com

Banking Information:
PNC Bank
Account # 4273471557
Routing # 043001224
SWIFT # PNCUS33



INVOICE

Bill
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201

Story County Sheriff's Office
1315 S B AVE
NEVADA, IA 50201-2806 US

73735
08/01/2022
Invoiced Annually -
Net 30
08/31/2022

146825

DATE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	P3 School Tipline - District This is your annual subscription fee for P3 School Tipline - District for the term starting 08/01/2022 through 07/31/2023.	1	2,300.00	2,300.00T
	Sales Tax Sales Tax calculated by AvaTax on Thu 29 Sep 14:00:50 UTC 2022	1	0.00	0.00
				2,300.00
				0.00
				2,300.00
	BALANCE			\$2,300.00

APPROVED **DENIED**

Board Member Initials: OJH

Meeting Date: 10-11-22

Follow-up action: _____



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Sara Carmichael, Watershed Coordinator
Date: October 11, 2022
Re: Consideration of Appointing the Facilities Management Director to the Watershed Assessment Working Group

The Story County Watershed Assessment Working Group believes adding the Facilities Management Director to the Working Group will help achieve Implementation Plan goals and objectives, specifically, action item 3.2: Ensure capital projects have a positive or neutral effect on water quality. Representation from Facilities Management will ensure all capital projects achieve this goal.

The Watershed Assessment Working Group recommends appointing the Facilities Management Director to its membership.



Approval

10.11.22
Date

Disapproval

Date

Grant Agreement
**CONTRACT FOR Youth Rapid Re-Housing Program - Youth and Shelter Services, Inc. (YSS),
ARPA SUBRECIPIENT NO. 13
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Youth and Shelter Services, Inc., hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 420 Kellogg Ave, Ames, IA 50010, telephone 515-233-3141.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient “The purpose is to support transition-age youth between the ages of 18-24 that reside in Story County, identifying as homeless. The program will house 50 homeless youth over a five-year period in scattered-site apartments using a Rapid Rehousing (RRH) model. Once housing is established, YSS will provide wrap-around supportive services with the overall goal of youth remaining in safe housing and assuming total costs of lease payments upon exit from the program)” as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

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

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless , by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

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

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 11th day of October, 2022.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

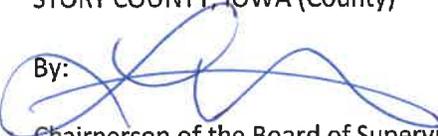
This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

Yvonne + Shelley Groves (Subrecipient)

By:

By:


Chairperson of the Board of Supervisors

Dated:

Dated: 10.11.22

Dated: 9/28/22

Schedule A
Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
 - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID: 13	Name of Project: Youth Rapid Re-Housing Program
Organization Name: Youth and Shelter Services, Inc.	Organization Address: 420 Kellogg Ave, Ames, IA 50010
Official Name of Organization (to be used on contracts):	Youth and Shelter Services, Inc.
Official Address of Organization (to be used on contracts):	420 Kellogg Ave, Ames, IA 50010
Name of CEO/Individual Appointed to Sign Contracts:	Andrew Allen YSS President and CE
Contact Person Name, Title, Email and Phone Number: Toby O'Berry, YSS AVP Transition Services, toberry@yss.org , 515-321-5476	
Amount of Award	\$1,100,000.00
Project Summary Narrative	The purpose is to support transition-age youth between the ages of 18-24 that reside in Story County, identifying as homeless. The program will house 50 homeless youth over a five-year period in scattered-site apartments using a Rapid Rehousing (RRH) model. Once housing is established, YSS will provide wrap-around supportive services with the overall goal of youth remaining in safe housing and assuming total costs of lease payments upon exit from the program.
Date of Award Notification	July 5, 2022

For Office Use Only

Date Distributed: July 5, 2022 Via Email

EXHIBIT B

Subrecipient Application

Subrecipient Name: Youth and Shelter Services, Inc.

Award #: 13

Award Amount:

\$1,100,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyowa.gov.

(Initial each statement after reading)

- T.O. Did you sign the certification page and initial all the certification statements?

- T.O. If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.

- T.O. I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.

- T.O. I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

T.O. If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

T.O. If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

T.O. I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

T.O. Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

T.O. I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Toby O'Berry

Print Name

YSS AVP Transition Services

Title

Toby O'Berry

Signature

10/15/21

Date

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name: Youth and Shelter Services (DBA YSS)
Organization Address: 420 Kellogg Avenue
Ames, Iowa 50010

Contact Person Name, Title, Email and Phone Number: Toby O'Berry
AVP YSS Transition Services
toberry@yss.org
515-321-5476
Organization Website: www.yss.org

IRS Designation: 42-1051609
Federal Tax ID: 42-1051609

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

What is the intended purpose/use of the funds?

The purpose of this funding request is to support transition age youth between the ages of 18-24 that reside in Story County that have been negatively impacted by the most recent public health emergency - COVID-19. A secondary purpose is to address the disparity in public health services for homeless youth caused by the pandemic. We will quickly house youth in need of safe housing due to the pandemic to help rebuild our community.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last
funding receipt.

9/29/2020 - \$464,518 (Asset County
Funds)

No

PROJECT/PROGRAM INFORMATION

Project/Program Name:

YSS Story County ARPA Youth Rapid Rehousing Program

Project/Program Purpose:

The purpose of this funding request is to support transition age youth between the ages of 18-24 that reside in Story County that have been negatively impacted by the most recent public health emergency - COVID-19. Story County has a wait-list for homeless youth needing safe housing in our community. The pandemic increased the number of youth identifying as homeless in Story County and the demand for services has increased significantly from 2019 to 2021.

This program will house 50 homeless youth over a 5 year period in scattered-site apartments using a Rapid Rehousing (RRH) model. We are already operating a rapid rehousing program in Story County, so we have existing landlord partnerships to quickly house youth in apartments that they sign 1-year leases with the landlord. Once in their apartment we provide wrap-around supportive services with the overall goal of youth remaining in safe housing and taking over 100% of the monthly lease payments upon exit from our program. For our other similar RRH project that operates in DSM, 93% of youth exited to permanent housing in 2020 after leaving our RRH program.

Requested Story County ARPA funding amount: \$1,307,027 (\$261,405/yr for 5 years)

Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

Our overall program goal is to quickly and safely house homeless youth that have become homeless due to the COVID-19 pandemic. We will serve 50 homeless youth with this Rapid Rehousing program.

Goal #1: 85% of youth exit from program into safe housing

Goal #2: 75% of youth have increased monthly income from time of entry to time of exit

Goal #3: 95% of youth in program connected to mental, physical, or dental services

The specific services provided will be access to safe housing and wrap-around supportive services for a 12 month time period as homeless youth get back on their feet.

Describe how the success of your project/program will be evaluated and what is the desired community impact.

The success of our Rapid Rehousing project will be evaluated based on progress towards achieving our below program goals annually:

Goal #1: 85% of youth exit from program into safe housing (43/50 youth)

Goal #2: 75% of youth have increased monthly income from time of entry to time of exit (38/50 youth)

Goal #3: 95% of youth in program connected to mental, physical, or dental services (48/50 youth)

To help with evaluating our program success and community impact we have a Quality Improvement (QI) team at YSS that meets quarterly to review program outcomes and policies/procedures to best meet the needs of the youth we serve. We also have a Quality Assurance team that meets semi-annually to review program outcomes for all Transition Services programs at YSS.

The desired community impact is improving the lives of homeless youth negatively affected by the pandemic and helping them transition to self-sufficiency in our community.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

Hope Metheny (YSS Transitional Housing Program Manager) & Toby O'Berry (AVP YSS Transition Services) will lead this program in Story County. Hope has worked at YSS for 16 years and Toby and worked at YSS for 9 years, both staff have worked supporting homeless youth their entire time at YSS. Both Hope and Toby are trained in Youth Work best practices, and are Trauma-Informed Care trained.

Toby created our agency's first Rapid Rehousing Program in 2017 and YSS now operated 80 Rapid Rehousing units supporting homeless youth across the state. We have strong outcomes for our other rapid rehousing programs and want to provide this service to more Story County youth that were negatively affected by the pandemic.

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

Yes, The YSS board has approved Transition Service program budgets, which include rapid rehousing programming and expanded rapid rehousing services in Story County. This approval occurred at the July 26th 2021 YSS Board meeting and is documented in the meeting minutes.

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

We collaborate closely with local landlords in Ames to house homeless youth in scattered-site apartments. We also partner with the YSS outpatient therapist team to connect youth to behavioral health services while in our rapid rehousing program. A third partnership is with Overflow to connect youth with apartment furniture and household items when they move into their own apartment.

We secure in-kind donations from private and corporate donors for our transitional housing programs in Ames to support services to homeless youth. This in-kind contribution averages \$10,000 a year. We also have cash match in the amount of \$130,000 to support rapid rehousing services in Story County.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

If we do not receive 100% of the requested funding we could either reduce the length of the program from 5 years to 4 years or we could also reduce the number of units from 10 units to 8 units for example. While the demand is present for a 5 year 50 unit program, we could scale it back if our full funding request is not approved.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

This Rapid Rehousing program will last 5 years, but prior to that time frame we will look to secure federal funds to support our rapid rehousing program in Story County. We have a very strong track record of securing federal funds in support of transition age homeless youth, having secured a Department of Justice Rapid Rehousing Grant and a Health and Human Service Street Outreach grant in the past 2 years. Our agency is also expanding our signature fundraiser, Reggie's Sleepout. The funds raised from this event (\$100,000 - in Ames) will support Transitional Housing programs like this project.

Describe the project/program timeline and milestones.

If this project is awarded we would like to proceed with the following timeline:

- 1) January 2022 - Hire/Train Staff (1 FTE)
- 2) February 2022 - Open program for services to homeless youth
- 3) April 2022 - Program is at 50% occupancy (5 units filled)
- 4) July 2022 - Program is at 100% occupancy (10 units filled)
- 5) December 2026 - all funds spent

Calendar Year 2022 - Serve 10 homeless youth
Calendar Year 2023 - Serve 10 homeless youth
Calendar Year 2024 - Serve 10 homeless youth
Calendar Year 2025 - Serve 10 homeless youth
Calendar Year 2026 - Serve 10 homeless youth

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

This Rapid Rehousing project will break the cycle of poverty for 50 story county residents that were negatively impacted by COVID-19. These youth will go from needing/using community resources to becoming contributing members of Story County by paying taxes, gaining employment and furthering their education in Story County. This project will not only affect the 50 youth served, but will also positively affect multiple generations of future children of the story county youth this program will support.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for administrative or management fees? **15%** (includes facility costs for program staff offices)

Are you accessing alternative funding sources? If yes, please list sources.

Yes Sources
Reggie's Sleepout - private/corporate donations

No

Is the requested funding a match for other funding? If yes, please describe.

Yes Describe match

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. **Yes**

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing. **Yes**

For cities: did you apply/receive your ARPA Funds*?

	<i>Apply</i>	<i>Receive</i>
<input type="checkbox"/> Yes		<input type="checkbox"/> Yes
<input type="checkbox"/> No		<input type="checkbox"/> No

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

13

Name of Project:

Youth Rapid Re-Housing Program

Organization Name:

YSS

Performance Measures:

- On a quarterly reporting basis address how the program is serving homeless youth specifically achieving the following goals:
- Provide documentation outlining the number of youth served both before and after funding
 - 85% of youth exiting from program into safe housing
 - 75% of youth increasing monthly income from time of entry to time of exit
 - 95% of youth in program connected to mental, physical, or dental services

For Office Use Only

Date Distributed: July 5, 2022 Via Email

YSS Story County ARPA Youth RRH Program		1 Year	4 years	October to Dec 2022
Transitional Housing Program Manager	1 FTE @ \$50,000 with 15% time dedicated to this program	\$ 7,500	\$ 30,000	\$ -
RRH Youth Advocate	1 FTE @ \$35,000 with Rapid Rehousing time being 100%	\$ 35,000	\$ 140,000	\$ 8,750
Transitional Housing Program Director	1 FTE @ \$62,000 with 18% time dedicated to this program	\$ 11,000	\$ 44,000	\$ -
AVP Transitional Services	1 FTE @ \$82,000 with 20% time dedicated to this program	\$ 16,400	\$ 65,600	\$ -
Subtotal		\$ 69,900	\$ 279,600	\$ 8,750
Benefits @ 22%		\$ 15,378	\$ 61,512	\$ 1,295
Rent subsidy		\$ 111,118	\$ 444,472	\$ 4,800
Deposits		\$ 9,068	\$ 36,272	\$ 2,400
Food		\$ 13,200	\$ 52,800	\$ 227
Household Supplies		\$ 6,600	\$ 26,400	\$ -
Utility Payments		\$ 13,200	\$ 52,800	\$ -
Furniture		\$ 7,018	\$ 28,072	\$ 600
Total Other Expense		\$ 160,204	\$ 640,816	\$ -
Total		\$ 245,482	\$ 981,928	\$ 18,072
Admin		\$ 24,548	\$ 98,192.80	\$ 1,807
Total Grant		\$ 270,030	\$ 1,080,120.80	\$ 19,879

January 2022 to Dec 2022	\$	19,879
January 2023 to Dec 2023	\$	270,030
January 2024 to Dec 2024	\$	270,030
January 2025 to Dec 2025	\$	270,030
January 2026 to Dec 2026	\$	270,030
Total Funding Request	\$	1,100,000

RECEIVED 9/29/2022

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

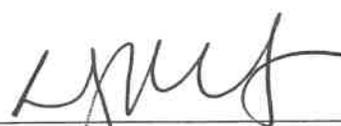
STATE OF IOWA}
STORY COUNTY}

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending September 30, 2022 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 4,135.00
Misc Elections	10.00	
HAVA	4,125.00	
City/School Elections		
Special Elections		
For Other Office Fees		\$ 4,456.22
Plat Books		
Computer Lists	10.00	
Fiscal Agent Fees	4,433.12	
Map Copies		
Copies	13.10	
Miscellaneous		
	TOTAL	\$ 8,591.22

Treasurer's Receipts for the above are attached.



