

The Board of Supervisors met on 10/18/22 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](http://storycountyiowa.gov)).

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

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS DOWN SYNDROME AWARENESS MONTH:** The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation recognizing October 2022 as Down Syndrome Awareness Month. Roll call vote. (MCU)

**PROCLAMATION RECOGNIZING NOVEMBER 7-13, 2022, AS OPERATION GREEN LIGHT WEEK IN STORY COUNTY:** The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation recognizing November 7-13, 2022, as Operation Green Light Week in Story County. Roll call vote. (MCU)

**AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC):** Greg Pikkapp, Director of Economic Development Outreach and Government Relations, reported on new projects, funding, and planned future events and projects. Nikki Fischer, Director of Workforce and Diversity, reported on retraining initiative programs, outreach, events, funding, current unemployment rate, career fairs, and training.

**MINUTES:** 10/11/22 Minutes - Heddens moved, Murken seconded the approval of 10/11/22 Minutes as presented. Roll call vote. (MCU)

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

1. 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement between the Iowa Alcoholic Beverages Division and Story County, effective 10/1/22-6/30/23
2. Contract, using American Rescue Plan Act (ARPA) funding, between Story County and the Whistle Stop Academy, for the Competitive Wage Program for Childcare Workers project for up to \$250,000.00 with a performance period of 1/25/22–12/31/26
3. Methamphetamine Drug Hot Spots Grant Program through the Governor’s Office of Drug Control Policy, effective 7/1/22-6/30/23, for \$6,000.00

Roll call vote. (MCU)

**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:** Amelia Schoeneman, Planning and Development Director, reported on background, reviewed new definitions, and stated the amendments aligns the County with federal guidelines and standards. Discussion took place. Melissa Spencer, Emergency Manager, reported on training local first responders. Schoeneman reported on process and stated the Planning and Zoning recommends approval under alternative 1. Faisal opened the public hearing at 11:10 a.m., and, hearing none, she closed the public hearing at 11:10 a.m. Heddens moved, Murken seconded the approval of 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 as presented and set Second Consideration for 10/25/22. Roll call vote. (MCU)

**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:** Andrea Wagner, County Planner, reported on the request: the proposed ordinance allows historically significant barns to be covered under the provision for adaptive reuse. She stated the applicant is interested in operating a combined event venue and museum east of Huxley and US Interstate 35. The barn is listed on the National Register of Historic Places. Wagner reported on the amendment process. No public comments were received. The Planning and Zoning Commission recommends approval. Discussion took place. Schoeneman reported on the National Register of Historic Places. Faisal opened the public hearing at 11:21 a.m., and, hearing none, she closed the public hearing at 11:21 a.m. Murken moved, Heddens seconded the approval of 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 and Set Second Consideration for 10/25/22. Roll call vote. (MCU)

**DRAFT RESOLUTION #23-34, FOR STORY COUNTY ON THE CONSTRUCTION OF A HAZARDOUS LIQUID PIPELINE, PIPELINE, ELECTRIC TRANSMISSION LINE, COMMUNICATION LINE, UNDERGROUND SERVICE LINE, OR OTHER SIMILAR INSTALLATION ON, OVER, ACROSS, OR BENEATH DRAINAGE DISTRICT INFRASTRUCTURE IN THE COUNTY:** Ethan Anderson, First Assistant County Attorney, reported on the County working group for pipelines and draft model forms received from other entities. He reported on legal parameters and permitting fees. Darren Moon, Engineer, reported locating tile. Discussion took place. Anderson reported revision process. Scott Wall, Drainage District Clerk, provided wording recommendations. Additional discussion took place. Anderson stated he will make revisions and return to the Board.

**REVISING PAGING SYSTEM AT THE HUMAN SERVICES CENTER (HSC) FOR \$3,870.68 (UNBUDGETED):** Barb Steinback, Information Technology (IT) Director, reported on the need to physically move components and the received quote. Steinback stated the amount can be absorbed without a budget amendment. Discussion took place.

**DISCUSSION OF MOTOR GRADER LEASE RENEWAL:** Darren Moon, Engineer, reported on options, cost, and timetable. He reviewed trade-in allowances, and total cost at \$4,015,800.00 for outright purchase in lieu of lease. Moon stated he will return to a future meeting for consideration. Lisa Markley, Assistant Auditor, provided additional details on options.

