

The Board of Supervisors met on 4/18/23 at 9:00 a.m. in the Story County Administration Building. Latifah Faisal and Linda Murken, with Faisal presiding. Lisa Heddens absent. (all audio of meetings available at storycountyiowa.gov)

ADOPTION OF AGENDA: Murken asked to move Consent Agenda item #11 to Additional Items for discussion and consideration. She requested to remove Consent Agenda item #12 from today's meeting; it will be considered at a future meeting. Faisal added the Lutheran Services report will be the submitted report only. Murken moved, Faisal seconded adopting the agenda with changes as noted. Motion carried unanimously (MCU) on a roll call vote.

CITY OF STORY CITY AMERICAN RESCUE PLAN ACT (ARPA) 2023 ANNUAL REPORT: City Administrator Mark Jackson reported on funding, scope of work, total project cost, and timeline.

LUTHERAN SERVICES ANNUAL REPORT: submitted written report only.

PROCLAMATION FOR NATIONAL CRIME VICTIMS' RIGHTS WEEK APRIL 23-29, 2023: The Board members read the proclamation in full. Murken moved, Faisal seconded the approval of the Proclamation recognizing April 23-29, 2023 as National Crime Victims Week in Story County. Roll call vote. (MCU)

MINUTES: 4/11/23 Minutes – Murken moved, Faisal seconded approving 4/11/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 5/15/23, in a) Secondary Roads for James Albright @ \$18.00/hr; Blake Holst @ \$17.00/hr; effective 5/22/23 for Jovis Shoemaker @ \$17.00/hr; effective 6/5/23 for Dillon Nicholson @ \$17.00/hr. Murken moved, Faisal seconded approving Personnel Actions as listed.

Murken moved, Faisal seconded the approval of Consent Agenda as amended above.

1. Adopt-a-Road Application Renewal, effective 1/1/23-12/31/23 for the following: (a) Phi Kappa Theta fraternity on R38 (N. 500th Avenue) from Lincoln Way to Cameron School Road; (b) Sigma Kappa sorority on R38 (510th Avenue) from Zumwalt Station Road to 260th Street; (c) Family of Jameson O'Connor on R70 (580th Avenue) from the corporate limits of Cambridge to 290th Street (d) Tall Dog Bike Club on R70 (580th Avenue) from US Highway 30 to 260th Street; (e) Kruse Family on E63 (320th Street) from 535th Avenue to 520th Avenue; (f) ISU College of Agriculture and Life Science (CALs) Student Council on E29 (190th St) from R63 (Dayton Avenue) to 580th Avenue; (g) Sigma Phi Epsilon fraternity on R38 (South Dakota Avenue) from US Highway 30 to 250th Street; (h) Omega Tau Sigma on Riverside Road from Highway 69 to R63 (560th Avenue); (i) Teddy Perry on E29 (190th Street) from 610th Avenue to S14 (620th Avenue); (j) Ames Golden K Kiwanis on 220th Street from 570th Avenue to 590th Avenue; (k) Sigma Alpha on 280th Street from 520th Avenue to Highway 69
2. Open Enrollment Dates for Story County
3. Story County Compensation Schedule, effective 7/1/23-6/30/24
4. 28E Agreements for Contract Law Enforcement Services for \$66.80 *per capita* between Story County and the following cities: Collins; Colo; Gilbert; Kelley; Maxwell; McCallsburg; Roland; Sheldahl; Slater; Zearing, effective 7/1/23-6/30/24
5. Contract with Brush and Weed Control Specialists for Roadside Brush Spraying, not to exceed \$50,000.00 (FY24 budget)
6. Cooperative Agreement between Story County Conservation and Prairie Rivers of Iowa RC and D, up to \$32,000.00 (FY24 budget)
7. Second Amendment to Conservation Easement with the Office of the State Archeologist for a portion of lands to be transferred to the County from the U.S. Army Corps of Engineers
8. Resolution #23-87, Setting Public Hearing for 5/2/23, to Approve Plans and Bid Specifications for the Permanent Counter Barrier Project
9. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and the Mid-Iowa Planning Alliance for Community Development for the provision of Planning Consulting Services for the implementation of the Housing Action Plan for up to \$191,000.00 with a performance period of 4/18/23–4/30/26
10. Grant Agreement, using American Rescue Plan Act (ARPA) funding, between Story County and Shelter Housing Corp doing business as The Bridge Home for the Finding Hope and A Home Project for up to \$855,000.00 with a performance period of 1/25/22–12/31/26

Roll call vote (MCU)

PROPOSAL FOR DISASTER DEBRIS SITE MANAGEMENT PLAN FOR \$41,000.00 (UNBUDGETED): Amelia Schoeneman, Planning and Development Director, reported needed site preparation for the proposed debris site. The County issued a request for proposals (RFP); one timely response was received and considered. SCS Engineers divides the requested work into two phases. The first phase is estimated to cost up to \$41,000.00. Lisa Markley, Assistant Auditor, reported on the upcoming budget amendment in May. Schoeneman reported on how the site will be used. Discussion took place. Schoeneman reported on environmental requirements, procedures, and testing to fulfill state and federal requirements. Additional discussion took place. Jeff Phillips, SCS Engineers, provided additional detail. Staff recommends acceptance of the proposal from SCS Engineers for \$41,000.00. Schoeneman reported on additional costs. Murken moved, Faisal seconded the approval of the Proposal for Disaster Debris Site Management Plan for up to \$41,000.00. Roll call vote. (MCU)

APPROPRIATION OF ADDITIONAL AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE HICKORY GROVE WASTEWATER SYSTEM REPLACEMENT: Mike Cox, Conservation Director, provided background: the original cost estimate (\$535,000.00) was based on a quote from a vendor who is no longer willing to engage in the project. Now costs are estimated to be \$886,200.00, according to a preliminary engineering report. Cox requested \$900,000.00 in ARPA funds to cover the project, including the preliminary engineering report of \$15,000.00, for a total increase of \$365,000.00. Murken asked about the \$75,100.00 included in the total funds. Cox reported on initial design work. Discussion took place regarding other funding sources beyond ARPA if bids come in over the \$900,000.00.

AGREEMENT WITH GARDEN & ASSOCIATES FOR \$75,100.00 FOR PROFESSIONAL SERVICES FOR HICKORY GROVE PARK WASTEWATER SYSTEM ENGINEERING: For discussion, see the previous item. Murken moved, Faisal seconded to approve the Agreement with Garden & Associates for \$75,100.00 for Professional Services for Hickory Grove Park Wastewater System Engineering. Roll call vote. (MCU)

Murken moved, Faisal seconded the approval of increasing ARPA funds for the Hickory Grove Wastewater System Replacement from \$535,000.00 to \$900,000.00. Roll call vote. (MCU)

FY24-28 CAPITAL IMPROVEMENTS PLAN (CIP): Leanne Harter, County Outreach and Special Project Manager, reported on the CIP process. Discussion took place. Harter clarified changes. Murken moved, Faisal seconded the approval of FY24-28 CIP with noted changes. Roll call vote. (MCU)

INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT: Weed Commissioner Joe Kooiker reported on controlled burns, roadside seeding, equipment rentals by private landowners, and drainage district work. He reported on wintertime maintenance and repairs, Praeri Rail Trail work, new signage, summer work, and seasonal staff.

PLANNING AND DEVELOPMENT QUARTERLY REPORT: Director Amelia Schoeneman reported on permits, development cases, work plan items, annexation process, and other activities.

STORY COUNTY FY23 QUARTERLY FINANCIAL REPORT: Lisa Markley Assistant Auditor, reported expenses, revenues, upcoming budget amendment, projected fund balances, and federal America Rescue Plan Act (ARPA) funding.

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

Murken moved, Faisal seconded to adjourn at 10:00 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
4/18/23
9:00 a.m.

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 the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/81909605844?](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

[PWD=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

Passcode: 117434

Or One tap mobile :

US: +13017158592,,81909605844#,,,,*117434# or
+13052241968,,81909605844#,,,,*117434#

Or Telephone:

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

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

Webinar ID: 819 0960 5844

Passcode: 117434

International numbers available: [HTTPS://US02WEB.ZOOM.US/U/KBJHQXM1SR](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

2. CALL TO ORDER: 9:00 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. AGENCY REPORTS:

I. City Of Story City ARPA 2023 Annual Report - Mark Jackson

Department Submitting Board of Supervisors

II. Lutheran Services Annual Report - Alyssa Barton, Service Coordinator

Department Submitting Auditor

Documents:

LSI.PDF

7. Consideration Of Proclamation For National Crime Victims' Rights Week April 23-29, 2023

Department Submitting Story County Attorney

Documents:

CRIME VICTIMS.PDF

8. CONSIDERATION OF MINUTES:

I. 4/11/23 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 5/15/23, in a) Secondary Roads for James Albright @ \$18.00/hr; Blake Holst @ \$17.00/hr; effective 5/22/23 for Jovis Shoemaker @ \$17.00/hr; effective 6/5/23 for Dillon Nicholson @ \$17.00/hr.

Department Submitting HR

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 Adopt-A-Road Application Renewal Effective 01/01/23-12/31/23: (A) Phi Kappa Theta On R38(N 500th Ave) From Lincoln Way To Cameron School Rd; (B) Sigma Kappa Sorority On R38 From Zumwalt Station To 260th; (C) Family Of Jameson O'Connor On R70(580th Ave) City Limits Of Cambridge To 290th St (D) Tall Dog Bike Club On R70(580th Ave) From HWY 30 To 260th Street; (E) Kruse Family On E63(320th Street) From 535th Ave To 520th Ave; (F) ISU CALS Student Council On E29(190th St) From R63 To 580th Ave; (G) Sigma Phi Epsilon On R38 From Hwy 30 To 250th Street; (H) Omega Tau Sigma On Riverside Rd From Hwy 69 To R63; (I) Teddy Perry On E29(190th St) From 610th Ave To S14; (J) Ames Golden K Kiwanis On 220th St From 570th Ave To 590th Ave; (K) Sigma Alpha On 280th From 520th Ave To Hwy

Department Submitting Engineer

Documents:

ADOPT A ROAD 23.PDF

II. Consideration Of Open Enrollment Dates For Story County

Department Human Resources
Submitting

Documents:

MEMO OPEN ENROLLMENT 2023.PDF

III. Consideration Of Story County Compensation Schedule Effective 7/1/23-6/30/24

Department Human Resources
Submitting

Documents:

FY24 PAY SCHEDULE.PDF

IV. Consideration Of The 28E Agreements Between Story County, IA And The Following Cities:
Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland Sheldahl, Slater, And Zearing For
Contract Law Enforcement Services For \$66.80 Per Capita Effective 7/1/23 - 6/30/24

Department Sheriff
Submitting

Documents:

COLLINS CONTRACT.PDF
COLO CONTRACT.PDF
GILBERT CONTRACT.PDF
KELLEY CONTRACT.PDF
MAXWELL CONTRACT.PDF
MCCALLSBURG CONTRACT.PDF
ROLAND CONTRACT.PDF
SHELDAHL CONTRACT.PDF
SLATER CONTRACT.PDF
ZEARING CONTRACT.PDF

V. Consideration Of Contract With Brush And Weed Control Specialists For Roadside Brush
Spraying Not To Exceed \$50,000 (Budgeted FY24)

Department Conservation
Submitting

Documents:

BRUSH SPRAYING CONTRACT.PDF

VI. Consideration Of Cooperative Agreement Between Story County Conservation And Prairie
Rivers Of Iowa RC And D Up To \$32,000.00 (Budget FY24)

Department Conservation
Submitting

Documents:

PRAIRIE RIVERS AGREEMENT.PDF

VII. Consideration Of Second Amendment To Conservation Easement With The Office Of The State
Archeologist For A Portion Of Lands To Be Transferred To The County From The U.S. Army
Corps Of Engineers

Department Conservation
Submitting

Documents:

USACE EASEMENT.PDF

VIII. Consideration Of Resolution #23-87, Setting Public Hearing For May 2, 2023, To Approve Plans And Bid Specifications For The Permanent Counter Barrier Project

Department Submitting Board of Supervisors

Documents:

RES2387.PDF

IX. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And The Mid-Iowa Planning Alliance For Community Development For The Provision Of Planning Consulting Services For The Implementation Of The Housing Action Plan For Up To \$191,000 With A Performance Period Of 4/18/23 – 4/30/26

Department Submitting Board of Supervisors

Documents:

BOS APRA 45 AGREEMENT.PDF

X. Consideration Of Grant Agreement Using American Rescue Plan Act (ARPA) Funding Between Story County And Shelter Housing Corp DbA The Bridge Home For The Finding Hope And A Home Project For Up To \$855,000 With A Performance Period Of 1/25/22 – 12/31/26

Department Submitting Board of Supervisors

Documents:

BOS ARPA 29.PDF

XI. Consideration Of Agreement With Garden & Associates For \$75,100.00 For Professional Services For Hickory Grove Park Wastewater System Engineering

Department Submitting Conservation

Documents:

UM HGP WW AGREEMENT.PDF
HGP WW PRELIMINARY REPORT.PDF
HGP WW ENGINEERING AGREEMENT.PDF

XII. Consideration Of Solar Power And Services Agreement With Red Lion Renewables

Department Submitting Conservation

Documents:

DAKINS SOLAR POWER AGREEMENT.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Proposal For Disaster Debris Site Management Plan, Proposed \$41,000 (Unbudgeted) - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF

RESPONSE.PDF

II. Discussion And Consideration Of Appropriation Of Additional American Rescue Plan Act Funds For The Hickory Grove Wastewater System Replacement - Mike Cox

Department Submitting Conservation

Documents:

HGP WW ARPA REQUEST.PDF

III. Discussion And Consideration Of FY2024-2028 Capital Improvements Plan - Leanne Harter

Department Submitting Board of Supervisors

Documents:

CIP FOR BOS ACTION.PDF

13. DEPARTMENTAL REPORTS:

I. IRVM Quarterly Report - Joe Kooiker

Department Submitting Auditor

Documents:

IRVM.PDF

II. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD QTR.PDF

14. OTHER REPORTS:

I. Quarterly Story County Financial Report FY'23 - Lisa Markley

Department Submitting Auditor

Documents:

QTR RPRT.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or

accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors
Agenda
4/18/23

NAME

Mike Cox
Joe Koerber
Sandra King
Amelia Schwaneman
Mark A. Jackson
Sara Strotzman
Lisa Maricley

AGENCY

Conservation
Conservation
BOS
P.D.
Story city
BOS,
Auditor

Story County ARPA Fund

City of Story City - No. 15

<u>Item</u>	<u>County Allocation</u>	<u>City Match</u>	<u>Total</u>	<u>Expended to Date</u>
Water Main Replacement	\$214,250	\$214,500	\$429,000	\$212,775.09
Sewer Main Lining	\$88,250	\$88,250	\$176,500	\$121,008.00
Total	\$302,500	\$302,500	\$605,500	\$333,783.09



HENRYSON STREET

MAPLE STREET

PENNSYLVANIA AVENUE

DIVISION 2
PROJECT
BOUNDARY

8TH STREET

STATE AVENUE

STORY STREET

BROAD STREET

WASHINGTON STREET

ELM AVENUE

LAFAYETTE AVENUE

GRAND AVENUE

HILLCREST DRIVE

PARK AVENUE

4TH STREET

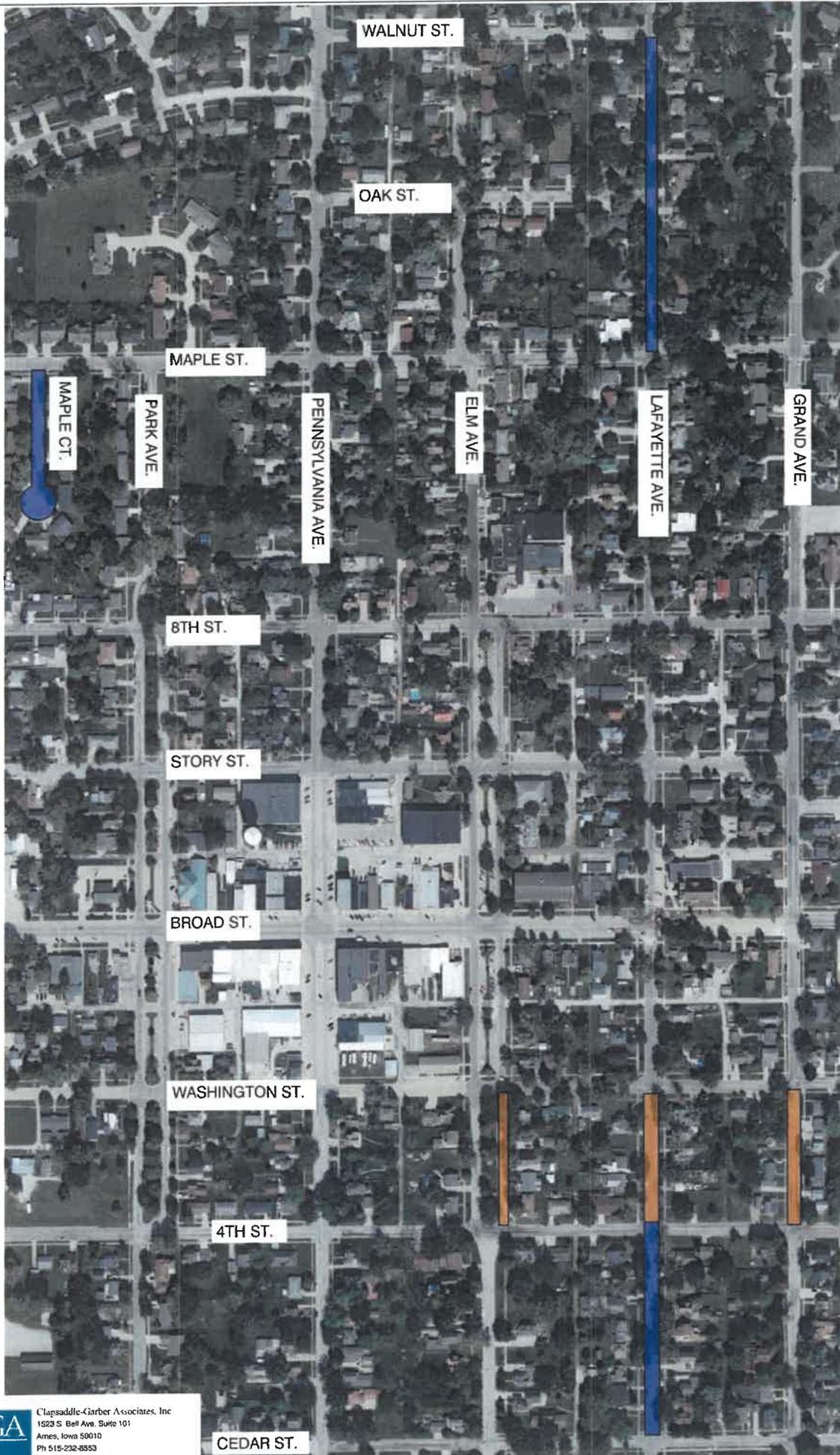
DIVISION 3
PROJECT
BOUNDARY

LARSON AVENUE

CEDAR STREET



Clapsaddle-Garber Associates, Inc
 1523 S. Bell Ave. Suite 101
 Ames, Iowa 50010
 Ph 515-232-1784
 www.cgaconsultants.com



CGA Clapsaddle-Garber Associates, Inc.
1523 S. Bell Ave. Suite 101
Ames, Iowa 50010
Ph 515-232-8553
www.cgacounselants.com

Story County Board of Supervisors

Crisis Child Care provides child care to families of children ages 0-12 that are experiencing an emergency or crisis situation (i.e. hospitalization, homelessness or domestic violence) and lack of family support/social supports to provide safe, appropriate care for their children. Placements are provided for a maximum of 72 continuous hours in the home of a registered child development home provider or licensed foster care provider. To be eligible for Crisis Child Care a family must reside in Story County, have a child age(s) 0-12 and be experiencing a crisis situation. We have staff on call 24/7 that is available to help with placement.