LUCY MARTIN
Story County Auditor
October 4, 2022

APPROVED

DENIED

Board Member Initials: LM

Meeting Date: 10-11-22

Follow-up action: _____

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 1st QUARTER
FISCAL YEAR 2022-2023.

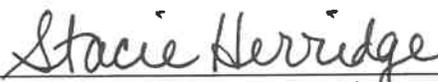
STATE OF IOWA}
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 1st Fiscal Quarter ending Sept. 30, 2022, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,885.00
Records Management Fees	27000-08000-4140-07	\$3,168.00
Electronic Transaction Fees	56000-08000-4160-07	\$3,168.00
Real Estate Transfer Tax	01000-08000-4040-07	\$65,959.03
Recording Fees	01000-08000-4000-07	\$68,057.00
Snowmobile Fees	01000-08000-4010-07	\$113.75
Boat Fees	01000-08000-4020-07	\$606.25
Hunting & Fishing Fees	01000-08000-4030-07	\$9.00
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,566.50
ATV Fees	01000-08000-4070-07	\$961.25
Vital Records Fees	01000-08000-4130-07	\$6,908.00
Passport Fees	01000-08000-4150-07	\$8,525.00
Boat Title Fees	01000-08000-4120-22	\$365.00
Interest	01000-00054-6000-07	\$38.33
Overages	01000-00055-8220-07	\$40.45
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$164,370.56

All of which is respectfully submitted this 6th day of October, 2022.



Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 6th day of October, 2022.



Lucy Martin, Story County Auditor

Revised April 12, 2016

APPROVED
DENIED

Board Member Initials: 

Meeting Date: 10-11-22

Follow-up action: _____

Office Use Only

Total to Story County Treasurer
Total to DNR via ACH
Total to IVES via ACH
Total to Dept. of Revenue

\$164,370.56
\$13,936.10
\$21,997.00
\$371,756.32
\$572,059.98

**Story County Sheriff's Report
Total Income Earned
For the Quarter Ending September 30, 2022**

Civil Fees (01000-01000-4400-05)	\$42,345.09
Civil Fees (Credit Card)	1,240.11
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$5,140.00
Permits to carry Concealed Weapon - Credit Card	\$40.00
Interest (01000-00054-6000-05)	\$20.31
Work Release (01000-01000-4400-05)	\$0.00
Total	\$48,785.51

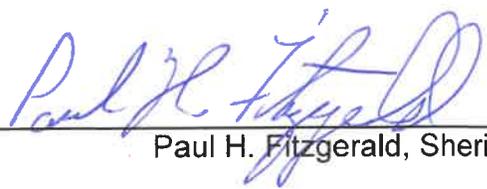
Total Paid to Story County Treasurer **\$48,785.51**

APPROVED

DENIED

Board Member Initials: PHF

Meeting Date: 10-11-22


Paul H. Fitzgerald, Sheriff

Dated 09/30/2022
PHF:kan

Follow-up action: _____

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

Please return to: Planning & Development

STORY COUNTY IOWA RESOLUTION OF THE BOARD OF SUPERVISORS RESOLUTION NO. 23-27

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 18, 2022, FOR FIRST CONSIDERATION OF ORDINANCE NO. 306, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS, AND CHAPTER 86, DISTRICT REQUIREMENTS, OF THE STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT REGULATIONS TO ESTABLISH SETBACK REQUIREMENTS FOR HAZARDOUS MATERIALS PIPELINES.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

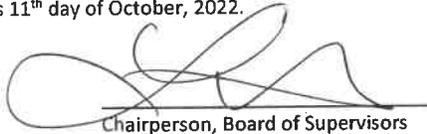
WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

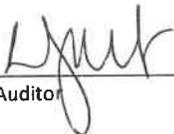
AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 306 on the 18th day of October, 2022, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

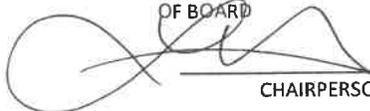
IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 11th day of October, 2022.


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE OF BOARD

CHAIRPERSON
Yea 3 Nay 0 Absent 0
Above tabulation made by 

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to: Planning & Development

STORY COUNTY IOWA RESOLUTION OF THE BOARD OF SUPERVISORS RESOLUTION NO. 23-28

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 18, 2022, FOR FIRST CONSIDERATION OF ORDINANCE NO. 307, AMENDING CHAPTER 90 – CONDITIONAL USES, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES TO AMEND THE PROVISION FOR ADAPTIVE REUSE.

WHEREAS, the Board of Supervisors approved the Code of Ordinances of Story County, Iowa, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 307 on the 18th day of October, 2022, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 11th day of October, 2022.

[Signature]
Chairperson, Board of Supervisors

Attest: [Signature]
County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea [checked] Nay ___ Absent ___
Lisa Heddens Yea [checked] Nay ___ Absent ___
Linda Murken Yea [checked] Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0
Above tabulation made by [Signature]
CHAIRPERSON

GRANT AGREEMENT

AN AGREEMENT WITH THE CITY OF STORY CITY, IOWA, FOR FUNDING TOWARDS THE BERTHA BARTLETT PUBLIC LIBRARY EXPANSION PROJECT

THIS AGREEMENT ("Agreement") is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Story City, Iowa, a Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, hereinafter referred to as "Grantee", whose mailing address and telephone number is 504 Broad Street, Story City, Iowa, 50248, telephone 515-733-2121.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use *\$120,000 funded from ARPA Recovery Funds lost revenue towards funding construction of public library building expansion in the City of Story City*. The Grantee acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from "*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*" dated February 28, 2022, version 3.0.) In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$120,000. The funds will be disbursed in one lump-sum payment of \$120,000.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$120,000.00 funded from ARPA Recovery Funds lost revenue towards funding construction of public library building expansion in the City of Story City. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

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

- (A) This Agreement shall remain in effect until one of the following events has occurred:
- a. The Grantee and the County replace this Agreement with another written agreement;

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

5. TERMINATION

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

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

6. AFFIRMATIVE COVENANTS

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

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

- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
 - i. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS")
LGZCM6JKJA84
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.
- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

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

8. INDEMNIFICATION

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

9. DISPUTES

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

10. ACCESS TO BOOKS AND RECORDS

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

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

11. REQUIREMENTS

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

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:

City of Story City (Grantee)
By: Mike Jensen, Mayor



Chairperson of the Board of Supervisors

Dated: 10.11.22



Authorized Representative

Dated: 10/4/2022

Exhibit A

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

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:
40

Name of Project:
Bertha Bartlett Public Library Expansion Project

Organization Name:
City of Story City

Organization Address:
504 Broad Street, Story City, Iowa, 50248

Official Name of Organization (to be used on contracts):

City of Story City

Official Address of Organization (to be used on contracts):

504 Broad Street, Story City, Iowa, 50248

Name of CEO/Individual Appointed to Sign Contracts:

Mike Jensen, Mayor

Contact Person Name, Title, Email and Phone Number:

Mark A. Jackson, City Administrator, majackson@cityofstorycity.org, (515) 733-2121

Amount of Award

\$120,000.00

Project Summary Narrative

Construction of public library building expansion in the City of Story City.

Date of Award Notification

September 2, 2022

For Office Use Only

Date Distributed: September 2, 2022 Via Email

Engaging our diverse communities to responsibly provide quality opportunities and services that matter

Accountability | Collaboration | Environment | Equity | Inclusivity | Innovation | Wise Use of Resources

Grant Agreement
**CONTRACT FOR PROMOTE NUTRITIONAL SECURITY IN ESC – NEVADA FOOD AT FIRST,
ARPA SUBRECIPIENT NO. 9
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Nevada Food at First hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 1036 7th Street -- Nevada, IA 50201-1907, telephone 515-203-9946.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient “Nevada Food at First intends to use funds to: 1) Expand the availability of free evening meals to residents in all Eastern Story County (ESC) communities. 2) Facilitate a collaboration with Eastern Story County food pantries and retail partners to glean and distribute perishable and shelf-stable foods. Food insecurity has been exacerbated by the coronavirus pandemic.” as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate

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

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless , by June 30,

2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and

expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

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

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 11th day of October, 2022

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

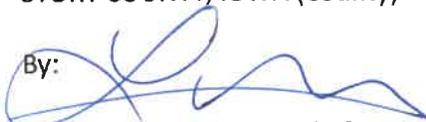
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By:



Chairperson of the Board of Supervisors

Dated: 10.16.22

Barbara K. Mittman (Subrecipient)

By: Barbara K. Mittman

Dated: 9/30/22

Schedule A
Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
 - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:

9

Name of Project:

Promote Nutritional Security in ESC

Organization Name:

Nevada Food at First

Organization Address:

1036 7th Street -- Nevada, IA 50201-1907

Official Name of Organization (to be used on contracts):

Nevada Food at First

Official Address of Organization (to be used on contracts):

1036 7th Street -- Nevada, IA 50201-1907

Name of CEO/Individual Appointed to Sign Contracts:

Barbara K. Mittman

Contact Person Name, Title, Email and Phone Number:

Barbara K. Mittman; Community Meal Coordinator; bk_mittman@yahoo.com; 515-203-9946

Amount of Award

\$45,650.00

Project Summary Narrative

Nevada Food at First intends to use funds to: 1) Expand the availability of free evening meals to residents in all Eastern Story County (ESC) communities. 2) Facilitate a collaboration with Eastern Story County food pantries and retail partners to glean and distribute perishable and shelf-stable foods. Food insecurity has been exacerbated by the coronavirus pandemic.

Date of Award Notification

July 19, 2022

For Office Use Only

Date Distributed: July 19, 2022 Via Email

EXHIBIT B

Subrecipient Application

Subrecipient Name: Nevada Food at First

Award #: 9

Award Amount:

\$45,650.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyiowa.gov.

(Initial each statement after reading)

Bkm Did you sign the certification page and initial all the certification statements?

N/A If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.

Bkm I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.

Bkm I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

BKm If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

BKm If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

BKm I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

BKm Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

BKm I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Barbara K. Mittman

Community Meal Coordinator

Print Name

Title

October 15, 2021

Signature



Date

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name: Nevada Food at First
Organization Address: 1036 7th Street
Nevada, IA 50201

Contact Person Name, Title, Email and Phone Number: Barbara K. Mittman
Community Meal Coordinator
bk_mittman@yahoo.com
515-203-9946
Organization Website: Facebook:
Nevada Food at First

IRS Designation: Fiscal Sponsor: Nevada First United Methodist Church
501(c)3
Federal Tax ID: 42-0752659

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

What is the intended purpose/use of the funds?

The funds will be utilized to address negative economic impacts caused by the public health emergency. Specifically, Nevada Food at First intends to use funds to:

- 1) Expand the availability of free evening meals to residents in all Eastern Story County (ESC) communities.
- 2) Facilitate a collaboration with Eastern Story County food pantries and retail partners to glean and distribute perishable and shelf-stable foods. Food insecurity has been exacerbated by the coronavirus pandemic.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

1) Evening Meals - The objective of this component of the grant is to both increase the number of evening meals delivered to households and expand the geographic reach of Nevada Food at First. Grant dollars will be used for cold storage, meal distribution supplies, travel, and a part-time contractor to support meal delivery in all six Eastern Story County communities. Volunteers currently deliver meals to specific locations in Nevada, McCallsburg and Maxwell. These stops serve households with children and the aging in neighborhoods where incomes are near poverty levels or rent is subsidized. Initiated at the start of the pandemic, the number of meals distributed into these communities has increased from an average of 35 meals/night in 2019 to an average of 154 meals/night through the third quarter of 2021.