**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 11:58 a.m. Roll call vote. (MCU)

Story County Board of Supervisors Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
10/18/22

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?  
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 Recognizing October 2022 As Down Syndrome Awareness Month

Department Submitting Board of Supervisors

Documents:

DOWN SYNDROME AWARENESS MONTH.PDF

7. Consideration Of Proclamation Recognizing November 7-13, 2022, As Operation Green Light Week In Story County

Department Submitting Board of Supervisors

Documents:

OPERATION GREEN LIGHT.PDF

8. AGENCY REPORTS:

I. AEDC Workforce & Retraining - Nikki Fischer & AEDC Outreach - Greg Piklapp

Department Submitting Auditor

Documents:

AEDC QTR.PDF

9. CONSIDERATION OF MINUTES:

I. 10/11/22 Minutes

Department Submitting Auditor

10. 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 28E Agreement For Tobacco, Alternative Nicotine And Vapor Product Enforcement Between The Iowa Alcoholic Beverages Division And Story County Effective 10/1/2022 - 6/30/2023

Department Submitting Sheriff

Documents:

IOWA ALCOHOL BEVERAGES.PDF

II. Consideration Of Contract Using American Rescue Plan Act (ARPA) Funding Between Story County And The Whistle Stop Academy, For The Competitive Wage Program For Childcare Workers Project For Up To \$250,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

WHISTLE STOP.PDF

III. Consideration Of Methamphetamine Drug Hot Spots Grant Program Effective 7/1/22 - 6/30/23 For \$6,000

Department Submitting Sheriff

Documents:

METH HOT SPOTS GRANT.PDF

11. PUBLIC HEARING ITEMS:

- I. First Consideration Of 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 – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF  
ORDINANCE 306.PDF

- II. 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 – Andrea Wagner  
Public Hearing

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
ORDINANCE 307.PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Draft Resolution #23-34, For Story County On The Construction Of A Hazardous Liquid Pipeline, Pipeline, Electric Transmission Line, Communication Line, Underground Service Line, Or Other Similar Installation On, Over, Across, Or Beneath Drainage District Infrastructure In The County - Darren Moon, Ethan Anderson, And Scott Wall

Department Submitting Auditor

Documents:

RES 23 34.PDF

- II. Discussion And Consideration Of Revising Paging System At HSC For \$3,870.68 (Un-Budgeted) - Barb Steinback

Department Submitting Information Technology

Documents:

EMBARK.PDF

13. OTHER REPORTS:

- I. Discussion Of Motor Grader Lease Renewal - Darren Moon

Department Submitting **Engineer**

Documents:

MOTOR GRADER LEASE.PDF

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. 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

10/18/22

NAME

ADDRESS

Greg Peklapp  
Melissa Spencer  
David Casper  
Barb Steinbach  
Nikki Fischer  
Kara Warnme  
Andrea Wagner  
DARREN MOON  
Sandra  
Amelia Schoeneman  
John Arvan  
Moungyely  
Matt L. Wall

Ames Chamber  
SCEMA  
SCEMA  
SC IT  
Ames Chamber  
1573 Stagecoach Rd  
P 1/2 D  
ENG  
BUS  
P/D  
Scho  
Fund  
Auditor

# PROCLAMATION

## *Down Syndrome Awareness Month*

**October 2022**

**WHEREAS**, each year, about 6,000 babies are born with Down syndrome – a 1 in 700 chance; and

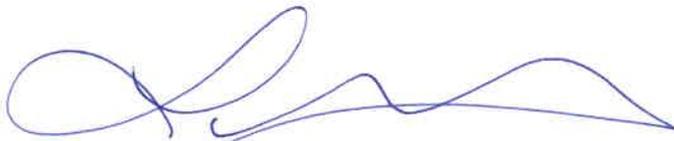
**WHEREAS**, there are over 250,000 individuals living with Down syndrome in the United States; and

**WHEREAS**, while research and early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more investigation is needed into the causes and treatment of Down syndrome; and

**WHEREAS**, possessing a wide range of abilities, people with Down syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and

**WHEREAS**, individuals with Down syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their community and reach their fullest potential.

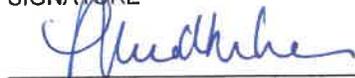
**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim October 2022 as Down Syndrome Awareness Month and encourage our citizens to work together to promote respect and inclusion of individuals with Down Syndrome and to celebrate their accomplishments and contributions.



SIGNATURE

10-18-22

DATE



SIGNATURE

10-18-22

DATE



SIGNATURE

10-18-22

DATE



# PROCLAMATION

## *Supporting Operation Green Light for Veterans*

**November 7<sup>th</sup> – 13<sup>th</sup>, 2022**

**WHEREAS**, the residents of Story County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Story County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

**WHEREAS**, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

**WHEREAS**, Approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS**, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

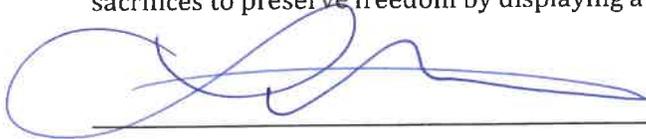
**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

**WHEREAS**, Story County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted;

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim November 7<sup>th</sup> – 13<sup>th</sup>, 2022, as Operation Green Light Week in Story County and with designation as a Green Light for Veterans County, Story County hereby declares from October 18th through Veterans Day, November 11<sup>th</sup>, 2022 as a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service. In observance of Operation Green Light, Story County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.