Currently we have been able to serve 4 families all with children under the age of 5 and provide 157.25 hours of care. This is the most care we have been able to provide since COVID. We have had to turn away 12 families as well this year due to lack of available providers. We currently have 3 providers enrolled in our program but they also run full time child care, so our placements have had to be on Saturdays and Sundays.

Our biggest focus this year is finding new providers. We have been working with CCRR on sending our information out to new providers they sign on. We are also trying to work on increasing the reimbursement for providers by next fiscal year in hopes to gain more providers.

Sincerely,
Alyssa Barton
Service Coordinator, Early Childhood
Lutheran Service in Iowa

National Crime Victims' Rights Week, April 23-29, 2023

Whereas the term "victim" is more than just a label and has legal standing and protections that go along with it;

Whereas crime victims' rights acts passed here in Iowa and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;

Whereas victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

Whereas the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes;

Whereas including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust;

Whereas engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

Whereas survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;

Whereas National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and

Whereas Story County is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

Now, therefore, we, the Story County Board of Supervisors, do hereby proclaim the week of April 23-29, 2023 as

Crime Victims' Rights Week

reaffirming this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

 [Signature] 4.18.23 [Date]

Latifah Faisal, Board of Supervisor, Chair

 [Signature] 4/18/2023 [Date]

Linda Murken, Board of Supervisors, Vice Chair

_____ [Signature] _____ [Date]

Lisa Heddens, Board of Supervisors, Board Member

Survivor Voices: Elevate. Engage. Effect Change.



Survivor Voices

Elevate. Engage. Effect Change.

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2009-03
Road Name: R38 (N 500th Ave)

SPONSOR:

Phi Kappa Theta Number of Volunteers: 30
Name of Sponsor (Organization, Group or Individual
2110 Lincoln Way, Ames, Iowa, 50014
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Ian Gray iangray99@gmail.com
Contact Person Address Phone # Email

Description of the road for which application is being made:
R38 (N 500th Ave) from Lincoln Way north to Cameron School Road

Number of miles requested for litter removal: 3

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Joseph Harper 3/30/2023
Applicant Date

STORY COUNTY APPROVAL

David Mow 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be 4/16/2023 Fall clean-up will be: 9/10/2023

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 1997-02
Road Name: R38

SPONSOR:

Sigma Kappa Sorority Number of Volunteers: 100
Name of Sponsor (Organization, Group or Individual)

233 Gray Avenue
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Contact Person	Address	Phone #	Email
<u>Foundation Chair</u>			<u>sigkapvpps1874@gmail.com</u>

Description of the road for which application is being made:
R38 from Zumwalt Station (250th) south to 260th

Number of miles requested for litter removal: 1.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Megan Duff 2/23/2023
Applicant Date

STORY COUNTY APPROVAL

Dawn Mon 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 18th & 19th Fall clean-up will be: Sept. 19th & 20th

STORY COUNTY

837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

**APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number: 2016-02
Road Name: R70 (580th Avenue)

SPONSOR:

Family of Jameson O'Connor Number of Volunteers: _____
Name of Sponsor (Organization, Group or Individual)

511 N 2nd Ave
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Patrick O'Connor 515-229-5076 ptoconnor@mchsi.com
Contact Person Address Phone # Email

Description of the road for which application is being made:
County Road R70 (580th Avenue) from City limits of Cambridge north to 290th Street.

Number of miles requested for litter removal: 2

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Patrick O'Connor 2-26-2023
Applicant Date

STORY COUNTY APPROVAL

Dawn Mon 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 6th Fall clean-up will be: Sept 24th

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

**APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number: 2005-02
Road Name: R70 (580th Avenue)

SPONSOR:

Tall Dog Bike Club Number of Volunteers: 16
Name of Sponsor (Organization, Group or Individual)

127 High Avenue
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Lee Hackbarth (Pres.) 515-291-6897
Contact Person Address Phone # Email

Description of the road for which application is being made:
R70 from Hwy 30 south to 260th Street

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Lee Hackbarth 2/28/23
Applicant Date

STORY COUNTY APPROVAL

Dennis Moran 4-11-23
County Engineer Date

[Signature] 4.18.23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be MAY 20th Fall clean-up will be: OCT. 14th

STORY COUNTY
137 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 1998-~~43~~
Road Name: E29

SPONSOR

BU CALS Student Council Number of Volunteers: 60
Name of Sponsor (Organization, Group or Individual
Curtiss Hall, 513 Farm House Ln, Ames, IA 50011
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Paige Jergens 4719 Mortensen Rd. 519-551-1669 jergenspi@iastate.edu
Contact Person Address #201 Phone # Email
AMES, IA 50014

Description of the road for which application is being made:
E29 (190th St) from R63 (Dayton Ave) east to 580th Ave

Number of miles requested for litter removal 2 miles

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Paige Jergens 3/20/23
Applicant Date

STORY COUNTY APPROVAL

Paige Mon 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used

Spring clean-up date will be March 22, 2023 Fall clean-up will be TBD

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

**APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number: 1995-08
Road Name: R38

SPONSOR:

Sigma Phi Epsilon Number of Volunteers: 25
Name of Sponsor (Organization, Group or Individual)

228 Gray Avenue
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Contact Person	Address	Phone #	Email
Andrew Holm		515-326-2747	aeholm@iastate.edu

Description of the road for which application is being made:
R38 from Hwy 30 south to 250th (Zumwalt Station)

Number of miles requested for litter removal: 1.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Andrew Holm 3/23/23
Applicant Date

STORY COUNTY APPROVAL

David Mann 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be _____ Fall clean-up will be: _____

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2007-01
Road Name: Riverside Road

SPONSOR:

OTS - Omega Tau Sigma Number of Volunteers: upto 15
Name of Sponsor (Organization, Group or Individual)

Mailing Address (Street, P.O. Box, City, State, Zip Code)

<u>Rachel Voigt</u> Vibhuti Oberoi	<u>108 Millberry</u>	<u>701 301 9461</u> 408-217-4763	<u>raveigt@iastate.edu</u> vtoberoi@iastate.edu
Contact Person	Address	Phone #	Email

Description of the road for which application is being made:
Riverside Road from Hwy 69 east to R63 (Dayton Ave)

Number of miles requested for litter removal: 2.0

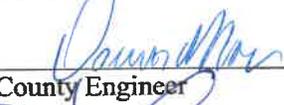
Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

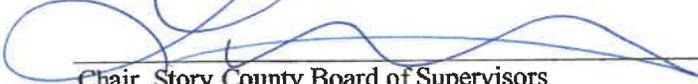
Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

 3-22-23
Applicant Date

STORY COUNTY APPROVAL

 4-11-23
County Engineer Date

 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be 4/1/23 Fall clean-up will be: 10/7/23

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

**APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number: 2019-01
Road Name: E29

SPONSOR:

Teddy Perry Number of Volunteers: 5
Name of Sponsor (Organization, Group or Individual)

135 Waterfront
Mailing Address (Street, P.O. Box, City, State, Zip Code)

<u>Joanie Perry</u>	<u>515-509-3760</u>	<u>joink1@outlook.com</u>
Contact Person	Address	Phone #

Description of the road for which application is being made:
610th Ave to East S14

Number of miles requested for litter removal: 1

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Joanie Brookes 03-27-23
Applicant Date

STORY COUNTY APPROVAL

Dawn Mon 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be May 27 Fall clean-up will be: Sept 30

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyiowa.gov

**APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number: 2000-02
Road Name: 220th Street

SPONSOR:

Ames Golden K Kiwanis Number of Volunteers: 15-20
Name of Sponsor (Organization, Group or Individual)

~~2207 McKinley Ct~~ 5125 Emerson Ames, IA 50014
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Mark Lohfer 515-460-3364
~~Gene Pollmann~~ ~~515-232-7532~~ Cypackbum@aol.com
Contact Person Address Phone # Email

Description of the road for which application is being made:
220th Street from 570th Ave to 590th Ave

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Mark E Lohfer 3/30/2023
Applicant Date

STORY COUNTY APPROVAL

[Signature] 4.11.23
County Engineer Date

[Signature] 4.18.23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be _____ Fall clean-up will be: _____

STORY COUNTY
837 N Avenue
Nevada, IA 50201
515-382-7355

Email: engineerweb@storycountyia.gov

APPLICATION RENEWAL FOR STORY COUNTY
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2016-07
Road Name: 280th Street

SPONSOR:

Sigma Alpha Number of Volunteers: 60
Name of Sponsor (Organization, Group or Individual)

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Delaney Nichols nicholsd@iastate.edu
Rachel Reicks rreicks@iastate.edu
Contact Person Address Phone # Email

Description of the road for which application is being made:
280th Street from 520th Avenue to Hwy 69

Number of miles requested for litter removal: 2.5

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2023 until December 31, 2023.

Delaney Nichols 4/5/2023
Applicant Date

STORY COUNTY APPROVAL

Caution Man 4-11-23
County Engineer Date

[Signature] 4-18-23
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be 4/10/2023 Fall clean-up will be: 8/28/2023

Adopted Pay Plan 7/1/2023

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	26,144.01	26,797.61	27,467.55	28,154.24	28,858.09	29,579.54	30,319.03	31,077.01	31,853.93	32,650.28	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32
Bi-weekly	1,005.54	1,030.68	1,056.44	1,082.86	1,109.93	1,137.67	1,166.12	1,195.27	1,225.15	1,255.78	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32
Hourly	12.57	12.88	13.21	13.54	13.87	14.22	14.58	14.94	15.31	15.70	16.09	16.49	16.90	17.33	17.76	18.20
2	27,467.55	28,154.24	28,858.09	29,579.54	30,319.03	31,077.01	31,853.93	32,650.28	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20
Bi-weekly	1,056.44	1,082.86	1,109.93	1,137.67	1,166.12	1,195.27	1,225.15	1,255.78	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05
Hourly	13.21	13.54	13.87	14.22	14.58	14.94	15.31	15.70	16.09	16.49	16.90	17.33	17.76	18.20	18.66	19.13
3	28,858.09	29,579.54	30,319.03	31,077.01	31,853.93	32,650.28	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12
Bi-weekly	1,109.93	1,137.67	1,166.12	1,195.27	1,225.15	1,255.78	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50
Hourly	13.87	14.22	14.58	14.94	15.31	15.70	16.09	16.49	16.90	17.33	17.76	18.20	18.66	19.13	19.60	20.09
4	30,319.03	31,077.01	31,853.93	32,650.28	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00
Bi-weekly	1,166.12	1,195.27	1,225.15	1,255.78	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88
Hourly	14.58	14.94	15.31	15.70	16.09	16.49	16.90	17.33	17.76	18.20	18.66	19.13	19.60	20.09	20.60	21.11
5	31,853.93	32,650.28	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99
Bi-weekly	1,225.15	1,255.78	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38
Hourly	15.31	15.70	16.09	16.49	16.90	17.33	17.76	18.20	18.66	19.13	19.60	20.09	20.60	21.11	21.64	22.18
6	33,466.54	34,303.20	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53
Bi-weekly	1,287.17	1,319.35	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21
Hourly	16.09	16.49	16.90	17.33	17.76	18.20	18.66	19.13	19.60	20.09	20.60	21.11	21.64	22.18	22.73	23.30
7	35,160.78	36,039.80	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30
Bi-weekly	1,352.34	1,386.15	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59
Hourly	16.90	17.33	17.76	18.20	18.66	19.13	19.60	20.09	20.60	21.11	21.64	22.18	22.73	23.30	23.89	24.48
8	36,940.80	37,864.32	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29
Bi-weekly	1,420.80	1,456.32	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74
Hourly	17.76	18.20	18.66	19.13	19.60	20.09	20.60	21.11	21.64	22.18	22.73	23.30	23.89	24.48	25.09	25.72
9	38,810.93	39,781.20	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79
Bi-weekly	1,492.73	1,530.05	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92
Hourly	18.66	19.13	19.60	20.09	20.60	21.11	21.64	22.18	22.73	23.30	23.89	24.48	25.09	25.72	26.36	27.02
10	40,775.73	41,795.12	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41
Bi-weekly	1,568.30	1,607.50	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36
Hourly	19.60	20.09	20.60	21.11	21.64	22.18	22.73	23.30	23.89	24.48	25.09	25.72	26.36	27.02	27.70	28.39
11	42,840.00	43,911.00	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09
Bi-weekly	1,647.69	1,688.88	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35
Hourly	20.60	21.11	21.64	22.18	22.73	23.30	23.89	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
12	45,008.78	46,133.99	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13
Bi-weekly	1,731.11	1,774.38	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16
Hourly	21.64	22.18	22.73	23.30	23.89	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34
13	47,287.34	48,469.53	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17
Bi-weekly	1,818.74	1,864.21	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08
Hourly	22.73	23.30	23.89	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.93
14	49,681.27	50,923.30	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29
Bi-weekly	1,910.82	1,958.59	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43
Hourly	23.89	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.93	33.75	34.59
15	52,196.38	53,501.29	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92
Bi-weekly	2,007.55	2,057.74	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54
Hourly	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.93	33.75	34.59	35.46	36.34
16	54,838.82	56,209.79	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92	77,485.82	79,422.97
Bi-weekly	2,109.19	2,161.92	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54	2,980.22	3,054.73
Hourly	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.93	33.75	34.59	35.46	36.34	37.25	38.18
17	57,615.04	59,055.41	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92	77,485.82	79,422.97	81,408.54	83,443.75
Bi-weekly	2,215.96	2,271.36	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54	2,980.22	3,054.73	3,131.10	3,209.38
Hourly	27.70	28.39	29.10	29.83	30.58	31.34	32.12	32.93	33.75	34.59	35.46	36.34	37.25	38.18	39.14	40.12
18	60,531.80	62,045.09	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92	77,485.82	79,422.97	81,408.54	83,443.75	85,529.85	87,668.09
Bi-weekly	2,328.15	2,386.35	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54	2,980.22	3,054.73	3,131.10	3,209.38	3,289.61	3,371.85
Hourly	29.10	29.83	30.58	31.34	32.12	32.93	33.75	34.59	35.46	36.34	37.25	38.18	39.14	40.12	41.12	42.15
19	63,596.22	65,186.13	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92	77,485.82	79,422.97	81,408.54	83,443.75	85,529.85	87,668.09	89,859.80	92,106.29
Bi-weekly	2,446.01	2,507.16	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54	2,980.22	3,054.73	3,131.10	3,209.38	3,289.61	3,371.85	3,456.15	3,542.55
Hourly	30.58	31.34	32.12	32.93	33.75	34.59	35.46	36.34	37.25	38.18	39.14	40.12	41.12	42.15	43.20	44.28
20	66,815.78	68,486.17	70,198.33	71,953.29	73,752.12	75,595.92	77,485.82	79,422.97	81,408.54	83,443.75	85,529.85	87,668.09	89,859.80	92,106.29	94,408.95	96,769.17
Bi-weekly	2,569.84	2,634.08	2,699.94	2,767.43	2,836.62	2,907.54	2,980.22	3,054.73	3,131.10	3,209.38	3,289.61	3,371.85	3,456.15	3,542.55	3,631.11	3,721.89
Hourly	32.12	32.93	33.75	34.59	35.46	36.34	37.25	38.18	39.14	40.12	41.12	42.15	43.20	44.28	45.39	46.52
21	73,752.12	75,595.92	77,485.82	79,422.97	81,408.54	83,443.75	85,529.85	87,668.09	89,859.80	92,106.29	94,408.95	96,769.17	99,188.40	101,668.11	104,209.81	106,815.06
Bi-weekly	2,836.62	2,907.54	2,980.22	3,054.73	3,131.10	3,209.38	3,289.61	3,371.85	3,456.15	3,542.55	3,631.11	3,721.89	3,814.94	3,910.31	4,008.07	4,108.27
Hourly	35.46	36.34	37.25	38.18	39.14	40.12	41.12	42.15	43.20	44.28	45.39	46.52	47.69	48.88	50.10	51.37
22	81,408.54	83,443.75	85,529.85	87,668.09	89,859.80	92,106.29	94,408.95	96,769.17	99,188.40	101,668.11	104,209.81	106,815.06	109,485.43	112,222.57	115,028.13	117,903.84
Bi-weekly	3,131.10	3,209.38	3,289.61	3,371.85	3,456.15	3,542.55	3,631.11	3,721.89	3,814.94	3,910.31	4,008.07	4,108.27	4,210.98	4,316.25	4,424.16	4,534.76
Hourly	39.14	40.12	41.12	42.15	43.20	44.28	45.39	46.52	47.69	48.88	50.10	51.35	52.64	53.95	55.30	56.68
23	89,859.79	92,106.29	94,408.95	96,769.17	99,188.40	101,668.11	104,209.81	106,815.06	109,485.43	112,222.57	115,028.13	117,903.84	120,851.43	123,872.72	126,969.54	130,143.78
Bi-weekly	3,456.15	3,542.55	3,631.11	3,721.89	3,814.94	3,910.31	4,008.07	4,108.27	4,210.98	4,316.25	4,424.16	4,534.76	4,648.13	4,764.34	4,883.44	5,005.53
Hourly	43.20	44.28	45.39	46.52	47.69	48.88	50.10	51.35	52.64	53.95	55.30	56.68	58.10	59.55	61.04	62.57