2) Provide Food - The objective of the project's second element is to provide food for Nevada Food at First meals and for food pantries in Eastern Story County by gleaning. Grant dollars will be used for cold storage, travel, and a part-time contractor to coordinate food gathering (gleaning), safe food handling, and food distribution. To meet our needs and expectations, food retailers (grocers, restaurants, and bakeries) have too much of everything on their shelves. Some food does not sell in time, is imperfect, or deemed unusable once it arrives at the store. In the past, this food was simply thrown away. Gleaners makes it possible for retail partners to donate safe and tasty food to help households be more nutritionally secure. Bricktown Bakery (Nevada), Panera (Ames), and Hy Vee (North Ankeny) currently provide baked goods for Nevada Food at First and food pantries in Nevada and Colo. Nevada Food at First also benefits from the produce harvested from the (new in 2021) Nevada Community Garden. A retail partnership proposal was submitted to the new Dollar Fresh (Nevada) store manager on October 6, 2021.

Describe how the success of your project/program will be evaluated and what is the desired community impact.

1) Evening Meals - The desired impact is that all households experiencing food insecurity in Eastern Story County can access free meals at least twice a week in local neighborhoods or communities. We will monitor this impact by continuing to collect and report the number of meals served, households not previously served, and locations served. Anecdotal narratives from meal recipients and volunteers will also be collected and shared.

2) Provide Food - The desired impact is that locally gleaned food will be made available to Nevada Food at First and Eastern Story County food pantries for use and distribution. We will monitor this impact by continuing to weigh and report the pounds and categories of foods (i.e. baked goods, vegetables, dairy) donated by retail partners. We will use short surveys to collect information and gauge how this additional food is being perceived and accepted by meal and food pantry recipients and leaders. Surveys will include an opportunity to describe how the availability of gleaned food helps households be more nutritionally secure.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

The work associated with this project will be achieved collaboratively by a new part-time contractor and community partners. Barb Mittman, Community Meal Coordinator, will convene members of the Nevada Food at First Steering Committee, leadership from the Eastern Story County food pantries, and representatives from our fiscal agent, Nevada First United Methodist Church, to hire a logistical and detail-oriented individual who demonstrates the initiative and resourcefulness to fulfill the purposes outlined in this application. Preference would be given to Eastern Story County residents with administrative and volunteer experience.

Barb Mittman will consult, support, and serve as liaison to this individual. Barb has provided leadership as the Community Meal Coordinator since January 2017.

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

Yes, see attached minutes from the Nevada Food at First Steering Committee meeting on Thursday, September 30, 2021.

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

Yes, we are working in cooperation with other entities.

Nevada First United Methodist Church hosts Nevada Food at First. In-kind support includes access to the kitchen, Fellowship Hall, utilities, office space and administrative staff, and a secure storage area. This local congregation is also the non-profit IRS 501(c)3 sponsor and acts as fiscal agent for Nevada Food at First. (See attached documentation.)

We are also collaborating with Food Bank of Iowa, our current retail partners, Story County Hunger Collaboration, and the two school and four community food pantries in Eastern Story County. Nevada Food at First and the food pantries are mostly staffed by volunteers.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

If we did not receive 100% of the requested funding, we would have to trim the hours and/or compensation rate for the contracted position and delay needed capacity-building. Funds for food could be secured from local sources (i.e. the Nevada Community Foundation or LIVE UNITED food drive) allowing undesignated donations to address the acute need for meal distribution supplies and cold storage. We would also need to rely more heavily on the greater ESC community to provide volunteer leadership and funds with which to accomplish the proposed work.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

Nevada Food at First volunteers have been offering free meals to those who hunger since 2009. The rapid growth experienced since the onset of the pandemic in March 2020 has been met by committed volunteers and sustained by widespread generosity. Our outreach to other Eastern Story County communities has been in response to needs presented by residents and developed organically. We recognize that these ARPA funds could both meet our acute needs and position us to further impact food insecurity in Eastern Story County.

Describe the project/program timeline and milestones.

November 2021 - Work to investigate and assess cold storage options and location
November 2021 and on-going - Order meal distribution supplies, as needed
November 2021 and on-going - Advance relationships with manager and staff at Dollar Fresh
November 2021 and on-going - Cultivate relationships with ESC food pantry leaders
November 2021 and on-going - Volunteer recruitment, care, and nurture
November 2021 and on-going - Expand Steering Committee to include food pantry leaders
November 2021 and on-going - Use social media to publish updates re: Nevada Food at First
December 2021 - Develop part-time contractor job description and duties
January 2022 - Approve part-time contractor job description and duties
January 2022 - Approve cold storage plan and order, install upon arrival
February 2022 - Advertise part-time contractor position
March 2022 - Interview and select contractor
April 2022 - On-board contractor
April 2022 - Generate survey(s) to assess perception and acceptance of meal/food recipients
May 2022 - Create volunteer meal/food delivery travel support strategy
June 2022 - Approve recipient survey(s) and delivery travel support strategy
July 2022 and on-going - Publish first recipient survey(s), offer surveys again quarterly
September 2022 - Review, reflect, assess, and adjust to prepare for 2023
Quarterly and on-going - Provide program update to the Story County Board of Supervisors

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

This project seeks to promote nutritional security by delivering free evening meals and supplying gleaned food to pantries in Eastern Story County. This proposal puts food on the table and increases the possibility that households will find food they recognize and can use to meet their needs at their local food pantry.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for 0% administrative or management fees?

Are you accessing alternative funding sources? If yes, please list sources.

Yes *Sources*

No

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. No. Most recent financial statement is attached.

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing. No

For cities: did you apply/receive your ARPA Funds*?

Apply

Receive

Yes

Yes

No

No

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

About Nevada Food at First:

Nevada Food at First exists to feed those who hunger. The name reminds us that our basic human need for food must be met first, before anything else.

Nevada Food at First prepares and serves free evening meals twice each week. These community meals have been hosted with in-kind support from Nevada First United Methodist Church since 2009. After years of serving meals and enjoying table fellowship at the church, our way of caring for those who hunger changed in March 2020. Instead of eating around tables, carry-out meals are ordered by households for either pick up at the church or delivery to neighborhood locations close to where our most vulnerable and food insecure residents live, including households in Maxwell and McCallsburg.

Meals Served:

Calendar Year: 2021*
Meals Served: 11,732
Total Meal Dates: 76
Average # Meals/Date: 154

Calendar Year: 2020
Meals Served: 9,342
Total Meal Dates: 103
Average # Meals/Date: 91

Calendar Year: 2019
Meals Served: 3,197
Total Meal Dates: 98
Average # Meals/Date: 33

Calendar Year: 2018
Meals Served: 3,473
Total Meal Dates: 98

***2021 Meals Served To-Date:**

1st Quarter Total: 3,194 meals; Average meals/night: 139
2nd Quarter Total: 3,899 meals; Average meals/night: 150
3rd Quarter Total: 4,639 meals; Average meals/night: 172
July: 1,474 meals; Average meals/night: 164 (9 nights); Range: 139-193 meals
August: 1,489 meals; Average meals/night: 165 (9 nights); Range: 142-186 meals
September: 1,676 meals; Average meals/night: 186 (9 nights); Range: 129-221 meals

Volunteers

This free community meal program is sustained by nearly 300 volunteers, from various sectors of the community. Representatives from groups that plan, prepare, and serve the meals are members of the leadership Steering Committee and meet at least quarterly. Since 2017, the Community Meal Coordinator has been providing leadership without compensation.

Food Bank of Iowa and In-Kind Donations:

Over the years, Nevada Food at First has positioned itself to take full advantage of gleaned and Food Bank food. We often benefit from the generosity of the volunteers and retailers associated with Free Market (Ames Food at First). Volunteers partner with The Blessing Box in Elkhardt for a share of baked goods from Hy Vee (North Ankeny) on Sunday mornings and participate in Panera's "Dough-Nation" program on Saturday nights. Nevada Food at First also benefits from the in-kind generosity of local beef and pork producers, individuals, and the keepers of the (new in 2021) Nevada Community Garden.

Existing Community Partners:

Nevada Food at First already partners with other organizations to support children and families in the Eastern Story County area. This network includes Harmony Clothing Closet (Nevada), Nevada Community Cupboard, Cubbie's Cupboard (Nevada Middle School), Good Samaritan Fund (rent and utility assistance hosted by St. Patrick's Catholic Church), and the Colo Food Pantry.

Other Eastern Story County Food Pantries:

Colo Nesco School Pantry (Colo MS/HS)
Maxwell-Collins Food Pantry (Maxwell)
Zearing/McCallsburg Food Bank

Nevada Food at First Steering Committee
Quarterly Meeting Minutes – September 30, 2021
6:30 p.m. – Nevada First UMC

Members present:

Kim Stieler, Deb and Dave Atkins, Brenda Hobson, Doxie Weber, Leah Schmidt, Jenny Angus, Jody Melcher, Laurie Henry, Barb Mittman

Hand-outs:

- 2021 Volunteer Cook/Serve (Pack) Group Schedule
- 2021 Food at First Data Summary (Meals Served)
- 2021 3rd Quarter Financial Report

COVID Update

Host Church Update: Church leadership met on September 14 and voted to continue to require everyone to wear a mask inside the church building whether vaccinated or not.

Cook/Serve (Pack) Volunteer Update

- 2021 Civil Rights Training and Log – All volunteers need to read the Powerpoint training and sign the log once in 2021. A printed copy is in the white Civil Rights notebook. An electronic version of the training will be attached to the monthly e-mail.
- 2021 Volunteer Schedule – 4th Quarter
 - Thursday, November 25: Thanksgiving Day (No Food at First: Christian Church)
 - Thursday, December 23: Pack "Take 'N Heat" Holiday Meal

Neighborhood Delivery Stops

- Existing: Boys' and Girls' Club, Rolling Hills Mobile Home Park (Maxwell), The Meadows and Nevada Park Apartments, The Regency, 10th Street/R Avenue (Home Acres), and 10 Maple Avenue (Country Club Estates)
- Demonstrated Need/Proposed: South 11th Street

"This NEW Thing" (aka Nevada Food at First) in 2022

- Defining "This NEW Thing" – 2021 Markers (To-date: September 30)
 - Meals Served Data
 - Meal delivery stops in Nevada, McCallsburg, and Maxwell
 - Food: 2020 Food Bank of Iowa -- 6,083 lbs at a cost of \$413.50 (truck 1x/month)
 - Food: 2021 Food Bank of Iowa -- 4,842 lbs at a cost of \$409.36 (truck 2x/month)
 - Food: Retail Partners -- Panera (Ames); Hy Vee (Ankeny North); Bricktown (Nevada)
 - Funds: 3rd Quarter Financial Report
 - Time: Since March 2020 - Increased number of volunteers, more volunteer hours; implementing flexible meal prep times
- Sustaining "This NEW Thing"
 - Acute Need: Cold storage (additional dry storage at times); meal packaging
 - Food: Food Bank of Iowa, Retail Partners, Nevada Community Garden, FFA
 - Funds: Donations, Grant funds (by project)
 - Time: New volunteers for food handling and meal prep/packing (groups and individuals); flexible volunteer times (beyond Mondays/Thursdays); organize volunteers by task in relationship to food; program leadership

Nevada Food at First

Beginning Balance 07/01/2021

\$16,317.71

Expenses:

July

Ross Chemical	164.85
Fareway	172.46
Food Bank of Iowa	59.12

August

Story City Locker (Processing)	405.00
Double M Angus (Beef)	1,403.50
Fareway	102.49
Food Bank of Iowa	47.64

September

Food Bank of Iowa	30.48
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TOTAL EXPENSES:

2,385.54

Deposits:

July

Food @ First (Grant)	11,482.15
UMC Food @ First	100.00
UMC Food @ First	2,013.52
UMC Food @ First	20.00

August

UMC Food @ First	75.00
UMC Food @ First	250.00
Food @ First	75.00
Food @ First	210.00
Food @ First	75.00

September

NO DEPOSITS

TOTAL INCOME:

14,300.67

Ending Balance 9/30/2021

\$28,232.84

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

9

Name of Project:

Promote Nutritional Security in ESC

Organization Name:

Nevada Food at First

Performance Measures:

- On quarterly basis, provide:
 - First report should include baseline from previous four (4) quarters for comparison.
 - Number of meals served, households not previously served, and locations served (by ZIP code)
 - Data showing an increase or decrease in the number of households
 - Household demographics (as available)
 - Anecdotal narratives from meal recipients and volunteers will also be collected and shared
 - The pounds and categories of foods (i.e. baked goods, vegetables, dairy) donated by identified retail partners
 - For staff, provide mileage and salary figures
- Results of short surveys used to collect information and gauge how this additional food is being perceived and accepted by meal and food pantry recipients and leaders. Surveys will include an opportunity to describe how the availability of gleaned food helps households be more nutritionally secure.
- Success stories