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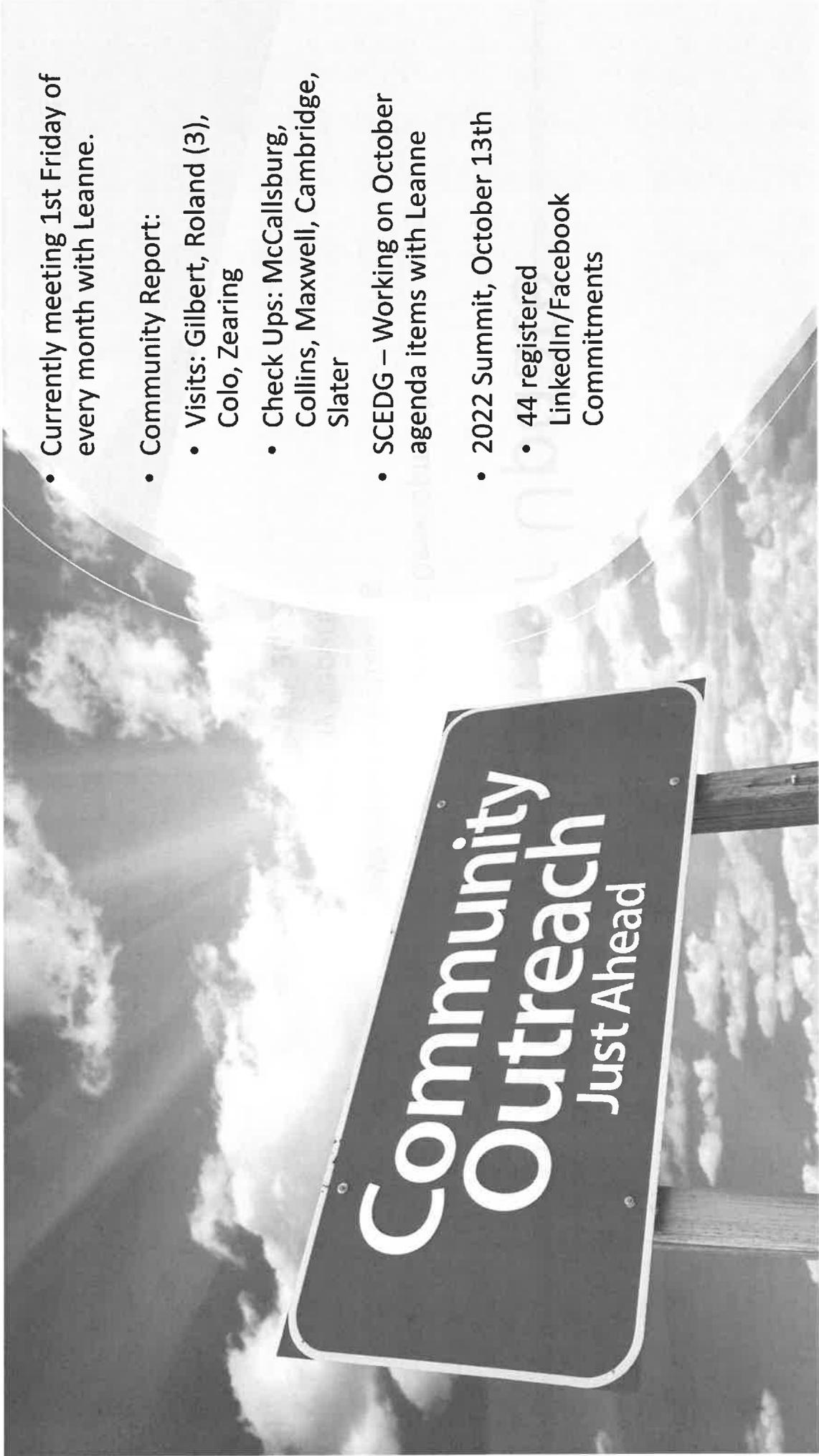
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# AEDC 3<sup>rd</sup> Quarter Update

Story County Outreach / Economic Development  
Workforce/Retraining  
Quarterly Report  
October 18<sup>th</sup>, 2022





- Currently meeting 1st Friday of every month with Leanne.