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
24	99,188.40	101,668.11	104,209.81	106,815.06	109,485.43	112,222.57	115,028.13	117,903.84	120,851.43	123,872.72	126,969.54	130,143.78	133,397.37	136,732.30	140,150.61	143,654.38
Bi-weekly	3,814.94	3,910.31	4,008.07	4,108.27	4,210.98	4,316.25	4,424.16	4,534.76	4,648.13	4,764.34	4,883.44	5,005.53	5,130.67	5,258.93	5,390.41	5,525.17
Hourly	47.69	48.88	50.10	51.35	52.64	53.95	55.30	56.68	58.10	59.55	61.04	62.57	64.13	65.74	67.38	69.06
25	109,485.43	112,222.57	115,028.13	117,903.84	120,851.43	123,872.72	126,969.54	130,143.78	133,397.37	136,732.30	140,150.61	143,654.38	147,245.74	150,926.88	154,700.05	158,567.55
Bi-weekly	4,210.98	4,316.25	4,424.16	4,534.76	4,648.13	4,764.34	4,883.44	5,005.53	5,130.67	5,258.93	5,390.41	5,525.17	5,663.30	5,804.88	5,950.00	6,098.75
Hourly	52.64	53.95	55.30	56.68	58.10	59.55	61.04	62.57	64.13	65.74	67.38	69.06	70.79	72.56	74.38	76.23
26	120,851.43	123,872.72	126,969.54	130,143.78	133,397.37	136,732.30	140,150.61	143,654.38	147,245.74	150,926.88	154,700.05	158,567.55	162,531.74	166,595.04	170,759.91	175,028.91
Bi-weekly	4,648.13	4,764.34	4,883.44	5,005.53	5,130.67	5,258.93	5,390.41	5,525.17	5,663.30	5,804.88	5,950.00	6,098.75	6,251.22	6,407.50	6,567.69	6,731.88
Hourly	58.10	59.55	61.04	62.57	64.13	65.74	67.38	69.06	70.79	72.56	74.38	76.23	78.14	80.09	82.10	84.15
27	133,397.37	136,732.30	140,150.61	143,654.38	147,245.74	150,926.88	154,700.05	158,567.55	162,531.74	166,595.04	170,759.91	175,028.91	179,404.63	183,889.75	188,486.99	193,199.17
Bi-weekly	5,130.67	5,258.93	5,390.41	5,525.17	5,663.30	5,804.88	5,950.00	6,098.75	6,251.22	6,407.50	6,567.69	6,731.88	6,900.18	7,072.68	7,249.50	7,430.74
Hourly	64.13	65.74	67.38	69.06	70.79	72.56	74.38	76.23	78.14	80.09	82.10	84.15	86.25	88.41	90.62	92.88

APPROVED

DENIED

Board Member Initials: _____

Meeting Date: 4-18-23

Follow-up action: _____

Prepared By: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 9th day of February, 2023, the City of Collins and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Collins, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Collins, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 495) to Story County, Iowa, which amounts to the annual sum of \$33,066.00. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

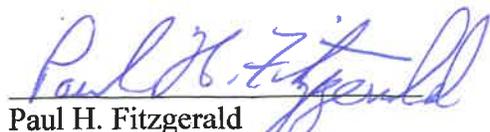
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Collins, the City Clerk of Collins, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. City shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this Agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors


Attest: Story County Auditor
Paul H. Fitzgerald
Story County Sheriff

CITY OF COLLINS, IOWA


Brett Comegys, Mayor
City of Collins, Iowa
Katie Baldwin
City Clerk for Collins, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 6th day of February, 2023, the City of Colo and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Colo, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

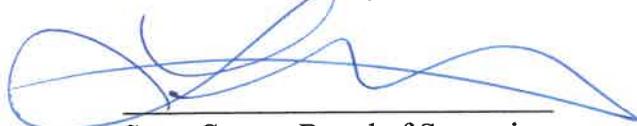
2. In consideration for the law enforcement services above described, the City of Colo, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 845) to Story County, Iowa, which amounts to the annual sum of \$56,446.00. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

- 3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
- 4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
- 5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Colo, the City Clerk of Colo, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
- 6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
- 7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors


Attest: Story County Auditor

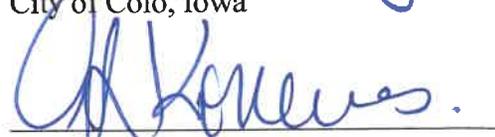

Paul H. Fitzgerald
Story County Sheriff

CITY OF COLO, IOWA



Brent Bappe, Mayor
City of Colo, Iowa

Rodney Geisinger, Mayor Protem


Amy Kohlwes
City Clerk for Colo, Iowa

Resolution 2023-02-01

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 6th day of February, 2023, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 1,211) to Story County, Iowa, which amounts to the annual sum of \$80,894.80. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

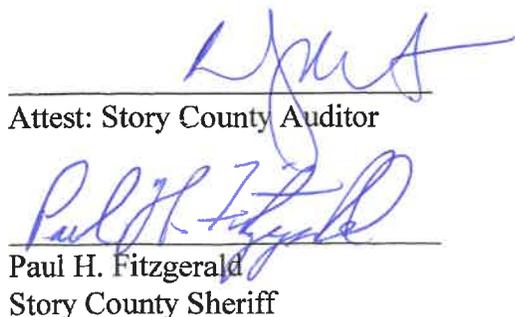
3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



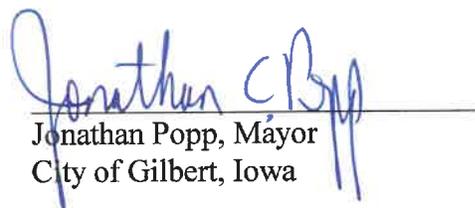
Story County Board of Supervisors

Attest: Story County Auditor

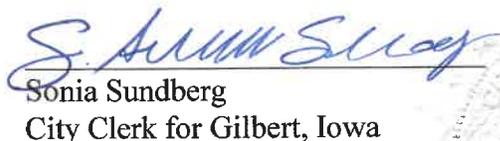


Paul H. Fitzgerald
Story County Sheriff

CITY OF GILBERT, IOWA



Jonathan Popp, Mayor
City of Gilbert, Iowa



Sonia Sundberg
City Clerk for Gilbert, Iowa



Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515- 382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 14th day of February, 2023, the City of Kelley and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Kelley, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

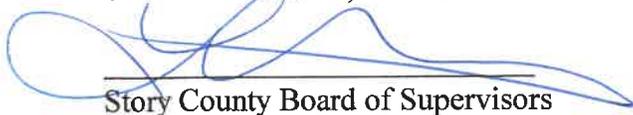
2. In consideration for the law enforcement services above described, the City of Kelley, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 304) to Story County, Iowa, which amounts to the annual sum of \$20,307.20 This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

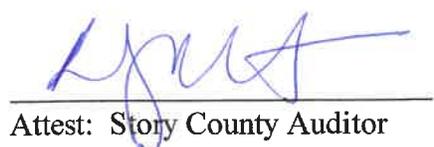
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Kelley, the City Clerk of Kelley, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

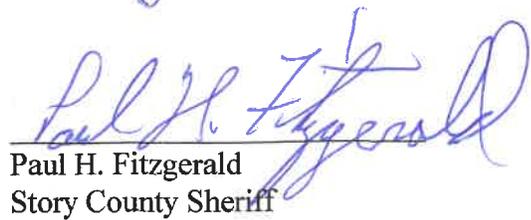
STORY COUNTY, IOWA



Story County Board of Supervisors

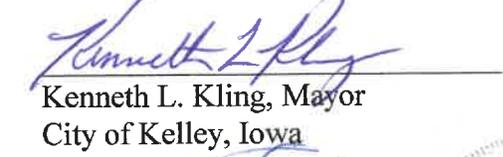


Attest: Story County Auditor

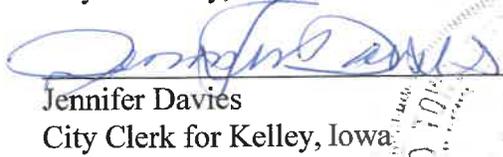


Paul H. Fitzgerald
Story County Sheriff

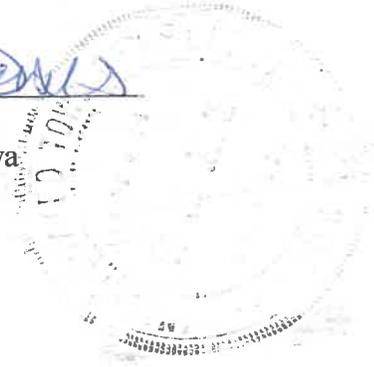
CITY OF KELLEY, IOWA



Kenneth L. Kling, Mayor
City of Kelley, Iowa



Jennifer Davies
City Clerk for Kelley, Iowa



Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 6th day of February, 2023, the City of Maxwell and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Maxwell, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Maxwell, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 859) to Story County, Iowa, which amounts to the annual sum of \$57,381.20. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

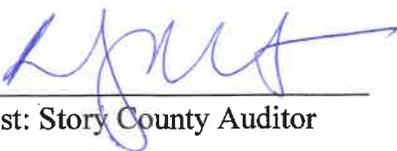
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Maxwell, the City Clerk of Maxwell, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

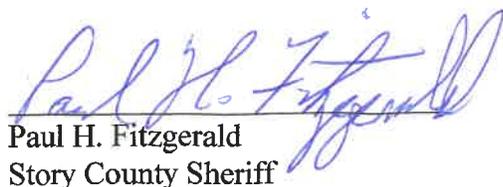
STORY COUNTY, IOWA



Story County Board of Supervisors

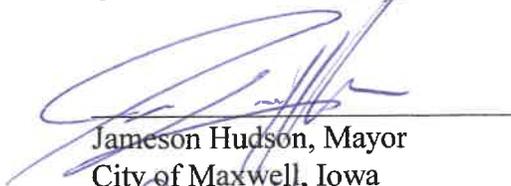


Attest: Story County Auditor

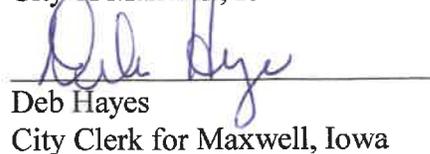


Paul H. Fitzgerald
Story County Sheriff

CITY OF MAXWELL, IOWA



Jameson Hudson, Mayor
City of Maxwell, Iowa



Deb Hayes
City Clerk for Maxwell, Iowa

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

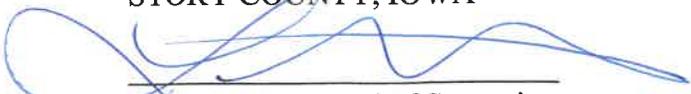
On this 8 day of February, 2023, the City of McCallsburg and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of McCallsburg, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of McCallsburg, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 353) to Story County, Iowa, which amounts to the annual sum of \$23,580.40. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of McCallsburg, the City Clerk of McCallsburg, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

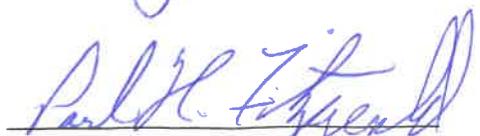
STORY COUNTY, IOWA



Story County Board of Supervisors

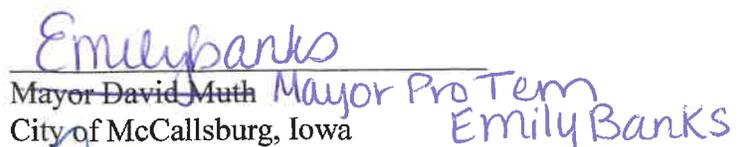


Attest: Story County Auditor

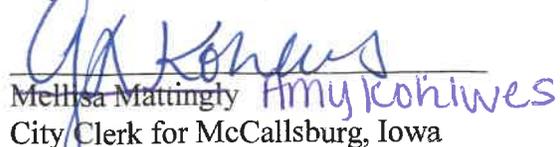


Paul H. Fitzgerald
Story County Sheriff

CITY OF MCCALLSBURG, IOWA



Emily Banks
Mayor Pro Tem
City of McCallsburg, Iowa



Amy Kohiwes
City Clerk for McCallsburg, Iowa

Prepared by: Paul H. Fitzgerald. Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of February, 2023, the City of Roland and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Roland, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Roland, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census figures of 1,362) to Story County, Iowa, which amounts to the annual sum of \$90,981.60. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

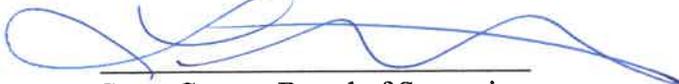
AGREEMENT

Page 2

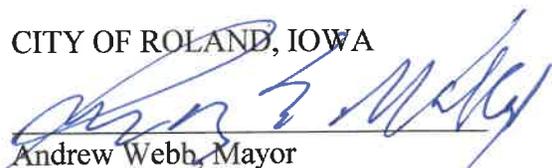
3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Roland, the City Clerk of Roland, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

CITY OF ROLAND, IOWA



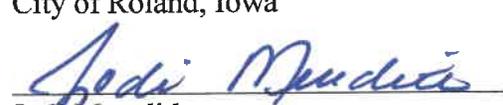
Story County Board of Supervisors



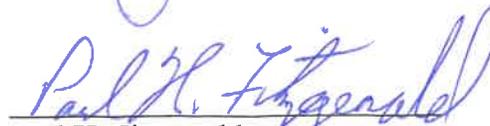
Andrew Webb, Mayor
City of Roland, Iowa



Attest: Story County Auditor



Jodi Meredith
City Clerk for Roland, Iowa



Paul H. Fitzgerald
Story County Sheriff

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

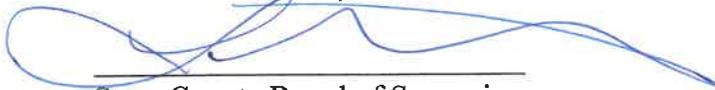
On this 6 day of March, 2023, the City of Sheldahl and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Sheldahl, Iowa, with law enforcement services under the terms of this contract and pursuant to a 28E agreement with Boone and Polk Counties. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of jurisdictional fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

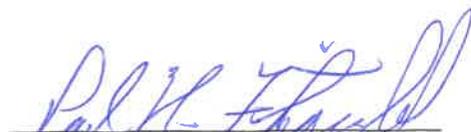
2. In consideration for the law enforcement services above described, the City of Sheldahl, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 297) to Story County, Iowa, which amounts to the annual sum of \$19,839.60. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Sheldahl, the City Clerk of Sheldahl, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

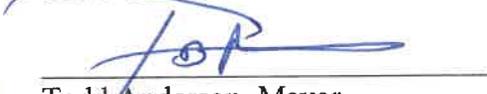
STORY COUNTY, IOWA



Story County Board of Supervisors


Attest: Story County Auditor
Paul H. Fitzgerald
Story County Sheriff

CITY OF SHELDAHL, IOWA



Todd Anderson, Mayor
City of Sheldahl, Iowa


Rachel Wicks
City Clerk for Sheldahl, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 13th day of February, 2023, the City of Slater and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Slater, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Slater, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 1,543) to Story County, Iowa, which amounts to the annual sum of \$103,072.40. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

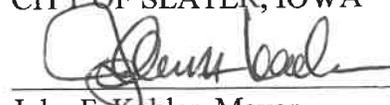
AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Slater, the City Clerk of Slater, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

CITY OF SLATER, IOWA



Story County Board of Supervisors

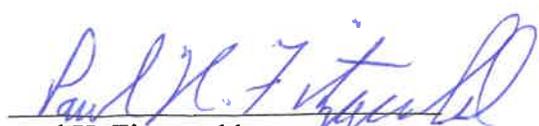
John F. Kahler, Mayor
City of Slater, Iowa



Attest: Story County Auditor



Jennifer Davies
City Clerk for Slater, Iowa



Paul H. Fitzgerald
Story County Sheriff

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 13 day of February, 2023, the City of Zearing and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Zearing, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Zearing, Iowa will pay a per capita rate of \$66.80 (based on the 2020 census of 528) to Story County, Iowa, which amounts to the annual sum of \$35,270.40. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

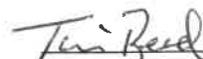
AGREEMENT
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Zearing, the City Clerk of Zearing, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

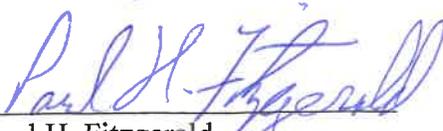
CITY OF ZEARING, IOWA



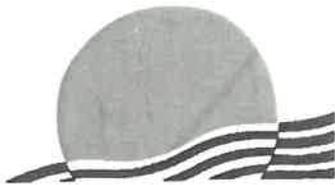
Story County Board of Supervisors

Tim Reed, Mayor
City of Zearing, Iowa

Attest: Story County Auditor

Karen Davis
City Clerk, City of Zearing, Iowa

Paul H. Fitzgerald
Story County Sheriff



Memorandum

To: Story County Board of Supervisors
Through: Michael Cox, Director
From: Joseph Kooiker, Vegetation Management Biologist
Date: April 18, 2023
Re: Consider of Contract with Brush and Weed Control Specialists for Roadside Brush Spraying

The attached contract secures the services of Brush and Weed Control Specialists to perform brush and tree control in New Albany, Collins, Indian Creek, Union, and Palestine Townships.