For Office Use Only

Date Distributed: July 19, 2022 Via Email

Entity Workspace Results 1 Total Results

NEVADA FOOD AT FIRST

Unique Entity ID: Y9MBBKNJNNU9

CAGE/NCAGE: 9C7D2

Entity Status: Active Registration

Physical Address:

1036 7TH STREET

NEVADA , IA

50201-1907 USA

Expiration Date:

Aug 05, 2023

Purpose of Registration:

All Awards

Entity Workspace Results 1 Total Results

NEVADA FOOD AT FIRST

Unique Entity ID: Y9MBBKNJNNU9

CAGE/NCAGE: 9C7D2

Entity Status: Active Registration

Physical Address:

1036 7TH STREET

NEVADA, IA

50201-1907 USA

Expiration Date:

Aug 05, 2023

Purpose of Registration:

All Awards

Grant Agreement
CONTRACT FOR Story County Housing Trust – Story County Housing and Direct Care Program
ARPA SUBRECIPIENT NO. 32
Non-Profit Organizations

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Story County Housing Trust, hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 420 Watson Powell Jr. Way, Suite 200, Des Moines, IA 50309, telephone 515-334-0075.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient to *“The use of these funds will be three-fold (1) provide funding to first time home buyers who utilize IFA's existing home buyer assistance program; (2) provide a stipend for direct care staff as a recruitment tool to help fill a huge void of needed professionals in the wake of the COVID-19 pandemic; and (3) work with a local community Story County to purchase, sit, and sell a Homes for Iowa house”* as outlined in Exhibits A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from *“Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds”* dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County’s SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be relocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. **AFFIRMATIVE COVENANTS.**

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of

the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

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

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

(H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the 11th day of October, 2022.

(A) **Termination.**

a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:

- i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
- ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.

c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - f. Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or has delivered to the County in writing a full accounting of all instances of noncompliance); and
 - g. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Annual Reporting. The Subrecipient shall provide an annual, in-person report to the Board of Supervisors.
- (C) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

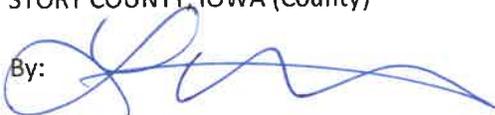
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

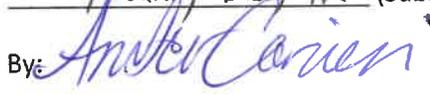
By:


Chairperson of the Board of Supervisors

Dated: 10-11-22

Story County Housing Trust (Subrecipient)

By:


SCHT Board chair

Dated: 10-11-22

Schedule A
Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionately Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:
32

Name of Project:
Story County Housing and Direct Care Program

Organization Name:
Story County Housing Trust

Organization Address:
420 Watson Powell Jr. Way, Suite 200, Des
Moines, IA 50309

**Official Name of Organization (to be used on
contracts):**

Story County Housing Trust

**Official Address of Organization (to be used
on contracts):**

420 Watson Powell Jr. Way, Suite 200, Des
Moines, IA 50309

**Name of CEO/Individual Appointed to Sign
Contracts:**

Amber Corrieri, Board Chair

Contact Person Name, Title, Email and Phone Number:

Andrew Collings, Principal Planner, acollings@dmampo.org, 515-334-0075

Amount of Award

\$470,000.00

Project Summary Narrative

The use of these funds will be three-fold (1) provide funding to first time home buyers who utilize IFA's existing home buyer assistance program; (2) provide a stipend for direct care staff as a recruitment tool to help fill a huge void of needed professionals in the wake of the COVID-19 pandemic; and (3) work with a local community Story County to purchase, sit, and sell a Homes for Iowa house.

Date of Award Notification

July 11, 2022

For Office Use Only

Date Distributed: July 11, 2022 Via Email

EXHIBIT B

Subrecipient Application

Subrecipient Name: Story County Housing Trust

Award #: 32

Award Amount:

\$470,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyiowa.gov.

(Initial each statement after reading)

- AC Did you sign the certification page and initial all the certification statements?
- AC If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.
- AC I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.
- AC I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

AC If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

AC If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

AC I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

AC Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

AC I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Amber Correr

Print Name



Signature

SCHT Board Chair

Title

10-15-2021

Date

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

**SUBMISSION DEADLINE:
Friday, October 15, 2021
4:30 p.m.**

Late applications will not be accepted.

Applications must be submitted via email to ARPA@storycountyiowa.gov
or may be mailed or delivered to:

**Board of Supervisors
Story County, Iowa
ARPA Funding Application
900 6th Street
Nevada, Iowa 50201**

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name:

Story County Housing Trust

Organization Address:

420 Watson Powell Jr Way
Des Moines, Iowa 50315

Contact Person Name, Title, Email
and Phone Number:

Andrew Collings - SCHAT
Administrator
E: acollings@dmampo.org
P: 515.334.0075

Organization Website:

<https://storycountyht.org/>

IRS Designation:

501(c)3

Federal Tax ID:

81-4570694

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

- Yes *(Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)*
- No

What is the intended purpose/use of the funds?

The use of these funds will be three fold (1) provide funding to first time home buyers who utilize IFA's existing home buyer assistance program; (2) provide a stipend for direct care staff as a recruitment tool to help fill a huge void of needed professionals in the wake of the COVID-19 pandemic; and (3) work with a local community Story County to purchase, sit, and sell a Homes for Iowa house.

Households applying for first time home buyer assistance must follow IFA's established income guidelines. All stipend households receiving benefit must be at or below 100% of the area median income as defined by HUD. The household purchasing the Homes for Iowa house must follow their income limit of \$100,000.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last
funding receipt.

\$30,000 - FY 2021 Budget

No

\$10,000 - FY 2022 Budget

PROJECT/PROGRAM INFORMATION

Project/Program Name:

Story County Housing and Direct Care Program

Project/Program Purpose:

The purpose of this program is to:

(1) Improve access to housing for first time home buyers due to increased housing costs exacerbated by the effects of the COVID-19 pandemic by providing grants of \$5,000.

(2) Expand recruitment and retention of direct care workers, childcare works, and workers in other industries that typically pay less and were hit hard by the COVID-19 pandemic. I.e. staff that are vital to industries that typically make less than the median or average wage for Story County. Eligible direct care workers will fall into three main categories tracked by the U.S. Bureau of Labor Statistics: Nursing Assistants (CNAs), Home Health Aides, and Personal Care Aides. Housing stipends of up to \$5,000 will be made available to qualified workers.

(3) Purchase a house from Homes for Iowa to be placed on a lot in Story County outside of the City of Ames.

**Requested Story
County ARPA
funding amount:** \$470,000

Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

Support the public health response

Address negative economic impacts caused by the public health emergency

Invest in water, sewer, and broadband infrastructure

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

The mission of the SCHAT is to: "Address the housing needs of low income persons in Story County by providing innovative and flexible funding from various federal, state and local sources of revenue to produce new and preserve existing affordable housing, promote homeownership, and support homeless and transitional housing services." This project's purpose as described above, fits within our Mission and helps fills several public needs made worse by COVID-19.

(1) Homeownership barriers have existed for low and moderate income populations for a long time. With COVID-19 housing prices have increased dramatically and far outpaced wage increases. By providing down payment assistance, in conjunction with existing IFA programs, we can reduce barriers to homeownership for populations who need it the most.

(2) Provide housing support for direct care, childcare, and other similar type workers who are desperately needed to provide health and over services during COVID-19 and who are experiencing a massive worker shortage and are desperate to recruit and retain workers. Housing vouchers will help address housing barriers for workers in fields that is desperately needed.

(3) According to the Story County Housing Study, nearly 3,000 new units of housing are needed by 2040. New affordable homes, those that sell for around \$220k are identified in the study as a area of need. Housing and materials prices continues to climb due to COVID-19 supply chain impacts. By purchasing and selling a Homes for Iowa house, the SCHAT will contribute to providing additional housing at an affordable price in a climate of ever increasing home prices.

Describe how the success of your project/program will be evaluated and what is the desired community impact.

The success of this program will be the awarding of all funding for first time home buyers and stipend dollars within the given time frame. For the Homes for Iowa house, success will be defined as completing the home and sale of the house an eligible home buyer at or above the total project cost. Proceeds from the house will then be used by the SCHAT to continue purchasing and selling Homes for Iowa houses in Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

SCHT staff will administer the first time home buyer and direct care stipend funding. A pro forma for the Homes for Iowa house has been created and there is funding made available for the development of the lot. The SCHT could fill that role or some other contractor could be used as needed. If a general contractor is utilized, they will be selected by an rfq/rfp process.

The SCHT has been in operation as the IFA approved housing trust fund for Story County since 2018. Current SCHT staff has been administering the housing trust fund for several years and is comprised of professional AICP certified planning staff with an expertise in housing and general grant administration.

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

Due to the timing of this grant opportunity becoming available, the SCHT Board of Directors voted to approve the application at a special meeting held at 2:00 pm on October 15, 2021. A resolution will be sent to the county once prepared and signed by the Board Chair.

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

The SCHT receives yearly contributions from larger communities in Story County and the Story County Board of Supervisors, which provides funding for itself and the smaller communities. It also receives private funding from various entities within Story County. This funding covers the IFA grant local match requirement and general operating needs.

To complete the proposed projects the SCHT will partner with IFA, area employers, and local contractors.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

100% funding is needed in order to complete the Homes for Iowa house. Anything less than the full request would mean that the SCHT would need to find additional funding to complete the house and there would be no guarantee that such funding could be secured.

For the other programs, whatever amount would be awarded would be put towards the stated purpose until the end of the grant or the funding were to be exhausted. Whichever came first.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

None of these projects are ongoing.

Describe the project/program timeline and milestones.

The proposed program timeline are as follows:

(1) - First time home buyer program - Award all funding on a first come first serve basis. The project will be completed by December 31, 2023.

(2) - Direct care voucher program - Award all funding on a first come first serve basis. The project will be completed by December 31, 2023.

(3) - Homes for Iowa house - Complete house and sale to qualified home buyers. The project will be completed by December 31, 2023.

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

Affordable housing is a nationwide need and Story County is no different. COVID-19 has exacerbated housing needs that were already present before the pandemic. Providing expanded housing programming, as well as supporting direct care workers, will help stabilize households who have the greatest need and help an industry who is in desperate need for workers. Helping new home buyers purchase homes will continue the goal of helping LMI populations secure housing and breaking down homeownership barriers.

The Story County Housing Study showed the great need for new housing units, including single-household detached houses. Because of the mission of the SCHAT, the development of new housing will be done at the lowest price possible and sold to the households who need it the most. It will also become possible to continue to develop homes every year to help the County meet its new housing units target.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for administrative or management fees? *10% - Is included in the application*

Are you accessing alternative funding sources? If yes, please list sources.

Yes *Sources*

No

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement. *Yes, it will be included*

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing. *Yes, it will be included*

For cities: did you apply/receive your ARPA Funds*?

Apply

Receive

Yes

Yes

No

No

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

The proposed project components and a description of their implementation are as follows:

(1) Provide \$5,000 to first time home buyers Improve access to housing for first time home buyers. This will be implemented as an add-on option to the Iowa Finance Authority's existing first tie home buyer program. IFA has existing qualified home lenders and guidelines that has a proven track record of success. The additional \$5,000 on top of IFA's funding will be used to help home buyers purchase a house and increase the chances for sustainable success for grantees. The SCHAT will also help promote both programs to qualified

(2) The SCHAT will work with direct care, childcare, and other employers to promote the home buyer program from item 1 and the owner-occupied repair program currently offered by the SCHAT for eligible workers currently employed. For recruitment the SCHAT will provide a stipend every month to help cover housing costs up to \$5,000 over the course of the year (12 months). The stipend will be provided through their paycheck by the employer.