- Community Report:

- Visits: Gilbert, Roland (3), Colo, Zearing
- Check Ups: McCallsburg, Collins, Maxwell, Cambridge, Slater

- SCEDG – Working on October agenda items with Leanne

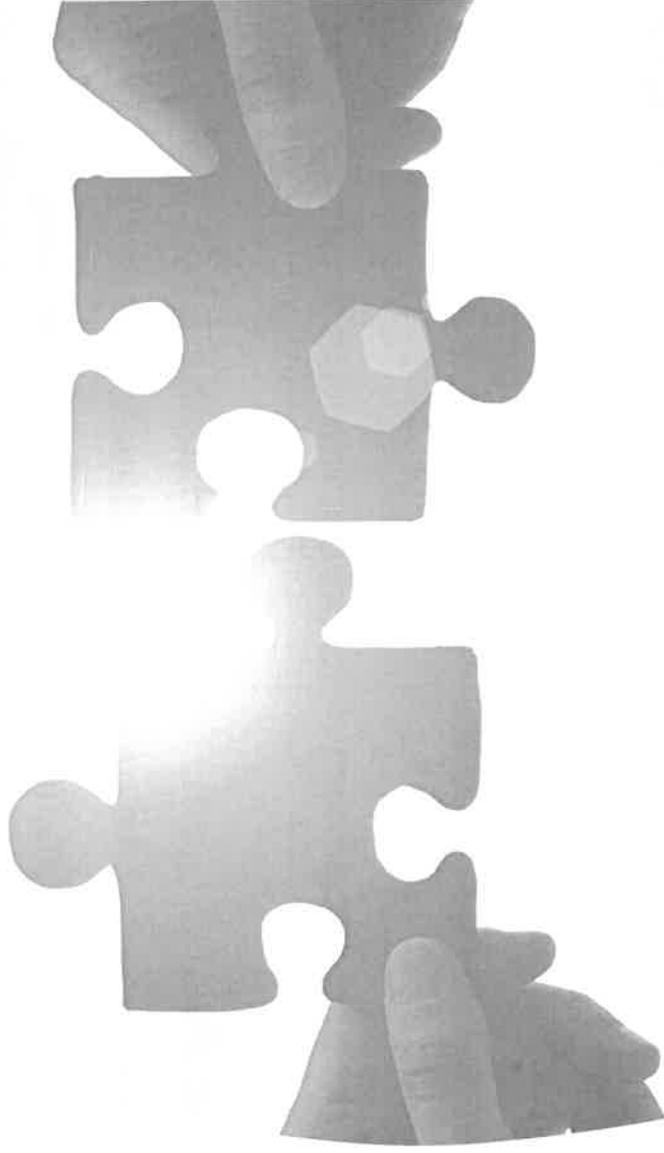
- 2022 Summit, October 13th

- 44 registered LinkedIn/Facebook Commitments

# Target Projects with partnership success stories

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1. USDA Broadband Funding
2. Catalyst Grant Project  
Funding Update on Collins
3. IEDA Workshop in September
4. Story County HAP  
Collaboration
5. Joint Nuisance Position



# Ongoing Projects in our Communities

- Roland; comprehensive plan, DG, blight designation, downtown, housing, childcare
  - McCallsburg; MIPA, SCEDG Paperwork Fix, Nuisance work with County
  - Gilbert; street infrastructure, sports
  - Zearing; Budget Issues resolved, targeting downtown demolition, tourism grant
  - Colo; Childcare Project, Housing
  - Collins; Catalyst Grant, Façade Grant, Theater Grant, Trail Grant, Housing
  - Maxwell; Housing renovations, infrastructure, and new housing development
  - Cambridge; Opera House Project, old gas station, housing, goal setting regarding YSS project
-

## Moving Forward

- New Outreach Events in 2023
- Community Showcase – 4 morning events / target one per quarter
- IA Rural Summit back in Ames for 2023
- Receiving Ideas for ED Summit 2023



FUTURE AHEAD

# Retraining Initiative

- 1 Phlebotomy Student started this quarter
- 1 CNA student started this quarter
- 1 Help Desk IT student started this quarter
- 1 Industrial Electrical Maintenance
- 3 Students dropped due to health, looking at Spring class.
- Avg. age 31
- All current students are Ames residents.
- 7 students reported their 30<sup>th</sup> day on the job.
  - MGMC
  - Story County Medical
  - McFarland
  - CNA and HPS (healthcare patient service)
- Looking to start a Welding class this fall.
- Marketing efforts: Criminal Justice System, Facebook, Libraries, and Businesses

weld

construction

electrician

heating

# SKILLED TRADES

machinist

roofer

cement mason

technician

apprentice

## See Yourself in Ames – Update

- March – Business Etiquette
- May 25 – ISU Research Park, Topic: Innovation
- June 28 – Iowa Cubs Game at Principal Park
- July 25 - ISU Athletics – Championship Mindset with Kyven Gadson
- October 19 – Personal Branding with Lawrence Cunningham