Quotes were requested from local contractors for this project. Brush and Weed Control Specialists were selected because no other contractors responded. The contract will be on a time and materials basis and will not exceed \$50,000. The budgeted amount for contract brush spray for FY24 is \$50,000.

Story County IRVM is responsible for controlling undesirable woody vegetation on over 500 miles of roadsides. This includes trees and brush that compromise public safety, maintenance operations, and overall integrity of designed systems.

The Story County Conservation Board recommends your approval.

Approval

Disapproval

4.18.23
Date

Date

STORY COUNTY CONSERVATION
QUOTE PURCHASING FORM

Employee requesting quote: Joseph Kooiker, Vegetation Management Biologist

Item(s) description:

Contract Brush Control in New Albany, Collins, Indian Creek, Union and Palestine Townships

Price quotes were received from the following firms:

Firm	Price/Quote
<u>Brush and Weed Control Specialists – Algona, IA</u>	<u>\$53,575.00</u>
<u>Midwest Spray Team- Des Moines, IA</u>	<u>Quote Requested/No Quote Received</u>

Comments:

Midwest Spray Team was contacted in person at Iowa Weed Commissioners' Conference. Owner said they were not interested in submitting a quote for brush control this year. B&W Control Specialists was selected as contractor for FY 2024 contract spray.

The following firm was selected: Brush and Weed Control Specialists

Purchase approved by: _____

Date: _____

CONTRACT

Kind of Work Tree and Brush Spraying in R.O.W.'s

County Story

Project No. IRVM Brush FY 2024

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board, Contracting Authority, and

Brush and Weed Control Specialists Inc. Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ 50,000.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Complete brush spraying per proposal		HR		\$50,000.00
2					
3					
4					
5					
6					
7					
8					
9	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella				
10					
11					
12					
13	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
14					
				Subtotal:	\$50,000.00
	<input type="checkbox"/> See supplemental information on Page 2			Pg2 Subtot:	
				TOTAL:	\$50,000.00

Said specifications and plans are hereby made a part of the the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Brush Control FY 2024

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
	11/3/2023		

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Recommended by: _____

Approved: _____

Story County, Iowa

Contracting Authority

By: [Signature]
Chair, Story County Board of Supervisors

Date: _____

By: Brush and Weed Control Specialist, Inc
Contractor

Date: 3-16-2023

QUOTE PROPOSAL

Type of Work Tree and Brush Spraying in R.O.W.'s

Project No. IRVM Brush FY 2024

System Local

County Story County

The following is a quote for tree and brush spraying in Story County, Iowa, road right-of-ways.

All quotes must be received by March 29th, 2023 by 4:00 p.m.

Location:

Brush spraying will be done in New Albany, Collins, Indian Creek, Union and Palestine Townships.

A map of sensitive areas will be provided to contractors prior to the start of spray operations.

Schedule of Billing:

Amount charged will be based on time and materials. The actual amount billed will be taken from daily spray records of which the County will receive copies of at the time of billing. A running total will be kept as the work progresses to make sure contractor stays within the allocated budget. Contractor will not exceed \$50,000 in amount charged.

Schedule of Work:

Contractor can start the spraying program after July 3rd, 2023 with a completion date no later than September 22, 2023.

Scope of Work:

Contractor will guarantee 90% control of all treated brush.

Contractor will not apply herbicide in winds above 15 miles per hour.

Contractor will use hand gun application equipment to ensure complete coverage.

All contractors will follow herbicide label rates and recommendations.

Any retreatments to areas where adequate control is not obtained will be done at no further expense to Story County.

Chemical active ingredients approved by Story County IRVM are listed in supplemental contract information.

Exclusions:

Contractor will not treat brush that is taller than 10 ft. tall.

Contractor will not treat trees that cannot be effectively be controlled without causing off site damage.

Contractor will not treat brush located on backslopes directly in front of farmsteads.

Contractor will not treat areas located within the sensitive area map that will be provided by Story County.

Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella. This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.

Proposal of Brush and Weed Control Specialists Inc.
1108 230th St. Algona, IA 50511

Contractor Federal ID Number 42-1035409

The quoter hereby certifies that no other principal is involved in or has an interest in this proposal; that the quoter has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quoter has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quoter understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quoter proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, Quoter agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to

execute the format contract within thirty days of the date of approval, for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group or	Amount of Proposal Guaranty	Construction Period	Working	Liquidated Damages	Per Day

Enclosed herewith is a certified check credit union share draft Cashier's check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty, it is understood by bidder that the said guaranty document shall be retained by Story County as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning bidder.

Signatures are to be by authorized agent. If joint venture, each should sign.

 4/18/23

Signed:
Date:


3-16-2023



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: April 18, 2023

Re: Consideration of Second Amendment to Conservation Easement with the Office of the State Archeologist for a Portion of Lands to be Transferred to the County from the U.S. Army Corps of Engineers

The attached amendment further defines the addition of one area of land for protection of its archeological resources to an easement previously executed and in force. This amendment is required by the State Historic Preservation Office. The area being further clarified is on land which will be retained by Story County.

The easement permanently protects a portion of that real estate which is being transferred to Story County from the U.S. Army Corps of Engineers. The land included in this easement has archeological values necessitating this protection. Upon execution of this amendment, the USACE will finalize its approval of the land transfer.

Story County Conservation Board urges your approval.

Approval

4.18.23
Date

Disapproval

Date

Preparer: David L. Dorff, Assistant Attorney General [PH: 515-281-5351; FAX 515-242-6072]
IOWA DEPARTMENT OF JUSTICE, Lucas Bldg., 321 E. 12th St., Ground Floor, Des Moines, IA 50319
Return original recorded document to: Office of State Archaeologist, 700 Clinton Street Bldg., Iowa City, Iowa 52242-1030

SECOND AMENDMENT TO DEED OF CONSERVATION EASEMENT

This Second Amendment is made this ____ day of ____, 2023, between Story County, Iowa, (hereinafter together with its personal representatives, successors and assigns collectively referred to as “Grantor”), and the State Archaeologist (hereinafter together with the State Archaeologist’s statutorily authorized successors and assigns, collectively referred to as “Grantee”), parties to a Deed of Conservation Easement (Easement) dated July 20, 2021, and filed in the Office of the Story County Recorder September 22, 2021, as Instrument Number 2021-12130, concerning certain real property legally described in Exhibit 1c attached hereto and incorporated by this reference

This Second Amendment is made to further define easement area of archeological site 13SR382.

WHEREAS, the Easement protects certain real property for archeological interests;

WHEREAS, the State Historic Preservation Office requires including an additional site to the easement;

WHEREAS, Paragraph 17 of the Easement provides that if circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement.

NOW THEREFORE, Grantor and Grantee hereby amend the Easement by:

1. Paragraph 1 is further amended to add archeological site 13SR382, indicated by a circle, and its associated sensitive area, as shown on attached Exhibit 1c.

Exhibit 1c is attached and shall become part of the Easement to show the new archeological site.

Grantor and Grantee agree that this amendment does not affect the purpose of the Easement. All other terms and conditions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement as follows:

GRANTOR

[Signature]
STORY COUNTY, IOWA

ATTEST:

By: Latifah Faisal
April 18, 2023

By: Lucy Martin
April 18, 2023

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF STORY)

On this 18th day of April, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Latifah Faisal, to me personally known, and who, being by me duly sworn, did say that he/she is the Chairperson of Story County, Iowa; a municipal corporation; and that the instrument was signed on behalf of the County, by authority of its Board of Supervisors, on the 18th day of April, 2023; and that Lucy Martin acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Michelle L. Bellile
Notary Public



[The remainder of this page is intentionally left blank.]

GRANTEE ACCEPTANCE

The Office of State Archaeologist hereby agrees to accept the Second Amendment to Deed of Conservation Easement in accordance with the terms and conditions of this instrument. The Office of State Archaeologist pledges to hold the conservation easement as a public trustee and to honor and defend the expressed intentions set forth in this instrument.

OFFICE OF STATE ARCHAEOLOGIST

By: _____
John F. Doershuk, State Archaeologist

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2023,
by John F. Doershuk, as State Archaeologist for the State of Iowa.

Notary Public

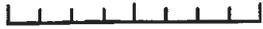
EXHIBIT 1c

EASEMENT DESCRIPTION

Those parts of the Northwest Quarter of Section 30, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa, as noted on Exhibit 1c.

Exhibit 1C: Conservation Easement Areas

Legend

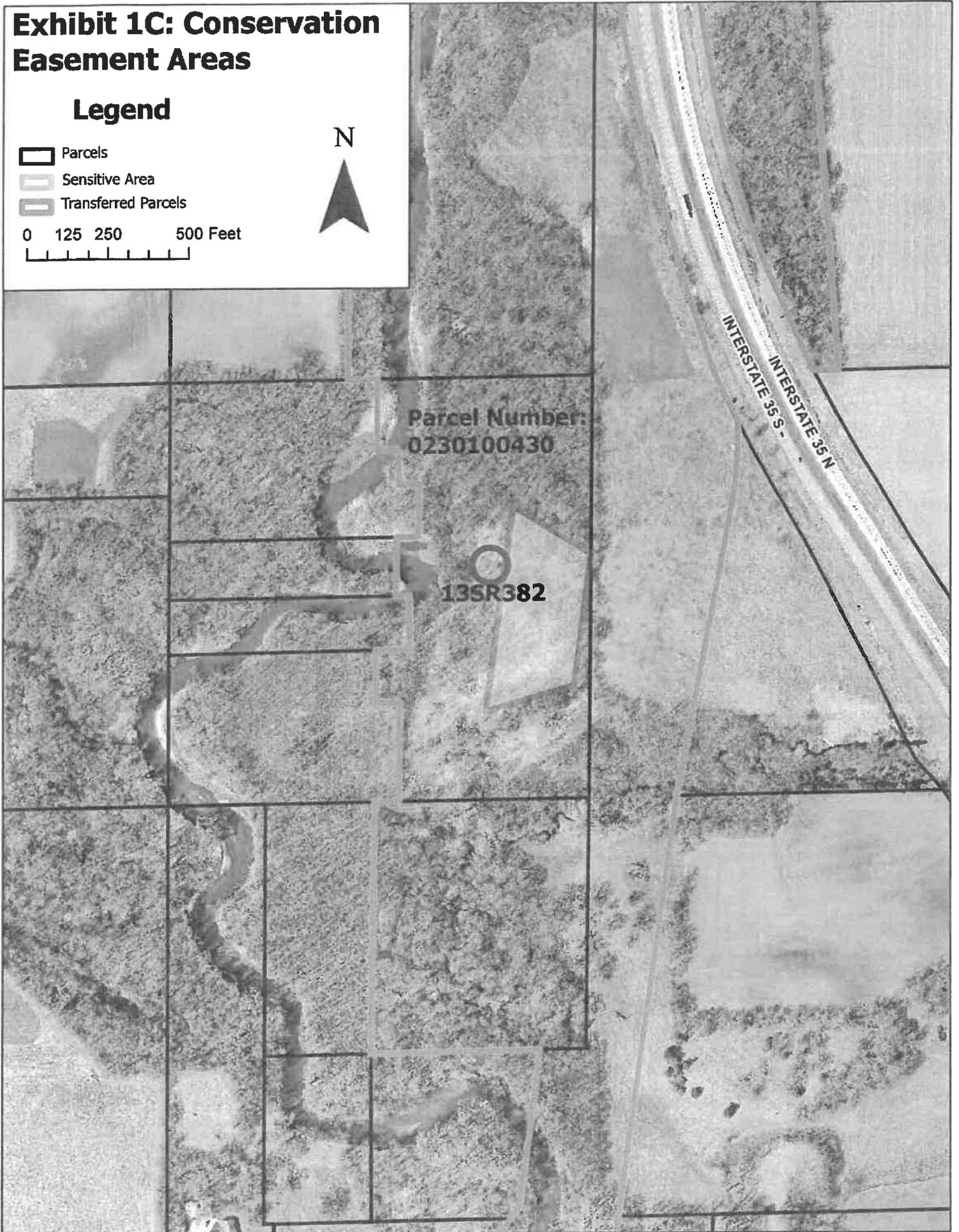
-  Parcels
 -  Sensitive Area
 -  Transferred Parcels
- 0 125 250 500 Feet
- 



Parcel Number:
0230100430


13SR382

INTERSTATE 35 S -
INTERSTATE 35 N



RESOLUTION #23-87
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
SETTING A DATE AND TIME FOR PUBLIC HEARING ON MAY 2, 2023, FOR
CONSIDERATION OF THE PLANS AND ADVERTISEMENT TO BID FOR THE
STORY COUNTY PERMANENT COUNTER BARRIER PROJECT

WHEREAS, the Story County Board of Supervisors contracted with Roseland, Mackey, Harris Architects for Architectural/Engineering Design Services for the Installation of Permanent Front Counter Shields (Administration Building, Engineer and Secondary Roads Office and Animal Shelter), for Story County, Iowa; and

WHEREAS, the Story County Board of Supervisors shall hold a public hearing to consider the Advertisement to Bid for the Installation of Permanent Front Counter Shields (Administration Building, Engineer and Secondary Roads Office and Animal Shelter), for Story County, Iowa; and

WHEREAS, public notice as required by the *Code of Iowa* regarding the public hearing will be published in the official newspapers of Story County on April 27, 2023.

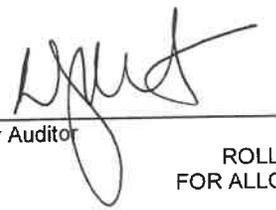
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the Advertisement to Bid for the Installation of Permanent Front Counter Shields (Administration Building, Engineer and Secondary Roads Office and Animal Shelter), for Story County, Iowa on the 2nd day of May, 2023, at the Story County Administration Building, Nevada Iowa, in the Public Meeting Room, at 10:00 AM.

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

Dated this 18th day of April 2023.


Chairperson, Board of Supervisors

Attest:


County Auditor

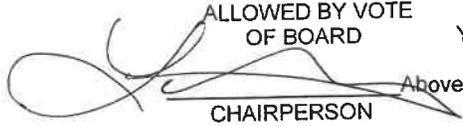
ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0

Above tabulation made by 


CHAIRPERSON

Provider Agreement

AN AGREEMENT WITH THE MID-IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT FOR THE PROVISION OF PLANNING CONSULTING SERVICES FOR THE IMPLEMENTATION OF THE HOUSING ACTION PLAN

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 Mid-Iowa Planning Alliance for Community Development (MIPA), hereinafter referred to as “Provider”, whose mailing address and telephone number is 515-334-0075, telephone 420 Watson Powell Jr. Parkway, Suite 200, Des Moines, Iowa 50309.

1. PURPOSE, INTENT AND SCOPE OF SERVICES.

The purpose of the agreement is for the Provider to provide consulting services to the County for the implementation of the Housing Action Plan, with the approach as outlined in Exhibit A, “RFP Response for Planning Consulting Services for the Implementation of the Housing Action Plan” incorporated into this Agreement by reference.

The Provider acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds” dated February 28, 2022, version 3.0.)

2. FEES, EXPENSES AND COMPENSATION.

- A. Provider may charge a maximum fee of \$191,000 for professional services necessary under the terms of this Agreement. Provider agrees that the maximum fee herein shall be Provider’s sole compensation for professional services and work performed because of this Agreement. Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.
- B. Annually throughout the duration of this Agreement, on or before June 30, the Provider will provide electronically, itemization of costs incurred. Provider will make available all receipts if requested by the County.

3. METHOD OF PAYMENT.

- A. Payment for services will be made by County according to the following schedule:

Payment	Amount	Amount of Months	
1-May-23	\$14,667	2	FY23 Total \$14,667
1-Jul-23	\$22,000	3	
1-Oct-23	\$22,000	3	
1-Jan-24	\$14,500	3	
1-Apr-24	\$14,500	3	FY24 Total \$73,000
1-Jul-24	\$14,500	3	
1-Oct-24	\$14,500	3	
1-Jan-25	\$11,250	3	
1-Apr-25	\$11,250	3	FY25 Total \$51,500
1-Jul-25	\$11,250	3	
1-Oct-25	\$11,250	3	
1-Jan-26	\$29,333	4	FY26 Total \$51,833
	\$191,000	36	

- B. The maximum total amount payable by the County under this agreement is \$191,000 as detailed in the FEES, EXPENSES AND COMPENSATION (Section II of this Agreement), and no greater amount shall be paid.