(3) Purchase a house from Homes for Iowa to be placed on a lot in Story County outside of the City of Ames. Quality affordable housing is at a premium in Story County and new construction priced in the low \$200k is non-existent. As of this writing, 10-11-21, there are no new construction homes for sale anywhere in Story County below \$250k. There are four total found on the MLS and all of them are \$420k or above. The SCHAT may act as the developer but may select a contractor instead through an RFP/RFQ process. The house price would include a 3 bedroom/2 bathroom house set on either slab on grade or crawlspace type foundation, a 24x20 garage, and a concrete driveway. The house can be scaled back as needed to hit a certain price point. The SCHAT can also provide funding to make the house more affordable subject to approval from the Board of Directors.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

32

Name of Project:

Story County Housing and Direct Care Program

Organization Name:

Story County Housing Trust

Performance Measures:

- On a quarterly reporting basis, address:
 - Number of first-time home buyers in down-payment assistance program
 - Amount (\$) of payments for down-payment assistance
 - Number of participants receiving stipends Amount (\$) of payments for stipend programs
 - Project timeline and progress update for Homes for Iowa house
 - Placement of Homes for Iowa house
 - Final cost of Homes for Iowa house
 - Sale amount, date of closing
 - Demographic information on all of those assisted
 - Success stories
-

For Office Use Only

Date Distributed: July 11, 2022 Via Email

Closure No. 23-19

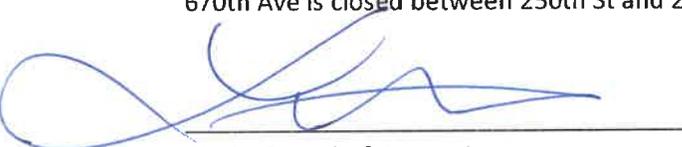
Date October 6, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 23/24 Nevada Twp on

670th Ave is closed between 250th St and 255th St



Chair, Board of Supervisors

Attest:



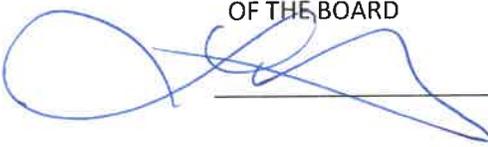
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0

Above tabulation made by 



CHAIRPERSON

Closure No. 23-20

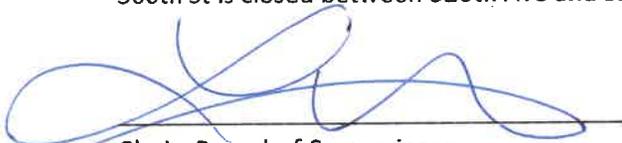
Date October 6, 2022

Resolution

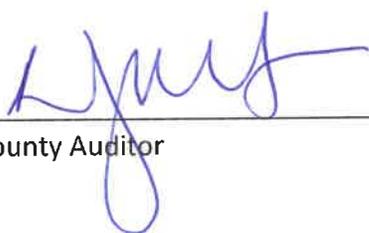
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 9/16 Palestine Twp on

300th St is closed between 520th Ave and 530th Ave



Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

STORY COUNTY UTILITY PERMIT

Date 10/3/22

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 220th St. From the north side of the road under to the south a distance of 92 ft.

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

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

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 9-30-22

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 10-3-22

515-382-7355

County Engineer

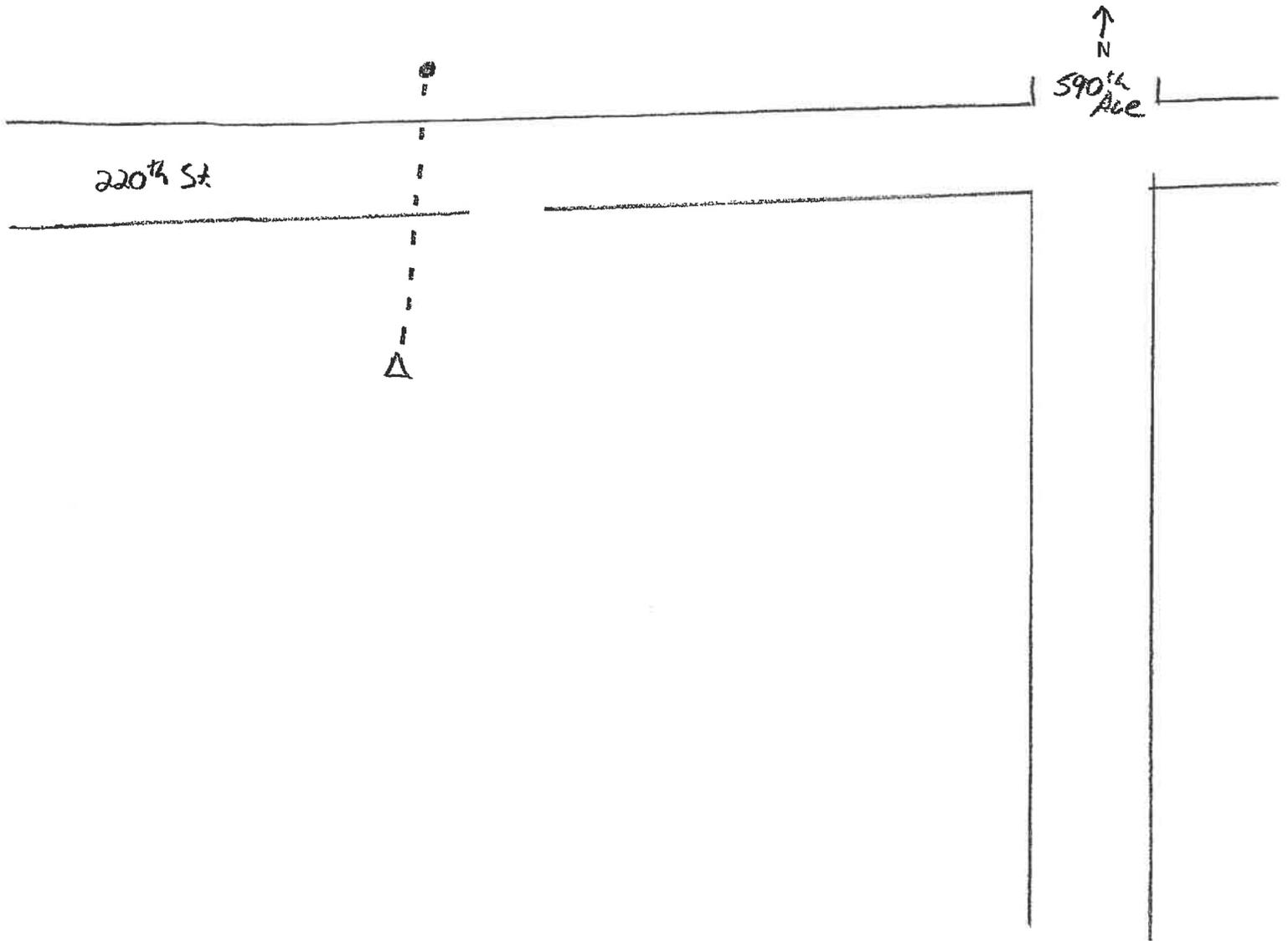
Phone no.

Approved:

Date 10-11-22

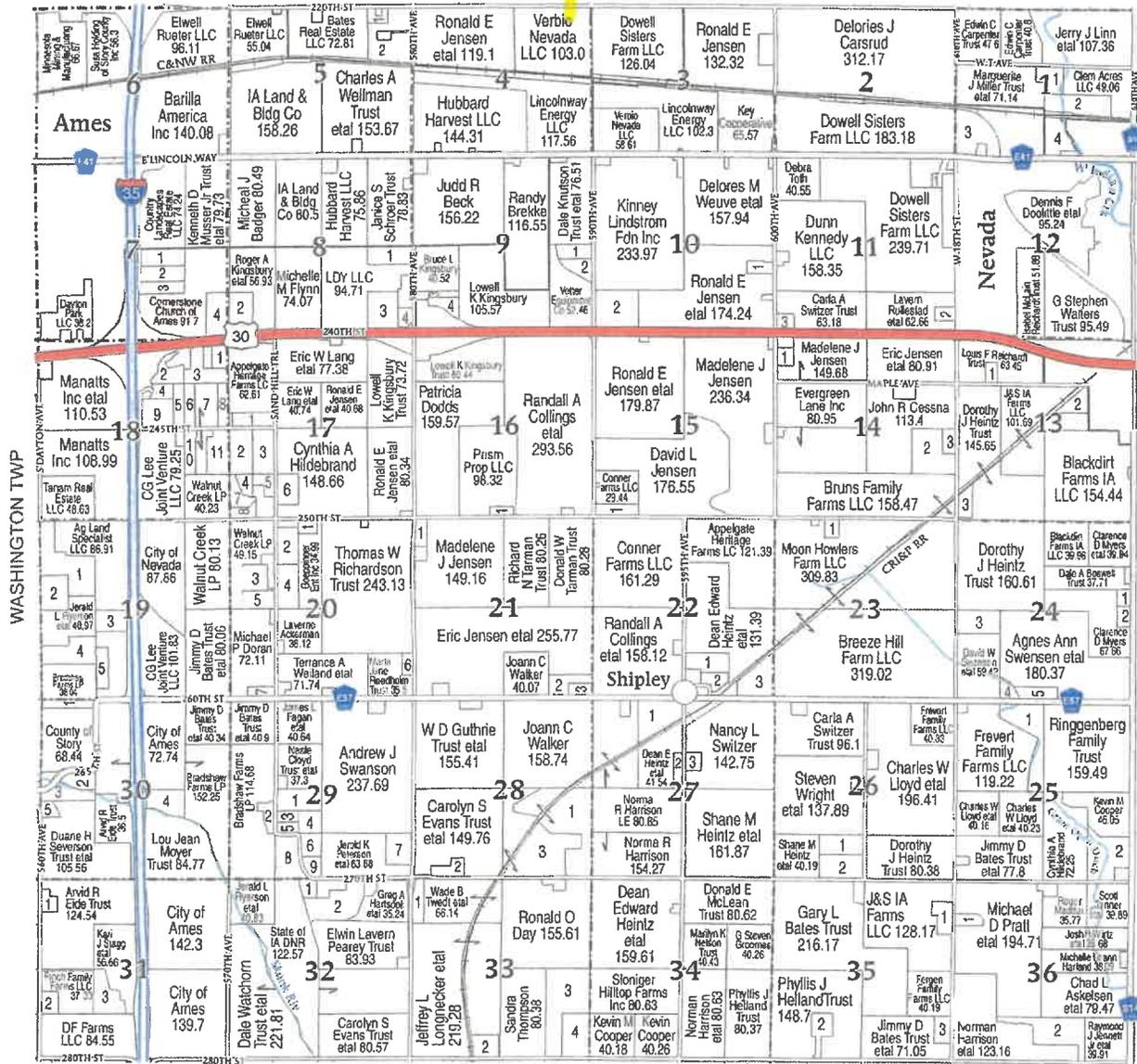
Chair, Board of Supervisors
Story County, Iowa

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



Bore under the roadbed and ditch a minimum of 4 foot and install three 2 inch Ducts containing 7200 volt electric cable for a new building.

(Landowners)
MILFORD TWP



UNION TWP

GRANT TOWNSHIP

SECTION 1

- 1 SAMSON, ROGER L ETAL 13.66
- 2 WEST INDIAN RESEARCH ACRES LLC 25.55
- 3 DOWELL SISTERS FARM LLC 31.46
- 4 MCHOSE, ALAN W 19.01

SECTION 2

- 1 MILLER, TRACY E ETAL 5.3
- 2 HOLUB, GARDEN ETAL 38.52

SECTION 3

- 1 WEISS, STEVEN 15.72
- 2 BRACE, KEVEN E ETAL 13.79
- 3 NESBITT, TYLER T 10.81
- 4 CAMPUS BAPT ST CHURCH 19.25

SECTION 4

- 1 BLAIR, PATRICK D ETAL 16.64
- 2 STATE OF IA DOT 19.22
- 3 LARSON LEASING LC 23.21
- 4 ARMSTRONG JR, JAY DAVID 5.34

SECTION 5

- 1 KNUXTSON TRUST, DALE ETAL 10.8
- 2 SATRE, WAYNE 10.2
- 3 KINGSBURY, BRUCE 6.21
- 4 STATE OF IA 8.17

SECTION 6

- 1 CRNF, JAY 6.45
- 2 CNH INDUSTRIAL AMERICA 33.63

SECTION 7

- 1 THOSTRUP, TOMMY S 5.61
- 2 RULLESTAD, LAVERN ETAL 6

SECTION 8

- 3 DAKARIAN, TERRI L ETAL 5.89

SECTION 9

- 1 ANDERSON, BRETT W 5.27
- 2 CENTRAL IA FS INC 9.73
- 3 BALLARTHYNE DAVID M ETAL 8.44

SECTION 10

- 1 BAKER, MICHAEL D ETAL 6.43
- 2 ANDERSON FAMILY 33.32
- 3 LEGACY FARMS LLC 7
- 3 FILBRANDT, SHARI K 7

SECTION 11

- 1 SMALLEY, SCOTT W ETAL 11.59

SECTION 12

- 1 BORWICK, KENNETH A ETAL 5.1

SECTION 13

- 1 KINGSBURY, BRUCE L ETAL 13.13
- 2 AULT, HAROLD 20.52
- 3 HUMPHREY, ROBERT L ETAL 20.56
- 4 WOODMAN TRUST, WILLIAM F 6.01
- 5 BURLESON, TERRELL A 7.67
- 6 PAFF, LYNNE 13.87
- 7 LARSEN, KEMI M ETAL 8.92
- 8 BURKE TRUST, KATHLEEN A 6.47