Avg. attendance of interns = 90



**SYIA**  
SEE YOURSELF IN AMES

**PERSONAL BRANDING:  
LAWRENCE CUNNINGHAM**

WEDNESDAY, OCT. 19 | 4:00 - 5:30PM  
AMES CHAMBER OF COMMERCE | 304 MAIN ST.  
REGISTER AT [AMESCHAMBER.COM!](http://AMESCHAMBER.COM)



# Story County Workforce

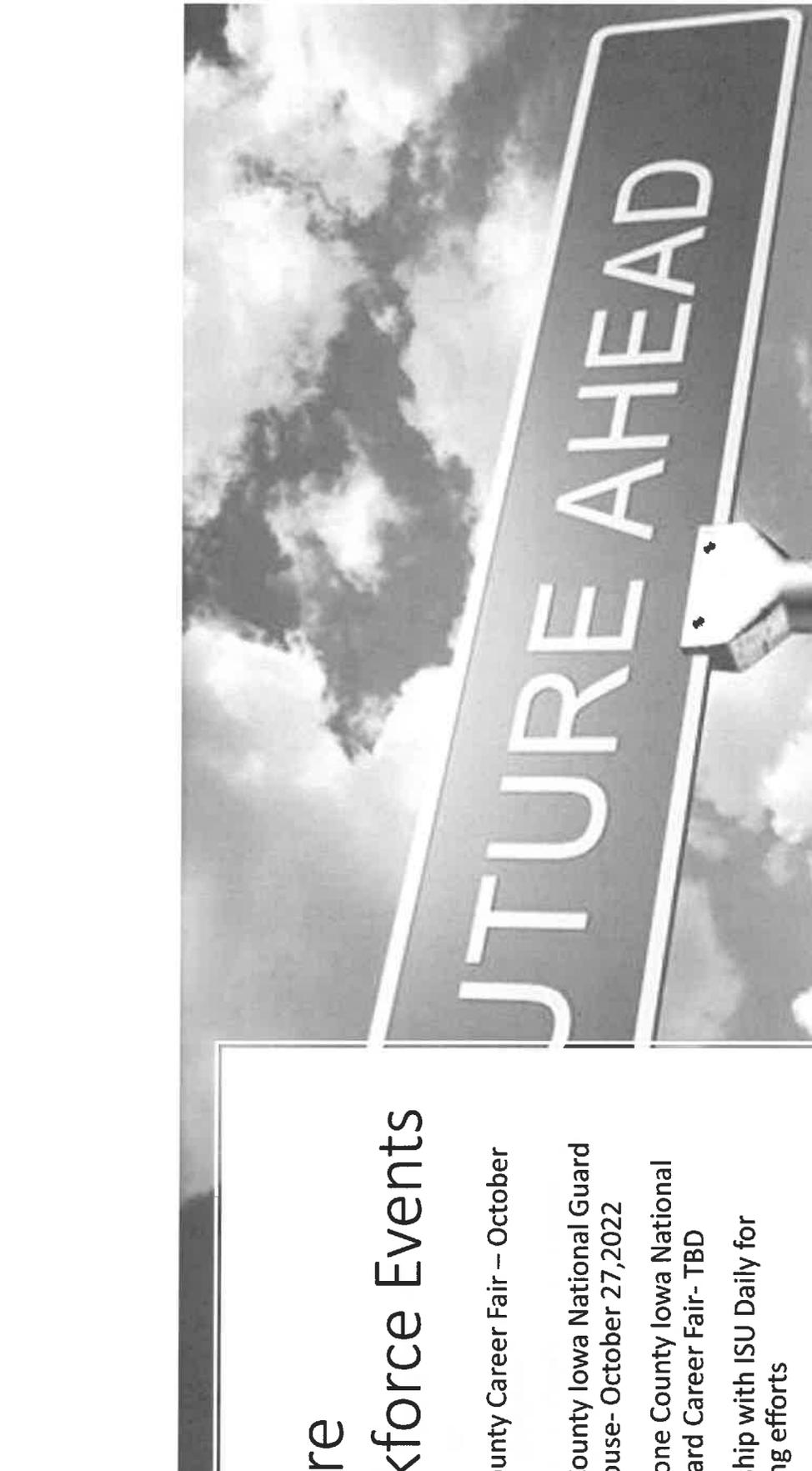
- August 2022 Story County Unemployment
  - 2.4% (3.3% 2021)
- Career Fair Activity Since August
- Drake University Business and Technology Career Fair
  - Received digital resume book to share with employers
- ISU Research Park Summer Career Fair
- Events/Conferences/Initiatives
  - Attended Future Ready Iowa Summit
  - Child Care coalition efforts
  - Child Care efforts in Roland, Colo-NESCO