4. INDEPENDENT CONTRACTOR.

It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

5. AFFIRMATIVE COVENANTS.

- (A) **Ratification.** By executing this Agreement, the Provider (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- (B) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Provider 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 Provider nor the title to office of any authorized representatives of the Provider executing this Agreement, is being contested.
- (C) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Provider 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 Provider is a party or by which it or any of its properties is bound.
- (D) **SAM.gov Registration.** Provider shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") herein listed is the correct number for the Provider as of the date hereof. If Provider is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Provider.
- a. Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") _____
- (E) **Reporting and Compliance with Laws.** The Provider shall comply with all reporting requirements as determined by Story County. In addition, the Provider agrees that all work products 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 Provider covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- a. **Quarterly Reporting.** Using the forms provided and, in the manner as provided by Story County, the Provider shall provide quarterly reports as of the end of each fiscal quarter.

Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter.

- b. **Status Meetings.** For the first six months of this Agreement, the Provider and County staff shall meet weekly for status updates. From the seventh month until the termination of this Agreement, the frequency of status meeting updates shall switch to a biweekly basis.
- c. **Annual Reporting.** On an annual basis, the Provider will attend the Board of Supervisors for an Annual Report.
- d. **Close Out Reporting.** The Provider shall provide a final close-out report after the final expenditure (or return to the County) related to this Agreement. 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.

- (F) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

6. INSURANCE & TAXES.

Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

7. CONFIDENTIALITY.

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

8. **TERMINATION AND REMEDIES.** This agreement is effective on the 11 day of April, 2023 .

A. **Termination.**

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

B. **Term.** This Agreement shall be in full force and effect from and after April 11, 2023, through April 30, 2026, or until one of the following events has occurred:

- a. The Provider and the County replace this Agreement with another written agreement;
- b. All of the Provider's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
- c. This Agreement has been terminated pursuant to the provisions of Section 8.A hereof.

9. **ACCESS TO BOOKS AND RECORDS.**

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

- (A) **Recordkeeping.** The Provider shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Provider shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Provider shall collect, transmit, and store such records in open and machine-readable formats. Provider 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). Provider agrees to make such accounts and records available for on-site inspection during regular business hours of the Provider 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.

10. **REQUIREMENTS.**

Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that

no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

11. EXTENSION.

If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

12. ASSIGNMENT.

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

13. 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 Agreement of the parties hereto and supersedes any prior agreement between the parties.

14. MISCELLANEOUS.

- (A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,
 - a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
 - b. in the case of the Provider, 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) **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.
- (D) **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.
- (E) **Further Assurances.** Provider 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.

- (F) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Provider, 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 Provider 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 Provider. 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 Provider and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

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

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 4.18.23

MID-IOWA PLANNING ALLIANCE

By: 

Brenda Dryer, MIPA Board Chair

Dated: 4/11/2023

Exhibit A

**RFP Response for Planning Consulting Services for the Implementation of the
Housing Action Plan**

Grant Agreement
**CONTRACT FOR Shelter Housing Corp dba The Bridge Home
Finding Home and a Home
ARPA SUBRECIPIENT NO. 29
Non-Profit Organizations**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and Shelter Housing Corp dba The Bridge Home, hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 225 Kellogg Avenue, Ames, IA 50010, telephone 515-232-8075

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient to *“Provision of services and funding for acquisition/rehab/development of affordable housing for individuals and families experiencing or at risk of homelessness”* 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, and further specified in the budget attached as Exhibit D. 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 ____ day of _____, 20__.

(A) **Termination.**

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

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

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

6. **MISCELLANEOUS.**

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

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

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

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

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

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

8. ADDITIONAL PROVISIONS.

The parties acknowledge that Story County is prohibited from allocating SLFRF dollars on Mental Health Disability Services (MH/DD) due to State law restrictions. Therefore, the Subrecipient expressly acknowledges the following:

(A) That the 8-plex is not being used for a permanent supportive housing program or services in which enrolled clients are required to have a qualifying diagnosis and/or will also be benefiting from Housing and Urban Development (HUD) or Central Iowa Community Services (CICS) funding;

(B) That the State Auditor's office has advised Story County that since SLFRF funds become County funds, counties in Iowa are not allowed to spend SLFRF dollars on MH/DD and any uses of SLFRF to serve those with a MH/DD are not permissible;

(C) Quarterly, the Subrecipient shall acknowledge on forms provided by Story County that pursuant to the provisions herein, these additional provisions are being met; and

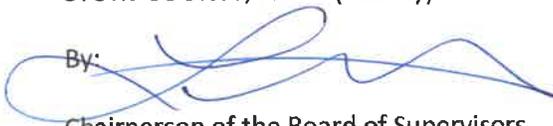
(D) Should the Subrecipient fail to comply with these additional provisions, the County shall terminate the provisions of this Agreement in accordance with Section 5. TERMINATION AND REMEDIES herein, and the Subrecipient shall return all funding to Story County within the timeframes identified therein.

JS Initial for Subrecipient Acknowledgement of 8. Additional Provisions

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)

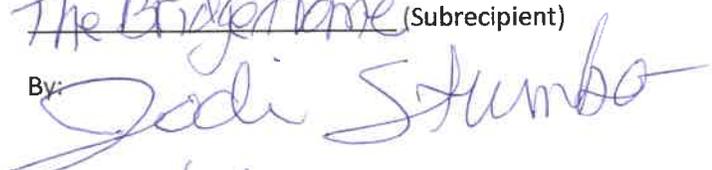
By:


Chairperson of the Board of Supervisors

Dated: 4.8.23

The Bridge Home (Subrecipient)

By:



Dated: 4/6/23

Schedule A
Reporting Requirements and Schedule

Event Reporting

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

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

On Demand Reporting

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

Scheduled Reporting

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

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

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



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:
29

Name of Project:
Finding Home and a Home

Organization Name:

The Bridge Home

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

Organization Address:

225 Kellogg Avenue, Ames, IA 50010

Shelter Housing Corp dba The Bridge Home

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

225 Kellogg Avenue, Ames, IA 50010

Name of CEO/Individual Appointed to Sign Contracts:

Jodi Stumbo
President and CEO

Contact Person Name, Title, Email and Phone Number:

Jodi Stumbo

President and CEO

jodi@thebridgehome.org 515.232.8075 ext 201

Amount of Award

\$855,000.00

Project Summary Narrative

Provision of services and funding for acquisition/rehab/development of affordable housing for individuals and families experiencing or at risk of homelessness

Date of Award Notification

September 1, 2022

For Office Use Only

Date Distributed: September 1, 2022 Via Email

EXHIBIT B
Subrecipient Application

Subrecipient Name: The Bridge Home

Award #: 29

Award Amount:

\$855,000.00

Unique Entity Identifier ("UEI"): XG6KA4LHKK93

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

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

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

(Initial each statement after reading)

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

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. JS

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. JS

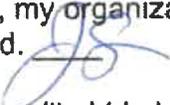
I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project. JS

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

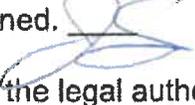
Certification

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

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. 

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. 

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

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. 

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. 

Print Name

Jodi Stumbo

Title

Executive Director

Signature



Date

October 15th, 2021

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name:

The Bridge Home

Organization Address:

225 S Kellogg Ave
Ames, IA 50010

Contact Person Name, Title, Email
and Phone Number:

Jodi Stumbo – President and CEO
jodi@thebridgehome.org
(515) 232-8075 ext. 201

Organization Website:

www.thebridgehome.org

IRS Designation:

501(c)3

Federal Tax ID:

42-1252893

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

No

What is the intended purpose/use of the funds?

Provision of supportive services and funding for acquisition/rehab/development of affordable housing for individuals and families experiencing or at risk of homelessness.

services. As a result, we are using more motel rooms for families and single women. In FY 2021, shelter costs associated with the rental of motel rooms was \$232,716. These same costs for the first quarter of FY 2022 are \$34,134 with a projected cost for FY 2022 of \$136,536. This temporary solution for shelter is cost prohibitive, has no retained value for the investment, and a solution we cannot sustain.

We are also seeing an increase in the need for supportive housing. During the first quarter of fiscal year 2021, we served 56 individuals in our housing programs. This year, we served 166 individuals during the first quarter. When we started our supportive housing program in Story County last year, it was at capacity in less than three months. We currently have 10 housing units with 25 clients. At this time, more than 35 households on a regional waiting list qualify for supportive housing, 75 percent (26) of these households are in Story County.

Weekly, families are coming to us in need of shelter and housing due to COVID. While some of these families are facing eviction, many did not have their leases renewed by their landlords at the end of the year. In a matter of a couple of weeks in August, we had six families come to us, amounting to 25 individuals with 64 percent of them being children, in need of shelter and housing. Unfortunately, this is becoming the norm and there are no indications that this will end any time soon. Families in our community are now facing the impact of a sustained COVID influence.

The impact COVID is having on our community is not a short-term problem. Our community already has a significant need for affordable housing. This problem is going to escalate by the impact of COVID. Many families who lost their housing because of COVID are now finding themselves in a situation they have never been before, homeless and searching for affordable housing.

While the need is great and increasing because of COVID, The Bridge Home is committed to ending the cycle of homelessness one person, one family at a time. The project we are requesting funding for will help us achieve this mission. Building a new campus will allow us to better meet the needs of families, women and men while also providing space for best-practice shelter and housing services. The new campus will allow us to shelter the increasing number of clients we are seeing allowing us to stop or greatly reduce motel use in Story County. It will provide the flexibility necessary to adjust the programs as the needs change over time or if a new public health crisis occurs. Getting people in shelter leads to getting people into sustainable housing.

Homelessness is, at its core, an economic issue. The homeless use more public resources and services, and that creates expenses for the community. Former U.S. Housing and Urban Development Secretary Shaun Donovan noted "between

shelters and emergency rooms and jails, it costs a community about \$40,000 a year for a homeless person to be on the streets."

The costs for public services consumed in the year after a family or individual is being served through supportive housing services declines by nearly 60 percent. The supportive housing program at The Bridge Home costs between \$10,000 to \$12,000 annually per household. Not only does supportive housing save the community money, but expansion of our supportive housing program also allows us to meet the increasing need we are seeing because of COVID. Additionally, communities with an established supportive housing program typically see a 30 percent decline in the homeless population.

Due to COVID, there are more people than ever before who are in desperate need of our services. Supporting our project has an economic impact, defined primarily by our efforts in preventing and ending homelessness — helping clients achieve stable housing and live as contributing members of their communities. Supporting our project also provides a positive and sustainable future for families and individuals in our community who are most vulnerable.

Story County is a great place to live, it is supportive, inclusive, and provides great amenities – but all of our community members – including the more than 20 percent who live in poverty — deserve access to not only the amenities, but most importantly to safe shelter and sustainable affordable housing.

At The Bridge Home, we want to end the cycle of homelessness and homeless vulnerability for all our community members – it is time to stop putting band-aids on the homeless crisis we have in our community. A crisis that is growing because of the impact COVID has had on the families and individuals in our community. COVID is a community health issue that is turning into a community housing crisis – a crisis that we cannot solve alone. We need you to partner with us by funding our project so as a community, we can end the cycle, end this crisis one family, one individual at a time.

Thank you for your consideration.

Requested Story

County ARPA

funding

amount: \$2,275,333

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

The project falls under the Story County usage requirement of addressing negative economic impacts caused by the public health emergency. To facilitate implementation and use of payments from the Fiscal Recovery Funds, the Treasury Department's interim final rule identifies a non-exclusive list of eligible uses of funding that respond to the negative economic impacts of the public health emergency. Under the heading of "Building Stronger Communities Through the Investments in Housing and Neighborhoods" (See Exhibit A), the interim final rule has identified services that will help alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely in concentrated areas with limited economic opportunity and inadequate or poor-quality housing.

This project is requesting funding within the interim rule eligible services identified in the interim rule Questions and Answers document dated July 19, 2021 (see Exhibit B), **providing supportive housing services and other services for individuals experiencing homelessness and development of affordable housing** for this population.

As a control to ensure that the funding utilized for this purpose are invested in these concentrated need areas, the Treasury Department has limited the use of funding for affordable housing development to HUD-determined Qualified Census Tracts. The project proposed is located entirely within Census Tract 10 (see Exhibit C) which is identified as one of three 2022 HUD Qualified Census Tracts within the city limits of Ames. It's location within this census tract qualifies the project for investment of ARPA funding.

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

Yes

Can your project be completed by December 2026?

Yes

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

The objective of the program is to provide affordable housing opportunities and supportive services to individuals and families who are homeless or at risk of homelessness.

Housing insecurity existed for many within the community prior to the COVID health crisis. The loss of jobs and other detrimental situations created by the pandemic resulted in many individuals losing some or all of their household income. The ability to collect unemployment insurance has expired for many of those who were affected by job losses. Moratoriums that have protected many households from foreclosure or eviction have expired or will be expiring soon resulting in households who have or will soon be evicted or foreclosed upon. Additionally, in Story County many annual leases run from July through June. We are seeing many clients coming to us who were not evicted, but their lease was not renewed, and now find themselves homeless.

All of these factors combined will result in an increased demand for affordable housing for persons who are either chronically homeless or have recently found themselves without a home. Many, if not all, of these affected households will be unable to locate available affordable housing opportunities in the community. This project would quickly provide an additional 8 quality apartment units in Ames that are affordable to these vulnerable populations. Additional land acquired would be utilized for construction of additional shelter facilities and housing units targeted for assisting the growing number of persons experiencing homelessness.

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

The success of the project will be measured by its effectiveness in providing affordable housing units and supportive services to households occupying them. Immediate, measurable outcomes would be filling the acquired 8-plex units with qualified tenants, providing services to these households that strengthen their ability to improve their employment and housing situation, and provide buildable real estate for other phases of the overall campus project design.

By increasing the number of families served in Story County, this project will provide support services and affordable housing opportunities that currently do not exist. There are many individuals and families that will soon experience homelessness in our community for the first time. This project will provide assistance that otherwise will not be available to these families at one of the most vulnerable times in their lives.

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

Jodi Stumbo, President and CEO along with the leadership team and direct service staff will perform the work and achieve the stated goals and objectives.

The Bridge Home has been helping those experiencing or on the verge of experiencing homelessness since 1985. Shelter services have been provided since the organization opened and housing programs began in 2018. The six-person leadership team has 125 years of combined experience in non-profit and human service organizations. The Bridge Home serves as designated lead agency, fiscal lead agency, and data lead agency for Two Rivers.

Our staff has been trained in trauma informed care; motivational Interviewing; drug trends; Narcan administration; C3 De-escalation; Mental Health 1st Aid; CPR/1st Aid and Coordinated Entry.

Our housing staff has 15 years of supportive housing experience and 21 years of related experience combined. Our shelter staff has 61 years of combined experience with 15 of those years being direct shelter service experience.

The staff at The Bridge Home are educated, experienced professionals. They also have a strong passion for our work and a personal commitment to help our clients end their cycle of homelessness. I can think of no team better suited to perform the work that needs to be completed and achieve our goals.

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

Yes, a copy of this resolution is attached as Exhibit D.

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

We will be including office space for other human service nonprofits. Currently we have six human service agencies in Ames collaborating with us on this project.

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

The failure to obtain the requested funding to purchase the adjoining lots not associated with the 8-plex property could result in the loss of ability to complete the larger campus project plan. The Bridge Home has a short window of time afforded by the current property owners to acquire these lots and there currently are no other resources available to assist with the acquisition. There will be opportunities to pursue much larger federal funding opportunities to construct the other facilities and housing units included in the larger campus project plan, however these funding opportunities are several months away from accepting applications.

The failure to acquire these lots soon could result in these lots being purchased by other entities which would create significant hardships and inefficiencies with operation of the shelter and other campus services. The ability to acquire these lots with funding from this application will ensure that The Bridge Home has the ability to develop a campus type operation allowing them to better meet the growing need in our community and deliver services in a significantly more cost-efficient manner. It is crucial to the success of the larger plan to acquire the adjoining lots in conjunction with the purchase of the 8-plex property.

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

The project has the ability through rental income to provide for some or all of its operating costs. The project has requested 4 months of operating subsidy that will assist with any short-term operating deficits prior to full occupancy. The Bridge Home has other resources presently and through future donations to assist with its operation as well. There are larger federal grants available in the next few months designed specifically to assist with the development of affordable housing and provision of operating subsidy for projects assisting persons who are homeless or at risk of homelessness. There is a very high probability that these grants will provide the funding necessary to develop all of the remaining portions of the larger project plan and provide adequate operating subsidies overseen by state administrators that will cover any future operating cost deficits.

Describe the project/program timeline and milestones.

Project award date:	January, 2022
Grant agreement contract signed:	February, 2022
Acquisition date of real estate:	February, 2022
Relocation of existing tenants completed:	April, 2022
Demolition of dilapidated buildings completed:	June, 2022
Rehabilitation of 8-plex completed:	July, 2022
8-plex open for occupancy:	July, 2022
New campus ground-breaking	Spring, 2023

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

The Bridge Home is the only organization in the Two Rivers Region dedicated to ending the cycle of homelessness among single men, women, and families. We provide shelter, support, and inspire a pathway forward to individuals and families experiencing or on the verge of homelessness.

The organization's programs are not just dedicated to providing immediate relief, they also provide a continuum of care from preventative services to housing programs which offer the tools, resources, education, and guidance to empower individuals and families to secure and sustain long-term solutions.

This initial phase of the project will provide the necessary real estate to accomplish the overall goal of having adequate facilities to serve the current and

future anticipated needs of the community which will have a significant impact on the quality of life for many less fortunate Story County residents.

FINANCIAL INFORMATION

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

What percentage of your budget is for administrative or management fees? 20%

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

Yes The Bridge Home is seeking alternative funding sources for subsequent phases of the overall campus development plan. The following are some of the funding sources that will be pursued:

City of Ames, IFA HOME Program, National Housing Trust Fund, community and private foundations, churches, other federal grants, private donations, local Housing Trust Fund program

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

Yes Although the ARPA funding will likely not be allowed to be used as qualifying match for scoring criteria and credit in other federal applications, it's use for the land acquisition necessary for upcoming construction of the remainder of the campus is a beneficial and valuable resource.