SECTION 14

- 1 SIMPSON ENTERPRISES LLP 7.46
- 2 IS REAL ESTATE LLC 12.45
- 3 RIDOUT, KIRK M ETAL 19.41
- 4 BARTEN, JOANN L 6.21
- 5 KRAAYENBRINK, DEREK J ETAL 9.94
- 6 CABLE TRUST, GERALD D 9.98
- 7 ANDERSON TRUST, BRIAN L 30.93

SECTION 15

- 1 COGGSHALL, JANIS K 16.54
- 2 FRENCH, JODI MARIE ETAL 7.86
- 3 HEINTZ, DEAN E ETAL 23.64

SECTION 16

- 8 KINGSBURY, DENNIS R 10.09
- 9 JOHANNES, MILDRED I 19.34
- 10 RUIGH, DA, E E ETAL 10.17
- 11 STUVE JR, FREDERICK W 19.1

SECTION 17

- 1 DES MOINES HEAVY INDUSTRIAL LLC 43.12
- 2 SKEEZIKS LLC 18.8
- 3 GANNON REAL ESTATE & CONSULTING LC 13.35
- 4 COUNTY OF STORY 25.3
- 5 CG LEE LLC 10

SECTION 18

- 1 ANDERSON, MEGAN ELLEN 5.24
- 2 STANTON, OSH ETAL 16.52
- 3 SIMPSON, MARK R ETAL 13.38
- 4 SCHADE, ROSS ARTHUR ETAL 19.58
- 5 SWENSON, DAVID A ETAL 11.59
- 6 SCHLOTTFELD, PAUL A ETAL 5.06
- 7 GAUL, BETHANY R ETAL 6.89

SECTION 19

- 1 WORMLEY, GEORGE W M ETAL 7.14
- 2 ROBINSON, LARRY ETAL 13.17
- 3 ROBINSON, JEFF W ETAL 6.89

SECTION 20

- 1 ANDERSON, MEGAN ELLEN 5.24
- 2 STANTON, OSH ETAL 16.52
- 3 SIMPSON, MARK R ETAL 13.38
- 4 SCHADE, ROSS ARTHUR ETAL 19.58
- 5 SWENSON, DAVID A ETAL 11.59
- 6 SCHLOTTFELD, PAUL A ETAL 5.06
- 7 GAUL, BETHANY R ETAL 6.89

SECTION 21

- 1 WORMLEY, GEORGE W M ETAL 7.14
- 2 ROBINSON, LARRY ETAL 13.17
- 3 ROBINSON, JEFF W ETAL 6.89

SECTION 22

- 1 COGGSHALL, JANIS K 16.54
- 2 FRENCH, JODI MARIE ETAL 7.86
- 3 HEINTZ, DEAN E ETAL 23.64

SECTION 23

- 1 ASIES, DAVID C ETAL 5.55

SECTION 24

- 1 HEINTZ, MARK W ETAL 5.19
- 2 COUSSENS, BRYAN ETAL 6.65
- 3 WIRTH, RICHARD J ETAL 20.38
- 4 SWENSEN, AGNES ANN 6.74
- 5 SWENSEN, DAVID W ETAL 11.85

SECTION 25

- 1 CLOUGH TRUST, JOHN ETAL 37.85
- 2 GRANDGENETT, CRAIG ANTHONY ETAL 36.5

SECTION 26

- 1 HARRISON, TRAVIS J ETAL 17.64
- 2 HARRISON, JAMES M ETAL 22.53

SECTION 27

- 1 HARRISON, DANHY ETAL 29.07
- 2 RIPLEY, MERWYN DALE ETAL 6.65
- 3 MILLIGAN, KELLY R ETAL 6.1

SECTION 28

- 1 HARRISON, JAMES M ETAL 72.94
- 2 TRICKEY, CRAIG A ETAL 10.18
- 3 PETERS, SUZANNE S 80.63

SECTION 29

- 1 WHITAKER, ANN ELIZABETH ETAL 20.25
- 2 BOND, BRADLEY J ETAL 8.05
- 3 GERINGER, KERRY G ETAL 5.06
- 4 EDWARDS, BRUCE LYNN ETAL 10.09
- 5 COUTURE, LAWRENCE D ETAL 5.08
- 6 CARSON, BRANDON D ETAL 10.01
- 7 BELLIN TRUST, STEVEN I ETAL 16.62
- 8 VANHAUEN, CLINT D ETAL 23.2
- 9 COX, REBECCA JO ETAL 7.7

SECTION 30

- 1 HARRISON, SHAYN ETAL 6.78
- 2 PETERSON, KEVIN N ETAL 35.14

SECTION 31

- 1 RYERSON, JERALD ETAL 8.67
- 2 JUNKINS TRUST, MARY LOUISE 16.17
- 3 HOGES, GREGORY J 15.29
- 4 STATE OF IA DOT 19.36
- 5 THOMASON, DARYL L ETAL 5.26

SECTION 32

- 1 HOLMES, DEBORAH K 6.57
- 2 DUNN, RYAN J ETAL 8.01
- 3 FINCH, HEATH DAVIS ETAL 20.2

SECTION 33

- 1 QUAM, DEREK D ETAL 5.94
- 2 NELSON, RICHARD S ETAL 31.83

SECTION 34

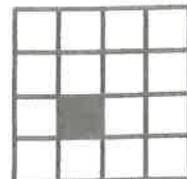
- 1 JENSEN, ROBERT M 9.95
- 2 DANNEK, RICHARD J 12.39
- 3 OXFENFORD JOANNE FAUSCH FAMILY FARM CORP 54.98
- 4 FLYNN JOAN FAUSCH FAMILY FARM CORP 25.06

SECTION 35

- 1 HYNES, JOLENE L 12.43
- 2 BENTON, BRODY ETAL 12.31
- 3 BERGMAN, RYAN WILL AM ETAL 9.44

SECTION 36

- 1 HARRISON, SHAYN ETAL 6.78
- 2 PETERSON, KEVIN N ETAL 35.14



STORY COUNTY UTILITY PERMIT

Date 10/6/22

To the Board of Supervisors, Story County, Iowa:

The Interstate Power and Light (Alliant Energy) Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XF Place, Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Gas and Electric on secondary route Lincoln Highway from Middle of Lincoln Hwy to 45' north of center line, a distance of 0.0852 miles.

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

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

Installing 2" gas plastic gas 55 lb main pressure and 1" gas plastic service to residence. Riser down transformer pole to feed service to residence.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

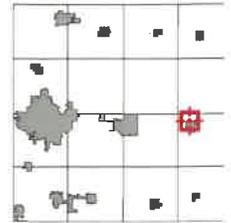
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all



Overview



Legend

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Center lines

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 10/5/2022
 Last Data Uploaded: 10/5/2022 12:06:40 AM



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Ryan Wiemold, Parks Superintendent
Date: October 11, 2022
Re: Consideration of McFarland Lake Restoration Project Final Plans, Specifications, Form of Contract and Authorization to Release Bids.

The attached final plans, specifications and form of contract of the McFarland Lake Restoration Project, have been developed by Shive Hattery engineers, conservation staff and Department of Natural Resources staff. The design includes sediment removal, sediment forebay construction, lake drawdown infrastructure, shoreline stabilization, and improved lake access and amenities. The new forebay will be constructed on Department of Transportation ROW and a permit has been acquired for such.

We request authorization to release an invitation for bids and set a bid opening date of November 8, 2022.

Staff urges your approval and recommendation to the Board of Supervisors.

Approval

Disapproval

Date

Date

10.11.22

**RESOLUTION NO. 23-32
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 22-98 dated June 28, 2022 set appropriations by department for Fiscal Year 2023, and

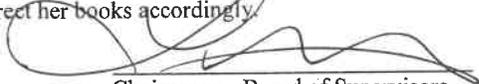
WHEREAS, Resolution No. 23-14 dated August 30, 2022 amended appropriations by department for Fiscal Year 2023, and

WHEREAS, Resolution No. 23-18 dated September 6, 2022 amended appropriations by department for Fiscal Year 2023, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

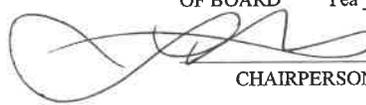
<u>Dept. # & Name</u>	<u>\$ Amount</u>	<u>Dept. # & Name</u>	<u>\$ Amount</u>
01 - Bd of Supervisors	593,067	02 - Auditor	667,467
03 - Treasurer	540,465	04 - Attorney	1,710,907
05 - Sheriff	5,713,095	07 - Recorder	231,472
08 - Animal Control	322,642	20 - County Engineer	4,591,427
21 - Veteran Affairs	68,234	22 - Conservation Bd	2,371,093
23 - Environmental Hlth	185,265	24 - IRVM	184,010
25 - General Assistance	234,415	26 - Comm. Life	41,032
50 - Human Serv Center	367,745	51 - Fac Mngmt	449,422
52 - Info Technology	715,662	53 - Plan & Development	205,570
54 - Justice Center Fac	496,620	59 - Dept. Human Serv	32,600
61 - Juvenile Ct. Serv	70,025		

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 11th day of October, 2022 and the Auditor is directed to correct her books accordingly.


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL	Latifah Faisal	Yea ✓	Nay	Absent
FOR ALLOWANCE	Lisa Heddens	Yea ✓	Nay	Absent
	Linda Murken	Yea ✓	Nay	Absent

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0
 Above tabulation made by 
CHAIRPERSON



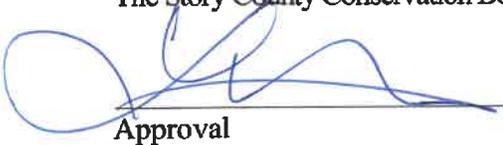
Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Sara Carmichael, Watershed Coordinator
Date: October 11, 2022
Re: Consideration of Purchasing a Maverick Tile Finder System for \$6,775.00 (unbudgeted).

We are seeking your approval for the purchase of a Maverick tile finder system to help with the Edge of Field program. The City of Ames and the Story County Soil and Water Conservation District (SWCD) are supporting this purchase and will contribute towards the purchase of the system. The attached quote outlines the cost of the system including a power rewind kit for a total of \$6,775.00.

We are requesting authorization to purchase the system, being reimbursed by our partners. SWCD has approved \$1,886.00 towards the purchase and the City of Ames has agreed to split the balance with Story County of \$2,444.50 each. Funds for the county portion will come from donations toward the water quality program.

The Story County Conservation Board recommends your approval.


Approval

10-11-22
Date

Disapproval

Date

Quote

CUSTOMER COPY



From:	MAVERICK, INC. 11261 Highway 69/P.O. Box 331 Story City, Iowa 50248 Main (515) 685-2818 Fax (515) 685-3113 www.gomaverickinc.com	Invoice#	Quote
		Date	Wednesday, August 24, 2022
To:	Story County Conservation 900 6th St. Nevada, IA 50201	Phone	(515) 598-1652
		Fax	
		Cellular	
		email	scarmichael@storycountyiowa.gov
Attention	Sara Carmichael Watershed Coordinator	Deposit	\$0.00
Customer PO #		Subtotal	\$6,775.00
		Tax	0.00%
		Invoice Total	\$6,775.00
		Amount Due	\$6,775.00

Quantity	Serial # / Part #	Description	Unit Price	Extended Price
1	Pending	Tile Finder "V2" 650' Rod/Reel	\$1,975.00	\$1,975.00
1	ICMR-HT	Assisted Manual Rewind	\$480.00	\$480.00
1	Pending	Power Rewind Kit	\$1,095.00	\$1,095.00
1	PRB	Power Rewind Motor Bracket	Included	
1	PB	Power Box	Included	
1	Pending	Mav Traq "ONE TOUCH" Locator Pkg	\$3,225.00	\$3,225.00
Accessories				
	144-01	512 Hz Beacon	\$295.00	
	004-TC	Transport Carrier	\$395.00	

Restocking fee of 20% on all returned parts

Customer pays shipping on all returned parts

No Return on Dig It Parts or Custom Order Plow Blades

Subtotal	\$6,775.00
Tax	\$0.00
Freight	\$0.00
Total	\$6,775.00

SALESPERSON
Terry Murphy
CHECK #SHIPPED VIA
Pending
CREDIT CARD TYPETRACKING INFORMATION
CREDIT CARD #DATE SHIPPED
Pending
EXPIRES / CODEPAYMENT TERMS
Pending
TRANSACTION ID***Thank you for letting us serve you!***Signature: By Phone/EmailDate: 8/24/2022

2022 ISAC Executive Committee

PRESIDENT

Richard Crouch
Mills County Supervisor

1ST VICE PRESIDENT

Brian Gardner
Linn County Sheriff

2ND VICE PRESIDENT

Barry Anderson
Clay County Supervisor

3RD VICE PRESIDENT

John Werden
Carroll County Attorney

2022 ISAC Board of Directors

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Richard Crouch
Mills County Supervisor

ISAC Executive Director

William R. Peterson

October 4, 2022

To: Iowa County Boards of Supervisors

From: William R. Peterson, Executive Director

Re: Procedures and Standards for Minimizing Soil Compaction on Agricultural Lands During Utility Construction on Wet Soils

The Iowa State Association of Counties (ISAC) and Iowa State Association of County Supervisors Association (ISACS) have been requested to contract for an analysis that will allow for the development of procedures and standards to assist in the mitigation of soil compaction on agricultural lands caused by utility construction occurring on wet soils. The Principal Investigator for this analysis will be Dr. Mehari Tekeste, Association Professor, Agricultural and Biosystems Engineering at Iowa State University in Ames, Iowa.