IOWA STATE UNIVERSITY  
**ResearchPARK**

# Workforce Analytics Q3

- **Facebook:**
  - 29 Posts
  - 71,470 people reached
  - 3.5% average engagement rate
  - 1,745 followers
- **Twitter:**
  - 14 Tweets
  - 1,136 impressions
  - 4.6% average engagement
  - 533 followers
- **Website**
  - 3,593 total users



## Future Workforce Events

- Story County Career Fair – October 22, 2022
- Boone County Iowa National Guard Open House- October 27, 2022
  - Boone County Iowa National Guard Career Fair- TBD
- Partnership with ISU Daily for marketing efforts
- Women in Leadership (2023)
- DEI Certificate (2023)
- Minority Business and Entrepreneurs Event (2023)

# Questions?



AMES

AMERICAN MATHEMATICAL EDUCATION SOCIETY

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Story County Sheriff (The “Department”). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Health and Human Services to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Story County Sheriff  
1315 South B Avenue, Nevada, Iowa 50201

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2023, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2022.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2023**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2022 business year, but not before October 1, 2022. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2022 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2023**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2023**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

**5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

**5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

**5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

**5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## **5.2 Responsibilities of the ABD.**

**5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

**5.2.2 Payment.** The ABD shall pay the Department in the manner described in Section 6.

**5.2.3 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative

nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

- 5.2.4 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2022** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4** **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

## **SECTION 11. INDEMNIFICATION.**

**11.1** **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2** **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

## **SECTION 12. CONTACT PERSON.**

**12.1** **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department: Sheriff Paul Fitzgerald  
Story County Sheriff  
1315 South B Avenue  
Nevada, Iowa 50201  
Email: pfitzgerald@storycountyiowa.gov

**13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

**13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

**13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.

**13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:

**13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.

**13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

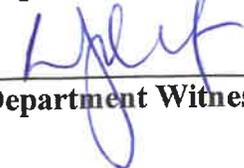
\_\_\_\_\_  
**DeMario A. Luttrell**  
**Regulatory Compliance Bureau Chief**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

  
\_\_\_\_\_  
**Department Official**

10-18-22  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Department Witness**

10-19-22  
\_\_\_\_\_  
**Date**

Grant Agreement  
**CONTRACT FOR COMPETITIVE WAGE PROGRAM FOR CHILDCARE WORKERS – THE WHISTLE STOP  
ACADEMY, ARPA SUBRECIPIENT NO. 1**

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 Whistle Stop Academy, hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 103 Campus Drive, Huxley, Iowa 50124, telephone 515-597-3637.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Subrecipient “Responding to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers” 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 19th day of October, 20 22.

(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 6<sup>th</sup> 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

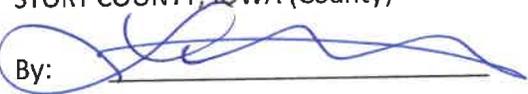
the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing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

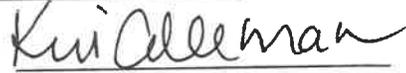
STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 10.18.22

The Whistle Stop Academy (Subrecipient)

By: 

Dated: 10/8/22

## **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 (3<sup>rd</sup>) 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)

- 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**

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## AWARD NOTIFICATION

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**Project ID:**

1

**Name of Project:**

Competitive Wage Program for Childcare Workers

**Organization Name:**

The Whistle Stop Academy

**Organization Address:**

103 Campus Drive, Huxley, Iowa 50124

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

The Whistle Stop Academy

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

103 Campus Drive, Huxley, Iowa 50124

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

Keri Alleman- Owner, Amy Vandenburg- Director

**Contact Person Name, Title, Email and Phone Number:**

Amy Vandenburg- Director, [tws.amy@huxcomm.net](mailto:tws.amy@huxcomm.net), 515-597-3637

**Amount of Award**

\$250,000.00

**Project Summary Narrative**

Responding to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

**Date of Award Notification**

July 19, 2022

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**For Office Use Only**

**Date Distributed:** July 19, 2022 Via Email

**EXHIBIT B**

**Subrecipient Application**

Subrecipient Name: The Whistle Stop Academy

Award #: 1

Award Amount:

\$250,000.00

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**

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## **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](mailto:ARPA@storycountyiowa.gov).

(Initial each statement after reading)

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

KJA 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.

KJA 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.

KJA 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

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## Certification

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

KJA 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.

KJA 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.

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

KJA 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.

KJA 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.

Keri Alleman Owner

Print Name Title

Keri Alleman 9/21/2021

Signature Date



# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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**Has applicant received previous funding from Story County?**

Yes

Date and amount of last  
funding receipt.