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

Yes
(See Shelter Audit Report 2020)

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

Yes
(See Exhibit F)

For cities: did you apply/receive your ARPA Funds*? Not applicable

Please use the space below for any additional information.

Additional Information:

The project we are requesting funding for is the foundation for a much larger project - building a new campus so we can best serve those in our community on the verge of our experiencing homelessness. The new campus will also allow us to better meet the growing need for our services and provide us with more flexibility to change how and where services are provided when we experience unforeseen challenges.

What follows is a summary timeline of the project and an overview of a budget that demonstrates where the additional funding for the complete project will come from.

Timeline

August 2019 - December 2020	Pre-campaign Planning - Feasibility Study
January 2021 - July 2022	Planning and Quiet Phase -60 percent of goal is raised
August 2022 - January 2023	Public Phase
Spring 2023	Groundbreaking
2025	Grand Opening

Funding Budget

\$10,000,000 - \$12,000,000 Goal

Local Government Grants \$3M - \$3.5M

National Grants \$4M - \$6M

Private Funding \$5M-\$7M*

and Miscellaneous Grants

*The feasibility study conducted by consultants at AMPERAGE Marketing & Fundraising found that The Bridge Home has the capacity to raise \$5M - \$7M through private funding.

**Approved Budget for Project
Included as Exhibit D of Formal Agreement
ARPA FUNDS APPLICATION – STORY COUNTY, IOWA**

Project Budget

Please provide a line item detailed budget for the project. Please specify whether your various match items will be cash or in-kind. **Please see example budget on the following page.**

ITEM	ARPA FUNDS REQUEST	MATCH		TOTAL
		CASH	IN-KIND	
Acquisition of 203 S Sherman Ave., 209 S Sherman Ave., and 210 S 2 nd St.	\$325,000			\$325,000
Acquisition of 202 S Sherman Ave., 210 S Sherman Ave., 216 S Sherman Ave., 120 S 2 nd St., & 126 S 2 nd St.	\$600,000			\$600,000
Acquisition of 8-Plex at 215 S Sherman Ave	\$580,000			\$580,000
Closing Costs for all acquisitions	\$46,000			\$46,000
Rehabilitation of 8-Plex (See Exhibit I for detail)	\$166,111			\$166,111
Administrative expense - 10% of total project cost	\$379,222			\$379,222
Initial Operating Reserve – 4 months @ \$2,000 /month	\$8,000			\$8,000
Demolition of 5 existing structures @ \$12,000 each	\$60,000			\$60,000
Supportive Services for 8-Plex – 1 year @ \$12,000/unit	\$96,000			\$96,000
Relocation expenses for existing tenants	\$15,000			\$15,000
TOTAL	\$2,275,333			\$2,275,333

Original Proposed Budget Submitted With Application - Not the Approved Amounts - See Exhibit D for Final Amounts

LEGAL STATUS

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LEGAL STATUS

Coronavirus State and Local Fiscal Recovery Funds

A Rule by the [Treasury Department](#) on 05/17/2021

DOCUMENT DETAILS

Printed version:

PDF (<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>)

Publication Date:

05/17/2021 (/documents/2021/05/17)

Agency:

Department of the Treasury (<https://www.federalregister.gov/agencies/treasury-department>)

Dates:

Effective date: The provisions in this interim final rule are effective May 17, 2021.

Effective Date:

05/17/2021

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26786-26824 (39 pages)

CFR:

31 CFR 35

RIN:

1505-AC77

Document Number:

2021-10283

DOCUMENT DETAILS

DOCUMENT STATISTICS

impacts of the pandemic. Recipients also should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

As discussed above, economic disparities that existed prior to the COVID-19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are over-represented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the interim final rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID-19 public health emergency when provided in these communities.

Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a QCT, to families and individuals living in QCTs, or when these services are provided by Tribal governments.^[90] Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served. The interim final rule identifies a non-exclusive list of uses that address the disproportionate negative economic effects of the COVID-19 public health emergency, including:

○ ***Building Stronger Communities through Investments in Housing and Neighborhoods.*** The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity.^[91] Services in this category alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing.^[92] Eligible services include:

Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals;

Affordable housing development to increase supply of affordable and high-quality living units; and

Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity.^[93]

○ ***Addressing Educational Disparities.*** As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects. Services under this prong would enhance educational supports to help mitigate impacts of the pandemic. Eligible services include:

New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;

Start Printed
Page 26796

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]



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EVENTS



2021 and 2022 Small DDAs and QCTs

Enter an Address, city, state or tract

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline

LIHTC Project

2022 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary

2022 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2022 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2022. The 2022 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 9, 2021

Map Options

14 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

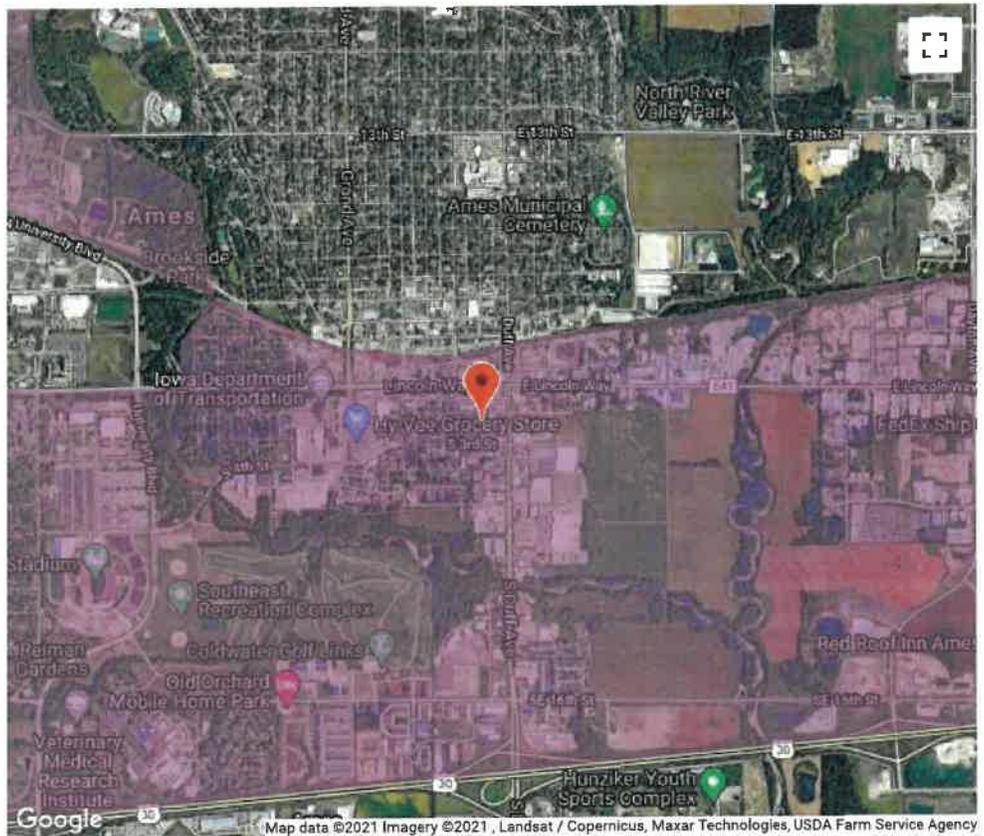
Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

2022

2021



1.6K

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Organization Chart

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Reports

Emergency Board Meeting

Thursday, October 14, 2021

Present: Dan Douglas, President; Diane McCauley, Vice President; Jean Nicol Jahren, Secretary; John Dalhoff, Treasurer, Jon Banwart, Carolyn Cutrona, Jennifer Garst, Ben Kellen, Marv Prins, Ralph Rosenberg, David Wholsdorf.

The purpose of this special board meeting was to consider whether or not to submit an application to Story County, to apply for American Rescue Plan Act funds.

The staff requests approval to submit an application for \$2.3 million in ARPA Funds.

CEO Jodi Stumbo presented the budget for the grant request. After discussion the following motion was made.

MOTION: I move that we approve submitting the Story County ARPA Funds Application for a maximum amount of \$2.3 million. Moved by Carolyn Cutrona, seconded by Jon Banwart.

Motion approved unanimously.

Respectfully submitted,

Shari Reilly, Executive Assistant

Jean Nicol Jahren, Board Secretary

Jennifer Garst moves approval of the minutes. Diane McCauley seconds. No discussion. Approved unanimously

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

ORIGINAL

In reply refer to: 0248574154
Apr. 04, 2011 LTR 4168C E0
42-1252893 000000 00
00016936
BODC: TE

SAVE

SHELTER HOUSING CORPORATION
225 S KELLOGG AVE
AMES IA 50010-6720



038117

Employer Identification Number: 42-1252893
Person to Contact: MS.KEELING
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Mar. 24, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Campus Parcels Story County Assessor

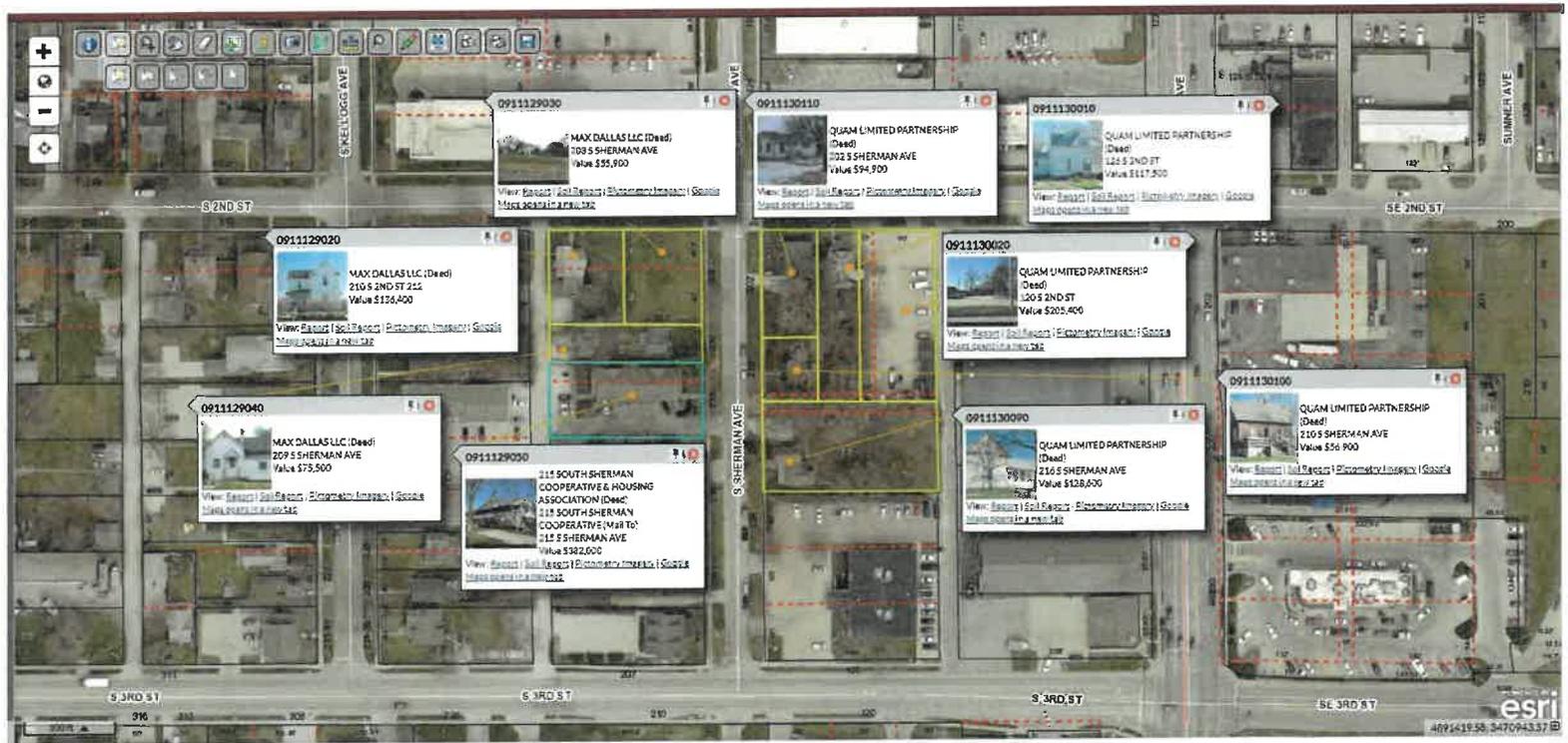


Exhibit H







120 S 2nd St.



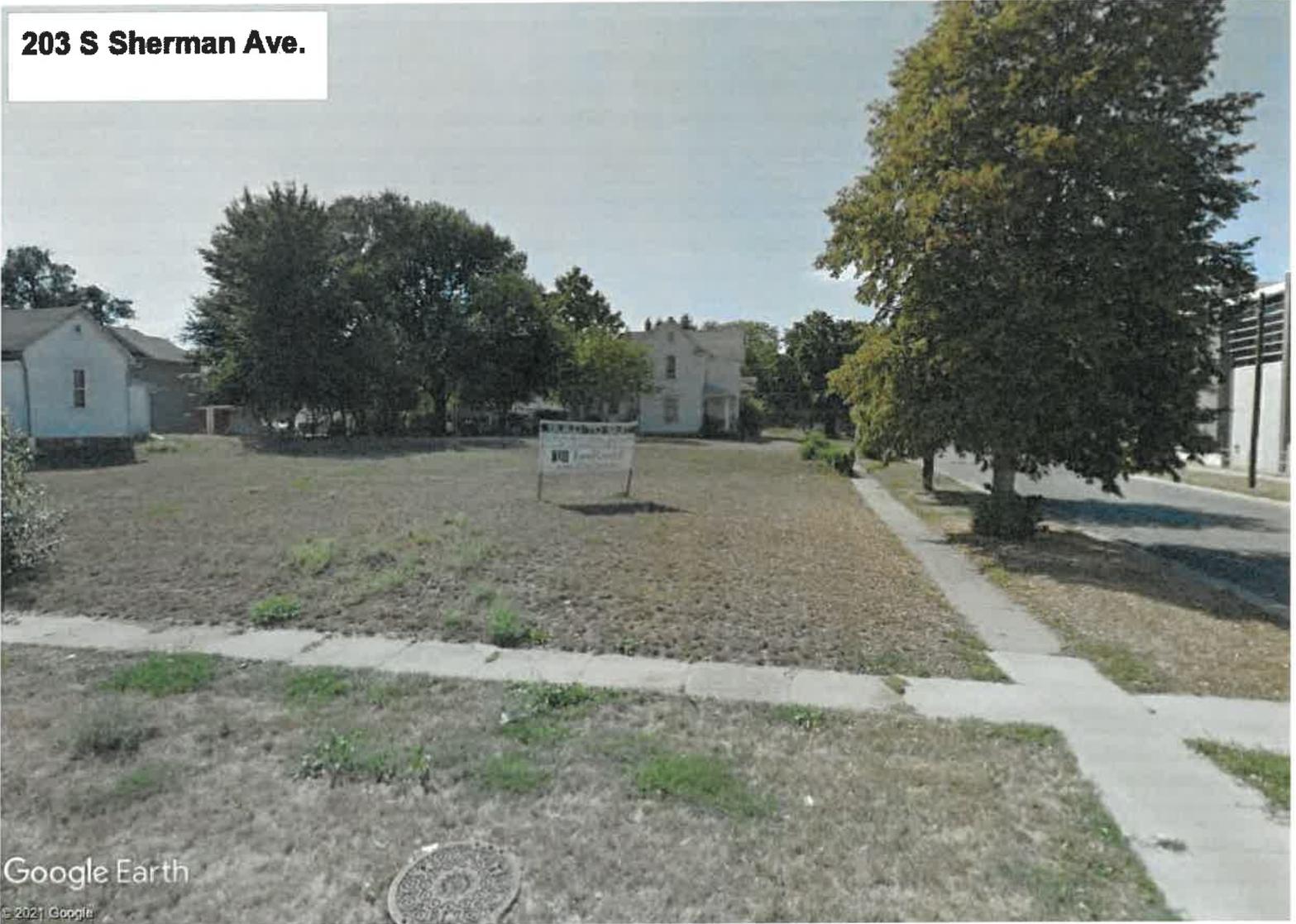
126 S 2nd St.



Google Earth

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203 S Sherman Ave.



Google Earth

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205 S Sherman Ave.



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209 S Sherman Ave.



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210 S 2nd St.