The analysis will investigate the methods to determine field soil wetness and establish a relationship between in-situ (field) soil water, precipitation from real-time data, and degree of soil bearing capacity for minimizing heavy-load induced rutting. Soil samples will be collected from the previous Dakota Access Pipeline impacted soils and four other locations with different drainage classes on sites where new construction activities will be carried out.

The specific objectives of the study are as follows:

1. Determine in-situ (field) soil moisture and wetness at various soil consistency from field sampled soils at top and subsoil layers. The soil cone penetrometer will be measured at the sampling sites to document the in-situ degree of soil compaction before construction activities.
2. Measure soil testing on mechanical and physical properties according to ASTM International and the American Society of Agricultural and Biological Engineers (ASABE) standards for establishing the degree of soil consistency (plastic limit, liquid limit) and proctor density levels.
3. Mathematically estimate the rainfall event that creates soil wetness and weak soil bearing capacity for excessive rutting and estimate the number of days allowing the soil to regain its load-bearing support with less soil rutting.

The findings from this research will be published in scientific journals and presented at organized extension meetings and professional conferences. The outcome of the results will assist in developing inspection standards for utility construction activities on wet soil conditions, and later after feedback from field technicians, the findings can be incorporated into state regulations for minimizing soil compaction and protection of agricultural lands (for example Iowa Utilities Board (IUB) Code on Chapter-9 6.8).

The ISAC and ISACS Executive Committees have agreed to contract with Iowa State for the analysis and request voluntary contributions from Iowa's 99 counties to pay for the project. The cost of the project is \$51,098. There are currently three companies planning construction of carbon sequestration pipelines. These pipelines will cross a total of 70 counties in Iowa; however, the finding of this research will benefit agricultural landowners in all future utility construction activities. In anticipation that not all counties will agree to the voluntary participation, the Executive Committees have recommended that all counties contribute \$600. Counties making a voluntary contribution should send their contributions by November 15, 2022 to:

Iowa State Association of Counties

Soil Compaction Project

5500 Westown Parkway, Suite 190

West Des Moines, Iowa 50266

APPROVED

DENIED

Board Member Initials: *[Signature]*

Meeting Date: 10-11-22

Follow-up action: _____

All funds for this project will be accounted for separately.

I have attached a copy of the research proposal for your review. If you have questions, please do not hesitate to contact me at bpeterson@iowacounties.org or cell phone at 515.240.1562.

Richard Crouch

Richard Crouch
ISAC President
Mills County Supervisor

Tim Neil

Tim Neil
ISACS President
Bremer County Supervisor

William R. Peterson

William R. Peterson
ISAC Executive Director

Procedure for Determining Soil Wetness during Construction of Underground Utilities to Minimize Excessive Soil Compaction on Farm Soils

Principal Investigator (PI): Mehari Tekeste, Associate Professor, Agricultural and Biosystems Engineering, Iowa State University, 2331 Elings Hall, Ames, Iowa, 50011.; 515-686-7102; mtekeste@iastate.edu ; and **CO-PI: Mark Hanna**, Retired Professor, Agricultural and Biosystems Engineering, Iowa State University

I. Brief Project Justification and Rationale:

ISU investigated the impacts of pipeline construction activities on soil and corn-soybean yield from Dakota Access, LLC (DAPL) project, where a 30-inches diameter pipe was installed over 1,886 km (1172 miles) to transfer crude oil in the USA from North Dakota to Illinois. At the ISU experimental study site along the DAPL with a dominant soil series of Clarion loam, the pipe was buried at 1.2 m deep from the top soil surface after earth machinery work, consisting of topsoil (20-inches) removal and separation of the subsoil from topsoil. Heavy-axle load machinery operation in the Right-of-Way (ROW) on wet soil conditions (21.5% dry basis) resulted in a mean soil bulk density of 1.67 Mg/m³ (at 96% of Proctor compaction density) in year-one after pipeline installation. After subsoil tillage to remediate the

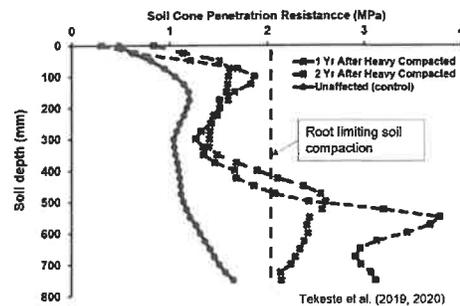


Figure-1 Soil penetration resistance after deep tillage (500-800 mm) applied in 2016

excessive soil compaction induced from the machinery trafficking during construction, the magnitude of soil compaction exceeded root-limiting soil compaction (2.0 MPa (290 pounds per square inch (PSI)) at the subsoil layer, as shown in Figure 1. Soybean-corn yield measured at the study site showed percent losses of soybean by 18% (year-one; 2017) and 22% (year-three; 2019); and percent losses of corn by 11% (year two; 2018) and 19% (year four; 2020). Detailed results on soil and crop data from the pipeline study at ISU are available in our published articles (Tekeste et al., 2019 & 2020, Ebrahim et al., 2022). Based on our six-year study on soybean-corn rotation farms impacted by the DAPL pipeline construction activities and our previous study on soil compaction from agricultural machinery, measurement of the soil wetness in relationship to the equipment size and soil types and limiting heavy-machinery traffic intensity at low soil bearing capacity is very important. Working on wet soil conditions and soil mixing were identified as the major factors affecting the soil health properties during construction. From the DAPL project along the 347 miles pipeline installed in Iowa, approximately 57 tons per mile of topsoil was removed and backfilled to the ROW. With the new proposed total pipeline mileage of 1580 miles from Summit Carbon Solutions and Navigator CO₂ in Iowa, approximately *ninety thousand tonnages* of topsoil could be removed.

Future construction utility activities, including pipeline, solar and wind projects, on high-productive soils in the Corn-Soybean belt of the USA farms should have methods to quantitatively determine the degree of soil wetness that field technicians or inspectors could use for limiting or delaying heavy-machinery traffic. The IUB code chapter-9 6.8 does not address the wet soil working conditions, a crucial management strategy to minimize excessive soil compaction. Due to the limited scientific study on the relationship between soil wetness of agricultural soils impacted by construction utilities activities and its impacts on restoring the farmlands along the pipeline lanes to normal food production, further research is needed to determine the field methods for measuring wet soil conditions, and define its relationship to soil

bearing capacity. The study's outcome will benefit state regulator institutions and constructors working on agricultural farms with heavy machinery for construction utilities installation for generating decision support to reduce excessive soil compaction.

II. Brief Description of Proposed Research:

The proposed study will investigate the methods to determine field soil wetness and establish a relationship between in-situ soil water, precipitation from real-time data, and degree of soil bearing capacity for minimizing heavy-load induced rutting. Soil samples will be collected from the previous DAPL impacted soils and four other locations with different drainage classes on sites where new construction activities will be carried out.

Specifically, the objectives of the study are;

- (1) Determine in-situ (field) soil moisture and wetness at various soil consistency from field sampled soils at top and subsoil layers. Measurement of soil cone penetrometer will be done at the sampling sites to document the in-situ degree of soil compaction before construction activities.
- (2) Measure soil testing on mechanical and physical properties according to ASTM and ASABE standards for establishing the degree of soil consistency (plastic limit and liquid limit) and proctor density levels.
- (3) Mathematically estimate the rainfall event that creates soil wetness and weak soil bearing capacity for excessive rutting, and estimate the number of days allowing the soil to regain its loading bearing support with less soil rutting.

Statement of Communication and Outreach Strategies

The findings from this research will be published in scientific reporting and presented at organized extension meetings and professional conferences. The outcome of the results will assist inspection of construction utilities activities on wet soil conditions, and later after feedback from field technicians, the findings can be incorporated to state regulations in minimizing soil compaction (for example IUB Code on Chapter-9 6.8).

III. Proposed budget:

The budget for professional & scientific (faculty, technician and students) (salary & fringe benefits) materials and supplies, soil analysis services and travel is estimated \$51,098.

IV. Proposed Project Period:

- a. Meeting for Reviewing Project Deliverables (Sept-9, 2022)
- b. Field Soil Sampling (Oct-15, 2022)
- c. Soil testing (Jan-30, 2022)
- d. Data analysis (rainfall, soil properties, and mathematical modeling) (April-15, 2023)
- e. Reporting (June 15, 2023)



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: October 11, 2022
Re: Consideration of Award of Contract to Butch's Construction for Repairs at 2809 South Riverside Drive Park Ranger Residence. Unbudgeted

We are requesting your approval for the construction and related material for repairs at the 2809 South Riverside Drive Ranger Residence. These repairs include the removal of a dilapidated door which led into the previously removed greenhouse, installation of post to support roof overhang with corresponding soffit replacement and replacement of siding to match existing siding. Butch's Construction is the low responsive quoter at \$4,900 for construction costs with material costs of \$1,937, totaling to \$6,837. We are requested this amount be amended in the FY23 budget.

The Story County Conservation Board requests your approval.

Approval

10.11.22
Date

Disapproval

Date

Butch's Construction

536 10th St.
Nevada, IA 50201

Cell Phone (515) 460-1814
Home Phone (515) 382-6709

ESTIMATE
(Valid for 30 days)

DATE <i>6/10/11</i>	<input type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL	<input type="checkbox"/> WILL CALL <input type="checkbox"/> DELIVER	PHONE <i>Russ: 712 358-2585</i>
NAME <i>Stacy County Construction</i>		NOTES <i>Customer buys all material</i>	
ADDRESS <i>2809 South Riverside</i>			
<i>Ames IA 50010</i>			

ITEM TO BE SERVICED

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
		<i>Labor</i>		<i>4900.00</i>

LABOR PERFORMED <i>Year out door siding install post beside & south corner section of house</i> <i>Thank you Russ</i>	TOTAL MATERIALS	
	TAX	
	TOTAL LABOR	<i>4900.00</i>
	TOTAL AMOUNT	<i>4900.00</i>

DATE WANTED <i>1/1</i>	DEPOSIT \$	RECEIVED BY
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ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING OR ANY OTHER CAUSES BEYOND OUR CONTROL.

CUSTOMER SIGNATURE

CUSTOMER COPY 1774

INVOICE

16817

COOK SIDING SUPPLY, INC.
 606 West 1st Street · Box 516
 Wall Lake, Iowa 51466
 "Western Iowa's Complete Siding Supply Center"
 Home of Life Tek Alloy
 (712) 664-2146 · (800) 397-4545
 Fax (712) 664-2150

TO: *Butch Oxley Const*

SHIP TO: *Butch Oxley*

Oxley - 515-460-1814

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4 <i>10</i>	<i>4x8 d-y Walnut Corder</i>	<i>374.50</i>	<i>1498.00</i>
10	<i>5</i>	<i>14.95</i>	<i>149.50</i>
10	<i>Finish</i>	<i>18.95</i>	<i>189.50</i>
			<i>1977.00</i>
	<i>No Tax</i>	<i>-</i>	<i>00</i>
	<i>Freight</i>	<i>140</i>	<i>140.00</i>
			<i>1937.00</i>



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

Road Department
Quarterly Board Report
10-11-2022

Maintenance Work Update:

The mostly dry summer has allowed us to get quite a bit of road maintenance work completed. Along with our normal culvert replacements and ditch cleaning work, we were able to complete a few gravel road regrade projects on South S Ave., 19th St., and 310th St. near Huxley. We will also continue to work on some bridge repairs and erosion control projects until the ground freezes. We have also started preparing our equipment and salt/sand stockpiles for winter.