No

## PROJECT/PROGRAM INFORMATION

**Project/Program Name:**

Providing Premium Pay to Eligible Workers

**Project/Program Purpose:**

Throughout the COVID 19 pandemic one of the things that has remained constant is the need for childcare as well as the lack of persons that are qualified and experienced in the field. This pandemic has taken a large toll on The Whistle Stop Academy and its livelihood for many reasons. We are unable to pay qualified staff competitive wages and therefore have had trouble finding staff to add to our team. With the lack of staff our classrooms are sitting under enrolled and we are unable to service families in the community that are in need of childcare. We have 15 families on our waiting list that we would like to provide care for, but are unable to do so due to not being able to provide competitive wages without raising our rates so high that many families won't be able to afford it. We would like to gain funding from Story County to provide higher pay for eligible employees.

**Requested Story County ARPA funding amount:** \$250,000

**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**

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**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 goal is to be able to provided competitive wages to our current staff and potential new staff in order to be able to fully enroll our center and service the families in our community.

The ammount we came to was figured by giving a wage increase to all of our staff as well as take on additional staff members.

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

The sucess of of program will be evaluated by the number of children enrolled in our center/families services as well as the education and experience level of our staff.

## **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?**

Amy Vandenburg- Area Director

Amy does all hiring of new staff, enrollment of new families and tour of potential new families.

**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).**

N/A

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

N/A

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

Any amount of the requested funding would be greatly appreciated for our program.

## **ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

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

On-going project, but this will allow us to enroll more children in our programs which will in turn help to fund these wages after the funding has been exhausted.

**Describe the project/program timeline and milestones.**

If funding is granted to our program we plan to provide our current staff with wage increases to prevent high turnover in our program.  
We will use additional funds to calculate what we are able to pay new employees.

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

High-quality childcare is essential in all communities and this has been shown throughout this entire COVID 19 pandemic. Even when schools were closed, childcare centers were overwhelmed with the additional children that would have typically been in school throughout the days.

Currently we have space for 18 additional children in our program, but we are unable to offer wages to potential employees that are competitive with other employers. If we were able to receive funding to offer higher wages we would be able to service additional families in our community.

# ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

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## 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 less than 5% administrative or management fees?

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

Yes     *Sources*

We were awarded funding from the Paycheck Protection Plan, but these funds have not given us the ability to continue to pay staff competitive wages.

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.

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

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.



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



**Project and Program  
Proposals  
External Community  
Organizations**

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**PERFORMANCE MEASURES**

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**Project ID:**

1

**Name of Project:**

Competitive Wage Program for Childcare Workers

**Organization Name:**

The Whistle Stop

**Performance Measures:**

- Number of children enrolled in programs (pre-funding and annually)
- Number of families served (pre-funding and annually)
- Education levels of staff
- Experience levels of staff
- Waitlist numbers (pre-funding and annually)
- Employee turnover rates (pre-funding and annually)
- Staff retention rates
- Total number of staff (pre-funding and annually)
- Success stories

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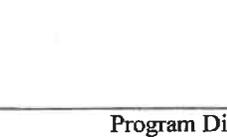
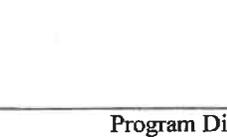
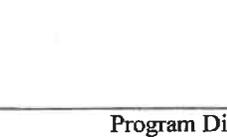
**For Office Use Only**

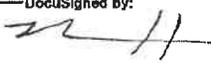
**Date Distributed:** July 19, 2022 Via Email

## METHAMPHETAMINE DRUG HOT SPOTS GRANT PROGRAM

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

Meth HotSpots CFDA #16.710

<p><b>Grantee:</b>                   Story County                  1315 S. B Ave                  Nevada, Iowa 50201</p>	<p><b>Grant # 21-CAMP-13</b>                   Grant Period: July 1, 2022 - June 30, 2023</p> <p><b>Federal:       \$6,000</b>  <b>Match:           \$0</b>  <b>Total:           \$6,000</b></p>									
<p><b>ODCP Contact:</b>                  Dennis Wiggins 515/725-0311</p>										
<p><b>Legal Applicant:</b>                  Latifah Faisal, Story County Board of Supervisors</p>	<p><b>Program Director:</b>                  Nicholas Hochberger</p>									
<p><b>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</b></p> <p style="text-align: center;"><b>SPECIAL CONDITIONS</b></p> <p>Grant funding is provided to assist project with mid to high level mehtamphetamine investigations or precursor diversion investigations. Targets of investions will be shared with the Division of Intelligence to be entered into the LEIN database system. Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.</p>										
<p>In witness wherefore, the parties hereto have executed this grant the day and year specified below.</p> <p style="text-align: center;"><b>SIGNATURES/DATES</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none; vertical-align: bottom;">  </td> <td style="width: 33%; border: none; vertical-align: bottom;">  </td> <td style="width: 33%; border: none; vertical-align: bottom;">  </td> </tr> <tr> <td style="border: none; text-align: center;">10-18-22</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none; text-align: center;">Legal Applicant/Date</td> <td style="border: none; text-align: center;">Program Director/Date</td> <td style="border: none; text-align: center;">ODCP Administrator/Date</td> </tr> </table>					10-18-22			Legal Applicant/Date	Program Director/Date	ODCP Administrator/Date
										