210 S Sherman Ave.



216 S Sherman Ave.



Exhibit I

215 S Sherman - 8 Unit Apartment Renovations

Exterior Renovations

Exterior Bldg Repairs	\$ 7,150
Parking & Trash Station	\$ 2,805
Landscaping	\$ 2,200
Subtotal Exterior	\$ 12,155

Interior Renovations

Replace Flooring	\$ 26,400
Repaint Units	\$ 26,400
Replace Showerstalls/faucets	\$ 21,120
Replace AC Window Units	\$ 5,720
Replace Bath Sink, Faucet, Toilet & Hardware	\$ 6,600
Replace Kitchen Sink & Faucets	\$ 5,720
Heating Repairs	\$ 8,800
Additional Apt Repairs	\$ 17,600
Subtotal Interior	\$ 118,360

Furniture & Kitchenware

Furniture	\$ 33,000
Kitchenware	\$ 2,596
Subtotal Furniture & Kitchenware	\$ 35,596

Total Renovation Costs	\$ 166,111
Costs per Unit	\$ 20,764

Exhibit J

215 S Sherman
Operating Pro Forma

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues					
Rent	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502
Total Income	\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502
Expenses					
General Inflation Factor	5%	3%	3%	3%	3%
Gas	\$ 1,880	\$ 1,937	\$ 1,995	\$ 2,055	\$ 2,116
Electricity	\$ 11,128	\$ 11,462	\$ 11,806	\$ 12,160	\$ 12,525
Water & Sewer	\$ 2,919	\$ 3,007	\$ 3,097	\$ 3,190	\$ 3,285
Internet Service	\$ 2,230	\$ 2,297	\$ 2,366	\$ 2,437	\$ 2,510
Garbage	\$ 773	\$ 796	\$ 820	\$ 844	\$ 870
Snow Removal	\$ 886	\$ 912	\$ 939	\$ 968	\$ 997
Grounds Mtnc	\$ 602	\$ 620	\$ 638	\$ 657	\$ 677
Building - Painting	\$ -	\$ 1,093	\$ 1,126	\$ 1,160	\$ 1,195
Building - Maintenance	\$ 2,364	\$ 4,870	\$ 5,016	\$ 5,166	\$ 5,321
Building - Repairs	\$ 1,038	\$ 1,070	\$ 1,102	\$ 1,135	\$ 1,169
Insurance	\$ 1,454	\$ 1,498	\$ 1,543	\$ 1,589	\$ 1,637
Accounting Fees	\$ 714	\$ 735	\$ 757	\$ 780	\$ 804
Professional Fees	\$ 2,809	\$ 2,893	\$ 2,980	\$ 3,069	\$ 3,161
Real Estate Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Expense	\$ 530	\$ 546	\$ 563	\$ 579	\$ 597
Subtotal	\$ 29,327	\$ 33,735	\$ 34,747	\$ 35,789	\$ 36,863
Management Fees 20% of Costs	\$ 5,865	\$ 6,747	\$ 6,949	\$ 7,158	\$ 7,373
Total Expenses	\$ 35,192	\$ 40,482	\$ 41,696	\$ 42,947	\$ 44,236
Net Operating Income (Loss)	\$ (31,192)	\$ (36,362)	\$ (37,453)	\$ (38,576)	\$ (39,734)
The Bridge Home Subsidy Req'd	\$ 31,192	\$ 36,362	\$ 37,453	\$ 38,576	\$ 39,734

BUYER: Shelter Housing Corporation DBA The Bridge Home

SELLER: 215 SOUTH SHERMAN COOPERATIVE & HOUSING ASSOCIATION

Property Address: 215 South Sherman Avenue, Ames, IA 50010

Legal Description: BLACKS 3RD ADD LOT 8 & S20' LOT 5 BLK 6

City: Ames County: Story County State: IA Zip Code: 50010

BUYER and SELLER used herein shall include the singular or multiple BUYER or SELLER as stated above. BUYER hereby agrees to buy, and SELLER agrees to sell, the property on the following terms and conditions:

Date of Offer: Date: 10/15/2021 Time: 12pm Offer Expires On: Date: 10/15/2021 Time: 4pm

Purchase Price \$580,000

Terms The purchase price is payable as follows:

- Cash, cashier's check, or certified funds at closing, including Earnest Money. BUYER shall provide evidence of proof of funds to SELLER within three (3) business days. Should BUYER not provide proof of funds within the time frame specified above, SELLER may declare this contract null and void.
- New Loan - See "Financing Contingency" Below
- Subject to Sale: Contingent upon closing of property located at _____ See 1st Right of Refusal Addendum
- Subject to Closing: Contingent upon BUYER'S closing and obtaining proceeds from the sale of _____, closing on _____ (date)
- Seller Financing/Contract
- Other Grant

Earnest Money \$1000 With Offer Within 3 Business Days of Acceptance

Evidenced By:	To Be Held By:	Other Remarks:
<input type="checkbox"/> EFT <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check	<input type="checkbox"/> Listing Broker <input checked="" type="checkbox"/> Selling Broker <input type="checkbox"/> _____	

Financing Contingency Yes No

This agreement is contingent upon BUYER securing the following financing:

- Assume Existing Loan
- Type of Loan: Conv. FHA VA USDA Other _____
- Years: _____ Amount: \$/% _____ Maximum % of Rate: _____ Fixed Rate Adj. Rate

SELLER to credit BUYER for actual loan costs (including origination fees and discount points) and prepaid expenses not to exceed \$ _____

Property must appraise at no less than the purchase price.

Preliminary Approval. With Offer or By _____ (date) BUYER shall provide SELLER with a letter from BUYER'S lender evidencing BUYER'S ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters. Should BUYER not provide preapproval within the time frame specified above, SELLER may declare this contract null and void.

Other Terms: The Buyer has until December 1, 2021 to provide a loan commitment. If the Buyer is not able to secure financing the Buyer may give written notice to cancel this agreement with no penalty or further obligation.

BUYER agrees to pay all customary loan costs unless otherwise agreed upon in writing. BUYER agrees upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as referenced above. If BUYER has not obtained a mortgage commitment with appraisal or loan denial on or before _____,

SELLER Initials 

BUYER Initials

Financing Contingency Continued

SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYER. If SELLER does not choose to give such written notice, then this Agreement shall remain valid until the BUYER has obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYER shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLER acknowledges and agrees that the property will be taken off the market until SELLER receives notice of a mortgage commitment or denial from BUYER, unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED,
THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYER.**

1. POSSESSION AND CLOSING:

Closing and Possession is to be given on 03/01/2022 or earlier as agreed.

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLER'S possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice then this agreement shall remain valid until closing.

2. TRUST PAYMENTS: All funds deposited as part payments shall be held by Broker, in trust pending acceptance of this offer, or by the Broker's assignee, if any, which assignee is identified above, or on the addendum attached hereto, and examination of the abstract and delivery of deed or formal contract. BUYER authorizes the company financing this purchase to pay all funds to assignee for the benefit of SELLER and SELLER authorizes assignee to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of BUYER on title questions which may be needed to produce marketable title. If BUYER is refunded any Earnest Money, any expenses incurred on BUYER'S behalf shall be deducted and paid to creditors. If agreed to by the Broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. INSURANCE: Within 10 days from acceptance of this offer, BUYER agrees to make application for homeowner's insurance, if required. If BUYER is unable to procure homeowner's insurance, the BUYER may rescind this Agreement by giving written notice to the SELLER stating the agreement is null and void. SELLER shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

4. SPECIAL ASSESSMENTS: The SELLER shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any used funds returned to the SELLER. SELLER shall pay for all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLER possession.

SELLER Initials

BUYER Initials

5. TAXES:

- A. The SELLER shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLER shall pay SELLER'S prorated share , based upon date of possession, of real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent fiscal year. The BUYER shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such prorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLER to so notify the BUYER and BROKER.**

6. DUTIES OF PARTIES:

- A. The Broker, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLER and BUYER acknowledge that the SELLER of real property have a legal duty to disclose material defects of which SELLER have actual knowledge and which a reasonable inspection by the BUYER would not reveal.

7. REMEDIES OF THE PARTIES: If the SELLER fails to fulfill this Agreement, SELLER will pay the Broker the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLER agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYER fails to fulfill this Agreement, SELLER may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLER may proceed by an action at law or in equity. The BUYER agrees to pay costs and reasonable attorney fees, including the Broker's commission and any other expense incurred by the SELLER. For purpose of collecting the Broker's commission from either the SELLER or the BUYER, Broker shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLER or BUYER for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

8. INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: smart home devices including smart thermostat, video doorbells, alarm devices, security systems, wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), central vacuum and accessories, water softeners (if owned), smoke alarms, all window treatments, awnings, storm windows, storm doors, screens, television antennas, television and audio brackets, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remote(s), electrical service cables, mailboxes, sump pumps, bathroom vanity mirrors, fencing, underground fencing and receiving equipment, gates, sheds, attached shelving, LP tank (if owned), outdoor in-ground plants. Also included shall be the following: _____

The following items shall not be included: _____

Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLER prior to day of possession. Personal property not removed shall be free from liens and deemed without value and left for the convenience of the BUYER. Title transfers to the BUYER upon possession without consideration unless otherwise agreed.

9. FUNDS: It is agreed that at time of closing, funds of the purchase price received from BUYER and/or BUYER'S lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the Broker and subject to approval of BUYER'S attorney on title questions needed to produce marketable title. SELLER hereby appoints the Broker to receive such funds and make such payments and disbursements

SELLER Initials

BUYER Initials

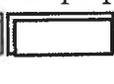
10. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYER copies of any records or prior test results pertaining to lead-based paint. SELLER shall have water, gas, and electrical utilities on for BUYER'S inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear expected. The BUYER shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLER represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER'S choice below in no way affects any improvements to the property that may be required by BUYER'S lender.

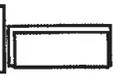
A. The BUYER may choose one of the following additional options relative to the condition and quality of the property.

- 1. Within _____ business days (M-F) after the final acceptance date BUYER may, at BUYER's sole expense, have the property inspected by a qualified person or person of BUYER'S choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead- based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the SELLER prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.
- 2. BUYER accepts this property in its current condition and no repairs or corrections will be made by the SELLER. However, BUYER reserves the right to conduct an inspection of the property within 10 business days after final Acceptance Date. Buyer understands that SELLER shall not be obligated to repair, replace, or modify any item identified in the BUYER'S Inspection Report. However, **within this same period**, BUYER may notify SELLER in writing that deficiencies exist which are beyond the BUYER'S expectations and BUYER may void contract and earnest money will be returned to the BUYER. Failure to do so shall be deemed a waiver of BUYER'S inspection and BUYER agrees to accept the property in its present condition.
- 3. SELLER has offered the property in its "AS-IS" condition or BUYER accepts property in its "AS-IS" condition. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

B. New Construction: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within _____ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

C. Ground Water Hazard Statement, if required, will be filed at closing for the SELLER regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

SELLER Initials  

BUYER Initials  

11. PEST INSPECTION. If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLER**, at **SELLER'S** sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLER** or **BUYER** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYER** within five (5) days after receipt of the inspection report, provided however, **BUYER** may accept the property in its existing condition without such treatment or repairs or B) **SELLER** shall have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYER'S** satisfaction prior to closing. If repairs are not made to the **BUYER'S** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.

If this box is checked, **BUYER** acknowledges that the property is **NEW CONSTRUCTION** (one or two family dwelling) and agrees that the property will **NOT** be inspected for termites or other wood destroying insects prior to closing as indicated above. When prevention of termite infestation is required or specified by the Lender, **FHA**, or **VA**, the **SELLER** agrees to provide evidence or compliance with all applicable State and Federal requirements.

12. NON PUBLIC SEWAGE, COMMERCIAL WASTE AND EXCRETE DISPOSAL INSPECTIONS:

The **SELLER** shall obtain satisfactory inspection report(s) on these system(s) from the State & County Board of Health and present them to the **BUYER** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any, and cost of repairs required by County Board of Health are to be paid by **SELLER**.

13. RENTAL PROPERTY: If this property is currently used as rental property, this Agreement is contingent upon **SELLER** providing **BUYER** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYER** shall take the property, subject to the rights of existing tenants. Within 10 days, **SELLER** shall deliver to **BUYER** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expense statements. **SELLER** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYER'S** prior written request. **SELLER** shall surrender to **BUYER** all security deposits of tenants if required by law and will prorate all rentals received.

14. SURVEY: The **BUYER** may, no later than 10 days prior to closing, have the property surveyed at **BUYER'S** expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.

15. ABSTRACT AND TITLE: **SELLER** within five (5) business days of acceptance shall provide, at **SELLER'S** expense, an abstract of title. Once obtained, said abstract shall be continued to and including the date of acceptance of this Agreement. Continued abstract shall be delivered to an attorney selected by the **BUYER** or **BUYER'S** lender for a title opinion. **SELLER** shall in the alternative if requested by **BUYER** or **BUYER'S** lender, provide at **SELLER'S** expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. **SELLER** agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to **SELLER'S** inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the Broker. The **SELLER** shall not be entitled to rescind unless **SELLER** has made a reasonable effort to procure marketable title.

16. COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYER'S** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.

SELLER Initials

BUYER Initials

17. GENERAL PROVISIONS: In the performance of each part of this Agreement, **Time Shall Be Of The Essence.** This Agreement shall be binding on and the inure the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. Paragraph headings are for convenience of reference and shall not limit nor affect the meaning on this Agreement.

18. HOME WARRANTY: Included with this sale YES NO
Ordered By: Listing Agent or Buying Agent **Paid For By:** SELLER or BUYER
 Warranty Company Plan at a cost not to exceed \$ _____

19. OTHER PROVISIONS: The Seller is a licensed Real Estate Broker in the State of Iowa acting as principal on their own behalf.

20. AGENCY DISCLOSURE: BUYER and SELLER confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Seller's Brokerage _____ **Buyer's Brokerage** _____

Dual Agent/Brokerage Hunziker & Associates Realtors

BUYER and SELLER request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreement, groundwater hazard and declaration of value incident to a residential real estate transaction.

21. BROKER'S SETTLEMENT SERVICES FEE & COMPLIANCE FEE: If this agreement is accepted, BUYER shall be charged \$450.00 at closing for Buyer Settlement Services Fee and Compliance Fee.

22. SURVIVAL: This Agreement, its warranties, representations, covenants, agreements, duties and remedies contained shall survive the execution and delivery of this agreement, the closing of the transactions herein and the recording of any contract or deed conveying title.

23. CALCULATING TIME PERIODS: All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 A.M. and end at 11:59 P.M. in computing any time period. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last day of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

ACCEPTANCE

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, or electronic communication. Persons designated for receipt of any notice shall be the BUYER'S and/or SELLER'S Agents and/or Brokers respectively. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgment of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document of the appropriate Broker/Agent. **SELLER/BUYER hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.** If accepted by the SELLER on a later date and such acceptance is ratified in written form by BUYER, then this agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

Addendum(s) Attached 1 (#)

SELLER Signature _____ **Date** _____
[Signature] 10/15/21
 Printed Name DEMI E. HUNZIKER

BUYER Signature _____ **Date** _____

 Printed Name _____

SELLER Signature _____ **Date** _____

 Printed Name _____

BUYER Signature _____ **Date** _____

 Printed Name _____

Listing Brokerage:
 Hunziker & Associates Realtors

Brokerage # F00677000 **Agent #** _____
 Chuck Winkleblack 515-290-7007
 Agent Cell Phone

Selling Brokerage:
 Hunziker & Associates Realtors

Brokerage # F00677000 **Agent #** 832796000
 Chuck Winkleblack 515-290-7007
 Agent Cell Phone

SELLER Rejection: The undersigned SELLER of the above property rejects this BUYER'S written offer to purchase the above stated property. SELLER Initials

ADDENDUM
AMENDMENT
TO PURCHASE AGREEMENT

SELLER: 215 SOUTH SHERMAN COOPERATIVE & HOUSING ASSOCIATION

BUYER: Shelter Housing Corporation DBA The Bridge Home

ADDRESS OF PROPERTY: 215 South Sherman Avenue, Ames, IA 50010

DATE OF PURCHASE AGREEMENT: 10/15/2021

The following additional terms and conditions are hereby incorporated into the above described Purchase Agreement:

1. At the time of closing the Seller shall assign all leases to the Buyer. The Seller shall credit the Buyer at closing for all security deposits held by the Seller as well as any pre-paid rents.
2. If the Buyer is able to obtain financing or receives grant funding that would allow the closing to occur sooner than the closing date, both parties agree to close this transaction as soon as possible.
3. The Buyer is applying for grant money to aid in the purchase of these properties, however the Buyer is also seeking conventional financing and traditional fund raising to complete the purchase. The agreement is not subject to receiving grant funding. The Buyer shall have until December 1, 2021 to remove the financing contingency. There are no other contingencies with this agreement.
4. Buyer is aware that seller intends to perform an IRC Section 1031 tax-deferred exchange. Seller requests buyer's cooperation in such an exchange and agrees to hold buyer harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Buyer agrees to an assignment of this contract to a qualified intermediary by the seller.

The undersigned hereby agree to amend the above described Purchase Agreement as follows:

All other terms and conditions of the Purchase Agreement remain the same

Date: 10-15-21
SELLER [Signature]
SELLER _____

Date: _____
BUYER _____
BUYER _____

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

2011

BUYER: Shelter Housing Corporation DBA The Bridge Home

SELLER: Max Dallas, LLC

Property Address: 203 & 209 S Sherman & 210 S 2nd

Legal Description: BLACKS 3RD ADD E83.5' LOTS 1 & 4 BLK 6 & BLACKS 3RD ADD W80' LOTS 1 & 4 BLK 6 & BLACKS 3RD ADD LOT 5 EX S20' BLK 6

City: Ames County: Story State: IA Zip Code: 50010

BUYER and SELLER used herein shall include the singular or multiple BUYER or SELLER as stated above. BUYER hereby agrees to buy, and SELLER agrees to sell, the property on the following terms and conditions:

Date of Offer: **Date:** 10/15/2021 **Time:** 12pm Offer Expires On: **Date:** 10/15/2021 **Time:** 4pm

Purchase Price \$325,000

Terms The purchase price is payable as follows:

- Cash, cashier's check, or certified funds at closing, including Earnest Money. BUYER shall provide evidence of proof of funds to SELLER within three (3) business days. Should BUYER not provide proof of funds within the time frame specified above, SELLER may declare this contract null and void.
- New Loan - See "Financing Contingency" Below
- Subject to Sale: Contingent upon closing of property located at _____ . See 1st Right of Refusal Addendum
- Subject to Closing: Contingent upon BUYER'S closing and obtaining proceeds from the sale of _____ , closing on _____ (date)
- Seller Financing/Contract
- Other Grant

Earnest Money \$1000 With Offer Within 3 Business Days of Acceptance

Evidenced By:	To Be Held By:	Other Remarks:
<input type="checkbox"/> EFT <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check	<input type="checkbox"/> Listing Broker <input checked="" type="checkbox"/> Selling Broker <input type="checkbox"/> _____	

Financing Contingency Yes No

This agreement is contingent upon BUYER securing the following financing:

- Assume Existing Loan
- Type of Loan: Conv. FHA VA USDA Other _____

Years: _____ Amount: \$/% _____ Maximum % of Rate: _____ Fixed Rate Adj. Rate

- SELLER to credit BUYER for actual loan costs (including originations fees and discount points) and prepaid expenses not to exceed \$ _____
- Property must appraise at no less than the purchase price.
- Preliminary Approval. With Offer or By _____ (date) BUYER shall provide SELLER with a letter from BUYER'S lender evidencing BUYER'S ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters. Should BUYER not provide preapproval within the time frame specified above, SELLER may declare this contract null and void.