Construction Project Updates:

11 projects planned in 2022:

	<u>Cost</u>	<u>Status</u>
R38 Asphalt Overlay	\$ 2,360,000 - Fed. Aid	Completed
S27 Asphalt Overlay	\$ 984,000 - FM	Completed
Sherman 12 Bridge	\$ 290,000 - FM	
Collins 7 Box	\$ 93,000 - FM	Completed
Indian Creek 11 Box	\$ 71,000 - FM	Completed
Washington 24 Bridge	\$ 203,000	Completed
Lafayette 5 Bridge	\$ 72,000	In-progress
Union 28 Box	\$ 78,000	Completed
Lincoln 20 Bridge	\$ 111,000	Completed
Lincoln 35 Bridge	\$ 111,000	Completed
Nevada 24 Bridge Deck	\$ 65,000	

Construction Project Design:

- 220th St. (13th St.) paving: R.I.S.E. – Project is still on hold due to r.o.w. acquisition issues. Verbio damaged the gravel road while performing construction in wet conditions this spring but the road has held up since we put new rock down. The City of Nevada was billed for some of this rock since most of the damage was on their portion.
- We are working with the City of Maxwell to apply for funding through the City Bridge Program with the DOT in order to replace the two shared bridges on 325th St. The County may assist with design and matching funds. The City sent in the required forms to the DOT to get the bridge on the funding list but we will not find out if it is funded until next summer.

R38 Construction:

The asphalt work was completed and the shoulder rock was finished on Sept. 30th. The asphalt was widened an additional 10' at the gravel road intersections in order to try to help keep rock off of the bike trail and it will also improve the safety when blading the intersections. Since it was such a large project, traffic was impacted for about a month so we appreciate the public's patience during the project, especially the residents of Kelley, who were also impacted by the DOT closure of E57 at the same time.

E-57 Culvert:

We discovered a culvert under the E-57 pavement near Hwy 69 that is need of replacement and will need to be bored. The pipe bore for the DOT was delayed many months but this contractor is still planning to complete our work yet this fall.

2022 Contract Maintenance Projects:

- Contract Rock Hauling, southwest ¼ of the county: \$650,000 - done
- Asphalt crack sealing, E63, E29, North Dakota: \$160,000 - done
- Bridge deck patching, S27 south and Cameron School Road: \$105,000 – ½ done
- Bridge deck patching, Hickory Grove and R38 north: \$85,000 - done
- Pavement markings: \$100,000, delayed due to paid shortage
- Country Club culvert liner: \$60,000 - done
- Denco bridge and culvert concrete repairs: \$60,000 - done

FY22 Budget:

We had many items carry over into FY23 so our FY22 ending fund balance is going to look artificially higher than normal this year. Some of these carryover items include \$350,000 for two trucks where delivery has been delayed, bridge deck patching, culvert repairs, pavement markings, and all of our locally funded contract construction work. A large portion of our balance will be used to purchase motor graders next year.

680th Speed Limit Issue:

We installed the additional curve sign with the speed advisory and the homeowner removed the speed limit sign that they installed in the road right-of-way without permission. The issue appears to be resolved.

Motor Grader Lease:

CAT has indicated that they should be able to lock in a price quote soon for the 10 new motor graders for March 2024 delivery. As soon as they do, I will bring the numbers to the board so that we can continue to discuss our options. I will be recommending that we purchase the new motor graders instead of doing a lease this time to give us more flexibility in the future.

Dump Truck Orders:

We finally received our single axle truck that was ordered in February of 2021 and the mechanic service truck that was budgeted last FY. We have another tandem axle truck ordered that we may not see until FY2024. We are also having a difficult time finding and supplier that will order a sign truck chassis for this FY.

New Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA

-DOT finalized the distribution formulas on July 12th for existing programs, STBG, BFP.
-This bill added a number of new competitive grant programs, INFRA, BIP, RAISE, SS4A, and Rural. We are looking at statewide applications to be competitive.

-ICEA Grants Committee has met several times, Grant Coordinator job has been posted.

--SS4A: (Safety) Submitted application for Safety Action Plans.

--BIP: (Bridge) ICEA resubmitted last year's bridge application that was not approved, (8 bridges \$47 mil). No Story County bridges were in this application.

--Starting to gather Road and Bridge projects for next application period.

Bridges: E15 Bridge due to I-35 emergency detour route

590th Ave. Bridge due to ethanol plant

150th St. Skunk River Bridge – recreational area, canoe access

Roads: 220th St. due to ethanol plant

Lincoln Hwy into Marshall County

2022 Iowa Legislation:

HF 2130: All-Terrain Vehicles

- Story County has already seen one fatality and an increase in gravel road damage at intersections due to ATV use.

SF 2376: All Systems Permit and Heavier Loads

- Allows 12% increase over current allowable weights, need to rerate bridges again.
- By 2025, county must participate in All Systems Permit, hard to implement

City of Ames Construction:

The City of Ames recently reopened 580th Ave. south of Lincoln Hwy after having it closed for nearly a year. This closure added additional traffic to 590th Ave. over the past year which has deteriorated the gravel road and the wood bridge. We know of at least two overweight loads that tried to cross the load posted bridge. Now that 580th is back open, we closed 590th Ave. to make some repairs to the bridge. Ames has indicated that they now plan to close Lincoln Hwy from 580th to 590th in the next month or two and it could remain closed until June of 2023. This will add more traffic to 590th and 220th (13th St.).

Ames also plans to close the railroad crossing on North Dakota Ave. starting this week for a few weeks for pavement repairs. They will have a signed detour in place but we will probably see traffic increase on our 215th Street gravel road which is not on the official detour route.

DOT Construction:

- The DOT is still working on intersection improvements at Hwy 69 and E57. The DOT has put down dust control twice on the gravel roads in the area. There were issues with the pipe bore under Hwy 69 but that has been resolved so this intersection could be back open in the next week or two.
- The DOT will be starting a Hwy 30 pavement reconstruction project next year east of S27 on the eastbound lanes for 4 miles. This will require the closure of some of the county road intersections south of Hwy 30.
- Work is also scheduled to start on the S14 bridge over Hwy 30 and the 580th Ave. interchange project next year.

Job Openings:

The Design Engineer position and the Engineering Technician position were both filled in-house so we may hold off on filling the open Lead Technician position for now.

Story County FY23 Quarterly Report
September 30, 2022
25% of Year

Departmental Revenues:	Original Annual Budget	Amended	Sept 30th		Quarter Percent of Budget	Amount Remaining
			1st Quarter	Total		
Auditor	\$33,800.00	\$37,925.00	\$8,591.22	\$268,663.49	22.65%	\$29,333.78
Treasurer	\$942,255.00		\$268,663.49	\$92,692.76	28.51%	\$673,591.51
County Attorney	\$431,000.00		\$92,692.76	\$281,765.45	21.51%	\$338,307.24
Sheriff	\$1,144,218.00		\$281,765.45	\$168,709.94	24.63%	\$862,452.55
Recorder	\$619,440.00		\$168,709.94	\$7,828.09	27.24%	\$450,730.06
Animal Control	\$46,900.00		\$7,828.09	\$10,000.00	16.69%	\$39,071.91
Engineer	\$8,292,607.00		\$1,467,516.45	\$144,349.76	17.70%	\$6,825,090.55
Veteran Affairs	\$10,150.00		\$10,000.00	\$21,333.00	98.52%	\$150.00
Conservation Board	\$1,211,930.00	\$1,326,540.00	\$144,349.76	\$5,766.57	10.88%	\$1,182,190.24
Environmental Health	\$81,700.00	\$231,700.00	\$21,333.00	\$2,461.56	9.21%	\$210,367.00
IRVM	\$33,480.00	\$43,480.00	\$5,766.57	\$48,955.34	13.26%	\$37,713.43
General Assistance	\$1,900.00		\$2,461.56	\$750.00	129.56%	-\$561.56
Community Life	\$213,636.00		\$48,955.34	\$2,600.00	22.92%	\$164,680.66
Human Services Center	\$0.00		\$750.00	\$6,900.00		-\$750.00
Facilities Management	\$527,236.00	\$4,300.00	\$2,600.00	\$15,540.14	60.47%	\$1,700.00
Information Technology	\$9,600.00		\$6,900.00	\$589.61	71.88%	\$2,700.00
Planning & Development	\$45,605.00		\$15,540.14	\$60,566.92	34.08%	\$30,064.86
Justice Center Facilities	\$3,000.00		\$589.61	\$750.00	19.65%	\$2,410.39
DHS	\$190,000.00		\$60,566.92	\$42,698,793.40	31.88%	\$129,433.08
MHDS Services	\$443,810.00		\$750.00		0.17%	\$443,060.00
Countwide Services	\$42,774,244.00	\$42,824,244.00	\$24,698,793.40		57.67%	\$18,125,450.60
Total Revenues:	\$57,056,511.00	56,862,310.00	\$27,315,123.70		48.04%	\$29,547,186.30

Story County FY23 Quarterly Report
September 30, 2022
25% of Year

	Original Annual Budget	Amended	Quarter		Quarter Percent of Budget	Amount Remaining
			1st	Sept 30th Total		
Expenditures:						
Board of Supervisors	\$1,186,134.00	\$1,349,059.00	\$293,752.16	\$278,592.51	24.77%	\$892,381.84
Auditor	\$1,315,934.00	\$1,080,930.00	\$278,529.51	\$296,249.56	20.65%	\$1,070,466.49
Treasurer	\$1,060,930.00	\$3,421,815.00	\$673,494.73	\$2,860,578.29	27.41%	\$784,680.44
County Attorney	\$3,264,315.00	\$477,345.00	\$120,631.13	\$156,280.50	25.53%	\$2,548,320.27
Sheriff	\$1,426,190.00	\$606,785.00	\$156,280.50	\$58,186.17	25.04%	\$8,565,611.71
Recorder	\$477,345.00	\$1,351,009.00	\$120,631.13	\$156,280.50	25.27%	\$356,713.87
Animal Control	\$606,785.00	\$670,285.00	\$156,280.50	\$58,186.17	23.32%	\$514,004.50
General Betterment (40% L.O.S.T.)	\$1,351,009.00	\$1,429,779.00	\$58,186.17	\$58,186.17	4.07%	\$1,371,592.83
Engineer	\$8,586,095.00	\$9,907,389.00	\$2,347,824.91	\$36,019.71	23.70%	\$7,559,564.09
Veteran Affairs	\$136,469.00	\$5,972,637.00	\$36,019.71	\$62,415.62	26.39%	\$100,449.29
Conservation Board	\$5,715,382.00	\$370,530.00	\$862,415.62	\$75,300.59	14.44%	\$5,110,221.38
Environmental Health	\$370,530.00	\$368,020.00	\$149,906.28	\$120,308.23	14.47%	\$445,229.41
IRVM	\$368,020.00	\$434,330.00	\$149,906.28	\$120,308.23	36.10%	\$265,313.72
General Assistance	\$434,330.00	\$82,065.00	\$19,517.12	\$191,399.29	25.66%	\$348,521.77
Community Life	\$82,065.00	\$700,190.00	\$19,517.12	\$209,557.01	23.78%	\$62,547.88
Human Services Center	\$700,190.00	\$1,585,813.00	\$191,399.29	\$209,557.01	26.02%	\$544,090.71
Facilities Management	\$1,585,813.00	\$1,406,125.00	\$209,557.01	\$337,871.47	23.31%	\$689,287.99
Information Technology	\$1,406,125.00	\$364,140.00	\$337,871.47	\$104,317.62	23.61%	\$1,093,453.53
Planning & Development	\$364,140.00	\$982,240.00	\$104,317.62	\$206,016.63	25.37%	\$306,822.38
Justice Center Facilities	\$982,240.00	\$65,200.00	\$206,016.63	\$10,463.38	20.74%	\$787,223.37
DHS	\$65,200.00	\$451,890.00	\$10,463.38	\$12,144.85	16.05%	\$54,736.62
Mental Health	\$451,890.00	\$140,050.00	\$12,144.85	\$26,822.91	2.69%	\$439,745.15
Juvenile Court Services	\$140,050.00	\$20,589,012.00	\$26,822.91	\$1,802,703.28	19.15%	\$113,227.09
Countywide Services	\$20,589,012.00	\$27,771,138.00	\$1,802,703.28	\$11,450,353.95	6.49%	\$25,968,434.72
Total Expenditures:	\$62,666,193.00	\$71,442,995.00	\$11,450,353.95		16.03%	\$59,992,641.05

Fund Balance Status:	Committed	Restricted/Assigned	% of exp YTD
General Basic Fund	\$418,390	\$1,994,022	20.74%
ARPA Subfund	\$17,602,621.83	\$17,602,622	2.64%
General Supplemental Fund	\$3,458,711.63	\$3,458,712	27.74%
Rural Services Fund	\$4,389,292.31	\$233,577	13.84%
TIF Fund	\$526,066.54	\$526,066.54	0.00%
Secondary Roads Fund	\$7,200,236.67	\$7,200,237	21.15%