10-18-22										
Legal Applicant/Date	Program Director/Date	ODCP Administrator/Date								

DocuSigned by:  
  
 A038390089FB430... 8/25/2022

*Will return  
to Board's  
agenda*

**Resolution # 23-34**

**RESOLUTION BY STORY COUNTY ON THE CONSTRUCTION OF A  
HAZARDOUS LIQUID PIPELINE, PIPELINE, ELECTRIC TRANSMISSION LINE,  
COMMUNICATION LINE, UNDERGROUND SERVICE LINE, OR OTHER SIMILAR  
INSTALLATION ON, OVER, ACROSS, OR BENEATH DRAINAGE DISTRICT  
INFRASTRUCTURE IN THE COUNTY**

**WHEREAS**, the Board of Supervisors, as trustees of individual drainage districts, (hereinafter Board) is responsible for the maintenance and management of the drainage districts, levee districts, multi-county drainage districts, and multi-county levee districts established under Iowa Code chapter 468 and located within the STORY County; and

**WHEREAS**, Iowa Code section 468.2 provides: “That drainage of surface waters from agricultural lands and all other lands or the protection of such lands from overflow shall be presumed to be a public benefit and conducive to the public health, convenience and welfare;” and

**WHEREAS**, Drainage and levee districts are funded by the significant investment of benefitted landowners to drain and protect the ground to increase yields; and

**WHEREAS**, it is the duty of the Board to protect the investments made by landowners in drainage districts, levee districts, and lands that would benefit from being drained; and

**WHEREAS**, Iowa Code section 468.186 specifically addresses a proposed pipeline, electric transmission line, communication line, underground service line, or other similar installations on, over, across, or beneath the right-of-way of any drainage or levee district; and

**WHEREAS**, Iowa Code section 468.186 mandates that an applicant, before beginning construction, obtain from the governing body of the drainage or levee district an easement to cross the district’s right-of-way; and

**WHEREAS**, Iowa Code section 468.186 provides that the governing body of the drainage or levee district may, as a condition of granting such easement, attach thereto such additional conditions as the district’s governing body deems necessary ‘to protect the physical integrity of the drainage infrastructure’; and

**WHEREAS**, it is in the best interest of the public health, convenience and welfare for the Board to establish these additional conditions necessary for the Board to grant easements across drainage district, levee district, multi-county drainage district, and multi-county levee district right of way and to determine the applicability of such conditions to other lands contained within a drainage or levee district; and

**WHEREAS**, the Board has obtained input from the public, its counsel, and drainage engineers in order to make an informed determination of what conditions are necessary.



## We have prepared a quote for you

### 092322 - Story County - Microphone Move and addon Outdoor speakers - Human Services Building

Quote # LH063762

Version 1

Prepared for:

**Story County Information  
Technology**

Barbara Steinback  
BSteinback@storycountyiowa.gov

~~APPROVED~~

~~DENIED~~

Board Member Initials: JS

Meeting Date: 10.18.22

Follow-up action: Requested more  
detailed breakdown



**2014 Lease:** (CAT financing, 2.9%)

10 motor graders @ \$294,900 (with snow equipment)  
\$ 0 trade allowance  
\$650,000 down payment  
\$259,582 lease payment  
\$1,241,600 final lump sum payment

**2019 Lease:** (US Bancorp, 3.9%)

10 motor graders @ \$312,886.00 (no snow equipment)  
\$289,900 trade allowance (\$30,840 equity per 2014 grader)  
\$650,000 down payment  
\$250,987 lease payment  
\$1,240,800 final lump sum payment

**Proposed:**

**2024 Lease:** (No lease, buy outright, no interest, no lease hearing)

10 motor graders @ \$457,500 (with snow equipment)  
\$224,000 trade allowance (2011, 2014 spare graders that we own)  
Trade in 8 2019 graders @ \$197,000/each = \$1,576,000  
\$4,575,000 (10 new mogo) + \$1,240,800 (prior lease lump sum) - \$1,800,00 (equity) = **\$4,015,800**  
Use annual LOST \$250,000 for tandem truck purchase