Other Terms: The buyer has until December 1, 2021 to provide a loan commitment. If the Buyer is not able to secure financing the Buyer may give written notice to cancel this agreement with not penalty or further obligation.

BUYER agrees to pay all customary loan costs unless otherwise agreed upon in writing. BUYER agrees upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as referenced above. If BUYER has not obtained a mortgage commitment with appraisal or loan denial on or before _____ ,

SELLER Initials

BUYER Initials

Financing Contingency Continued

SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYER. If SELLER does not choose to give such written notice, then this Agreement shall remain valid until the BUYER has obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYER shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLER acknowledges and agrees that the property will be taken off the market until SELLER receives notice of a mortgage commitment or denial from BUYER, unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED,
THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYER.**

1. POSSESSION AND CLOSING:

Closing and Possession is to be given on 03/01/2022 or earlier as agreed

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLER'S possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice then this agreement shall remain valid until closing.

2. TRUST PAYMENTS: All funds deposited as part payments shall be held by Broker, in trust pending acceptance of this offer, or by the Broker's assignee, if any, which assignee is identified above, or on the addendum attached hereto, and examination of the abstract and delivery of deed or formal contract. BUYER authorizes the company financing this purchase to pay all funds to assignee for the benefit of SELLER and SELLER authorizes assignee to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of BUYER on title questions which may be needed to produce marketable title. If BUYER is refunded any Earnest Money, any expenses incurred on BUYER'S behalf shall be deducted and paid to creditors. If agreed to by the Broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. INSURANCE: Within 10 days from acceptance of this offer, BUYER agrees to make application for homeowner's insurance, if required. If BUYER is unable to procure homeowner's insurance, the BUYER may rescind this Agreement by giving written notice to the SELLER stating the agreement is null and void. SELLER shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

4. SPECIAL ASSESSMENTS: The SELLER shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any used funds returned to the SELLER. SELLER shall pay for all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLER possession.

SELLER Initials

BUYER Initials

5. TAXES:

- A. The SELLER shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLER shall pay SELLER'S prorated share , based upon date of possession, of real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent fiscal year. The BUYER shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such prorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLER to so notify the BUYER and BROKER.**

6. DUTIES OF PARTIES:

- A. The Broker, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLER and BUYER acknowledge that the SELLER of real property have a legal duty to disclose material defects of which SELLER have actual knowledge and which a reasonable inspection by the BUYER would not reveal.

7. REMEDIES OF THE PARTIES: If the SELLER fails to fulfill this Agreement, SELLER will pay the Broker the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLER agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYER fails to fulfill this Agreement, SELLER may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLER may proceed by an action at law or in equity. The BUYER agrees to pay costs and reasonable attorney fees, including the Broker's commission and any other expense incurred by the SELLER. For purpose of collecting the Broker's commission from either the SELLER or the BUYER, Broker shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLER or BUYER for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

8. INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: smart home devices including smart thermostat, video doorbells, alarm devices, security systems, wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), central vacuum and accessories, water softeners (if owned), smoke alarms, all window treatments, awnings, storm windows, storm doors, screens, television antennas, television and audio brackets, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remote(s), electrical service cables, mailboxes, sump pumps, bathroom vanity mirrors, fencing, underground fencing and receiving equipment, gates, sheds, attached shelving, LP tank (if owned), outdoor in-ground plants. Also included shall be the following: _____

The following items shall not be included: _____

Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLER prior to day of possession. Personal property not removed shall be free from liens and deemed without value and left for the convenience of the BUYER. Title transfers to the BUYER upon possession without consideration unless otherwise agreed.

9. FUNDS: It is agreed that at time of closing, funds of the purchase price received from BUYER and/or BUYER'S lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the Broker and subject to approval of BUYER'S attorney on title questions needed to produce marketable title. SELLER hereby appoints the Broker to receive such funds and make such payments and disbursements.

SELLER Initials

BUYER Initials

10. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYER copies of any records or prior test results pertaining to lead-based paint. SELLER shall have water, gas, and electrical utilities on for BUYER'S inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear expected. The BUYER shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLER represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER'S choice below in no way affects any improvements to the property that may be required by BUYER'S lender.

A. The BUYER may choose one of the following additional options relative to the condition and quality of the property.

- 1. Within _____ business days (M-F) after the final acceptance date BUYER may, at BUYER's sole expense, have the property inspected by a qualified person or person of BUYER'S choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead- based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the SELLER prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.
- 2. BUYER accepts this property in its current condition and no repairs or corrections will be made by the SELLER. However, BUYER reserves the right to conduct an inspection of the property within 10 business days after final Acceptance Date. Buyer understands that SELLER shall not be obligated to repair, replace, or modify any item identified in the BUYER'S Inspection Report. However, **within this same period**, BUYER may notify SELLER in writing that deficiencies exist which are beyond the BUYER'S expectations and BUYER may void contract and earnest money will be returned to the BUYER. Failure to do so shall be deemed a waiver of BUYER'S inspection and BUYER agrees to accept the property in its present condition.
- 3. SELLER has offered the property in its "AS-IS" condition or BUYER accepts property in its "AS-IS" condition. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

B. New Construction: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within _____ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

C. Ground Water Hazard Statement, if required, will be filed at closing for the SELLER regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

SELLER Initials

BUYER Initials

11. PEST INSPECTION. If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLER**, at **SELLER'S** sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLER** or **BUYER** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYER** within five (5) days after receipt of the inspection report, provided however, **BUYER** may accept the property in its existing condition without such treatment or repairs or B) **SELLER** shall have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYER'S** satisfaction prior to closing. If repairs are not made to the **BUYER'S** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.

If this box is checked, **BUYER** acknowledges that the property is **NEW CONSTRUCTION** (one or two family dwelling) and agrees that the property will **NOT** be inspected for termites or other wood destroying insects prior to closing as indicated above. When prevention of termite infestation is required or specified by the Lender, **FHA**, or **VA**, the **SELLER** agrees to provide evidence or compliance with all applicable State and Federal requirements.

12. NON PUBLIC SEWAGE, COMMERCIAL WASTE AND EXCRETE DISPOSAL INSPECTIONS: The **SELLER** shall obtain satisfactory inspection report(s) on these system(s) from the State & County Board of Health and present them to the **BUYER** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any, and cost of repairs required by County Board of Health are to be paid by **SELLER**.

13. RENTAL PROPERTY: If this property is currently used as rental property, this Agreement is contingent upon **SELLER** providing **BUYER** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYER** shall take the property, subject to the rights of existing tenants. Within 10 days, **SELLER** shall deliver to **BUYER** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expense statements. **SELLER** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYER'S** prior written request. **SELLER** shall surrender to **BUYER** all security deposits of tenants if required by law and will prorate all rentals received.

14. SURVEY: The **BUYER** may, no later than 10 days prior to closing, have the property surveyed at **BUYER'S** expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.

15. ABSTRACT AND TITLE: **SELLER** within five (5) business days of acceptance shall provide, at **SELLER'S** expense, an abstract of title. Once obtained, said abstract shall be continued to and including the date of acceptance of this Agreement. Continued abstract shall be delivered to an attorney selected by the **BUYER** or **BUYER'S** lender for a title opinion. **SELLER** shall in the alternative if requested by **BUYER** or **BUYER'S** lender, provide at **SELLER'S** expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. **SELLER** agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to **SELLER'S** inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the Broker. The **SELLER** shall not be entitled to rescind unless **SELLER** has made a reasonable effort to procure marketable title.

16. COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYER'S** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.

SELLER Initials

BUYER Initials

17. GENERAL PROVISIONS: In the performance of each part of this Agreement, **Time Shall Be Of The Essence.** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. Paragraph headings are for convenience of reference and shall not limit nor affect the meaning on this Agreement.

18. HOME WARRANTY: Included with this sale YES NO
Ordered By: Listing Agent or Buying Agent **Paid For By:** SELLER or BUYER
 Warranty Company Plan _____ at a cost not to exceed \$ _____

19. OTHER PROVISIONS: The Seller is a licensed Real Estate Broker in the State of Iowa acting as principal on their own behalf.

20. AGENCY DISCLOSURE: BUYER and SELLER confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Seller's Brokerage Tom Randall Real Estate Team-Keller Williams **Buyer's Brokerage** Hunziker & Associates Realtors
Dual Agent/Brokerage _____

BUYER and SELLER request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreement, groundwater hazard and declaration of value incident to a residential real estate transaction.

21. BROKER'S SETTLEMENT SERVICES FEE & COMPLIANCE FEE: If this agreement is accepted, BUYER shall be charged \$450.00 at closing for Buyer Settlement Services Fee and Compliance Fee.

22. SURVIVAL: This Agreement, its warranties, representations, covenants, agreements, duties and remedies contained shall survive the execution and delivery of this agreement, the closing of the transactions herein and the recording of any contract or deed conveying title.

23. CALCULATING TIME PERIODS: All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 A.M. and end at 11:59 P.M. in computing any time period. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last day of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

ACCEPTANCE

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, or electronic communication. Persons designated for receipt of any notice shall be the BUYER'S and/or SELLER'S Agents and/or Brokers respectively. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgment of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document of the appropriate Broker/Agent. **SELLER/BUYER hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.** If accepted by the SELLER on a later date and such acceptance is ratified in written form by BUYER, then this agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

Addendum(s) Attached: _____ (#)

SELLER Signature _____ **Date** _____
 Printed Name Tom Randall

BUYER Signature _____ **Date** _____
 Printed Name _____

SELLER Signature _____ **Date** _____
 Printed Name _____

BUYER Signature _____ **Date** _____
 Printed Name _____

Listing Brokerage:
 Tom Randall Real Estate Team-Keller Williams

Brokerage # _____ **Agent #** _____
 Tom Randall 515-231-7447
 Agent Cell Phone

Selling Brokerage:
 Hunziker & Associates Realtors

Brokerage # F00677000 **Agent #** B32796000
 Chuck Winkleblack 515-290-7007
 Agent Cell Phone

SELLER Rejection: The undersigned SELLER of the above property rejects this BUYER'S written offer to purchase the above stated property. SELLER Initials

ADDENDUM
AMENDMENT
TO PURCHASE AGREEMENT

SELLER: Max Dallas, LLC

BUYER: Shelter Housing Corporation DBA The Bridge Home

ADDRESS OF PROPERTY: 203 & 209 S Sherman & 210 S 2nd Ames, IA 50010

DATE OF PURCHASE AGREEMENT: 10/15/2021

The following additional terms and conditions are hereby incorporated into the above described Purchase Agreement:

1. The Sellers are selling these properties "As is, where is". If between the date of this agreement and the closing any of the properties are required to be demolished by the city of Ames, the Buyer shall reimburse the Seller for the demolition costs including but not limited to, asbestos inspection and mitigation, utility disconnections, the actual demolition and associated landfill costs related to the demolition. The reimbursement will take place at the time of closing.
2. At the time of closing the Seller shall assign all leases to the Buyer. The Seller shall credit the Buyer at closing for all security deposits held by the Seller as well as any pre-paid rents.
3. If the Buyer is able to obtain financing or receives grant funding that would allow the closing to occur sooner than the closing date, both parties agree to close this transaction as soon as possible.
4. The Seller has completed the required Sellers disclosure statement to the best of their ability. These properties have been rental properties for many years and the Sellers knowledge of the actual condition of the properties is limited.
5. The Buyer is applying for grant money to aid in the purchase of these properties, however the Buyer is also seeking conventional financing and traditional fund raising to complete the purchase. The agreement is not subject to receiving grant funding. The Buyer shall have until December 1, 2021 to remove the financing contingency. There are no other contingencies with this agreement.
6. Buyer is aware that seller intends to perform an IRC Section 1031 tax-deferred exchange. Seller requests buyer's cooperation in such an exchange and agrees to hold buyer harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Buyer agrees to an assignment of this contract to a qualified intermediary by the seller.

The undersigned hereby agree to amend the above described Purchase Agreement as follows:

All other terms and conditions of the Purchase Agreement remain the same.

Date: _____
SELLER _____
SELLER _____

Date: _____
BUYER _____
BUYER _____

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

2011

BUYER: Shelter Housing Corporation DBA The Bridge Home

SELLER: Quam Limited Partnership

Property Address: 210,202 & 216 S. Sherman & 120 & 126 S Sherman

Legal Description: See Attached

City: Ames County: Story State: IA Zip Code: 50010

BUYER and SELLER used herein shall include the singular or multiple BUYER or SELLER as stated above. BUYER hereby agrees to buy, and SELLER agrees to sell, the property on the following terms and conditions:

Date of Offer: Date: 10/15/2021 Time: 12pm Offer Expires On: Date: 10/15/2021 Time: 4pm

Purchase Price \$600,000

Terms The purchase price is payable as follows:

Cash, cashier's check, or certified funds at closing, including Earnest Money. BUYER shall provide evidence of proof of funds to SELLER within three (3) business days. Should BUYER not provide proof of funds within the time frame specified above, SELLER may declare this contract null and void.

New Loan - See "Financing Contingency" Below

Subject to Sale: Contingent upon closing of property located at _____ . See 1st Right of Refusal Addendum

Subject to Closing: Contingent upon BUYER'S closing and obtaining proceeds from the sale of _____ , closing on _____ (date)

Seller Financing/Contract

Other Grant

Earnest Money \$1000 With Offer Within 3 Business Days of Acceptance

Evidenced By:	To Be Held By:	Other Remarks:
<input type="checkbox"/> EFT	<input type="checkbox"/> Listing Broker	
<input type="checkbox"/> Cash	<input type="checkbox"/> Selling Broker	
<input checked="" type="checkbox"/> Check	<input type="checkbox"/>	

Financing Contingency Yes No

This agreement is contingent upon BUYER securing the following financing:

Assume Existing Loan

Type of Loan: Conv. FHA VA USDA Other _____

Years: _____ Amount: \$/% _____ Maximum % of Rate: _____ Fixed Rate Adj. Rate

SELLER to credit BUYER for actual loan costs (including origination fees and discount points) and prepaid expenses not to exceed \$ _____

Property must appraise at no less than the purchase price.

Preliminary Approval. With Offer or By _____ (date) BUYER shall provide SELLER with a letter from BUYER'S lender evidencing BUYER'S ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters. Should BUYER not provide preapproval within the time frame specified above, SELLER may declare this contract null and void.

Other Terms: The Buyer has until December 1, 2021 to provide a loan commitment. If the Buyer is not able to secure financing the Buyer may give written notice to cancel this agreement with no penalty or further obligation.

BUYER agrees to pay all customary loan costs unless otherwise agreed upon in writing. BUYER agrees upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as referenced above. If BUYER has not obtained a mortgage commitment with appraisal or loan denial on or before _____ ,

SELLER Initials

BUYER Initials

Financing Contingency Continued

SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYER. If SELLER does not choose to give such written notice, then this Agreement shall remain valid until the BUYER has obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYER shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLER acknowledges and agrees that the property will be taken off the market until SELLER receives notice of a mortgage commitment or denial from BUYER, unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED,
THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYER.**

1. POSSESSION AND CLOSING:

Closing and Possession is to be given on 03/01/2022 or earlier as agreed.

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLER'S possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice then this agreement shall remain valid until closing.

2. TRUST PAYMENTS: All funds deposited as part payments shall be held by Broker, in trust pending acceptance of this offer, or by the Broker's assignee, if any, which assignee is identified above, or on the addendum attached hereto, and examination of the abstract and delivery of deed or formal contract. BUYER authorizes the company financing this purchase to pay all funds to assignee for the benefit of SELLER and SELLER authorizes assignee to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of BUYER on title questions which may be needed to produce marketable title. If BUYER is refunded any Earnest Money, any expenses incurred on BUYER'S behalf shall be deducted and paid to creditors. If agreed to by the Broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both BUYER and SELLER.

3. INSURANCE: Within 10 days from acceptance of this offer, BUYER agrees to make application for homeowner's insurance, if required. If BUYER is unable to procure homeowner's insurance, the BUYER may rescind this Agreement by giving written notice to the SELLER stating the agreement is null and void. SELLER shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

4. SPECIAL ASSESSMENTS: The SELLER shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any used funds returned to the SELLER. SELLER shall pay for all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLER possession.

SELLER Initials

BUYER Initials

5. TAXES:

- A. The SELLER shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLER shall pay SELLER'S prorated share , based upon date of possession, of real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent fiscal year. The BUYER shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such prorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLER to so notify the BUYER and BROKER.**

6. DUTIES OF PARTIES:

- A. The Broker, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLER and BUYER acknowledge that the SELLER of real property have a legal duty to disclose material defects of which SELLER have actual knowledge and which a reasonable inspection by the BUYER would not reveal.

7. REMEDIES OF THE PARTIES: If the SELLER fails to fulfill this Agreement, SELLER will pay the Broker the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLER agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYER fails to fulfill this Agreement, SELLER may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLER may proceed by an action at law or in equity. The BUYER agrees to pay costs and reasonable attorney fees, including the Broker's commission and any other expense incurred by the SELLER. For purpose of collecting the Broker's commission from either the SELLER or the BUYER, Broker shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLER or BUYER for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

8. INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: smart home devices including smart thermostat, video doorbells, alarm devices, security systems, wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), central vacuum and accessories, water softeners (if owned), smoke alarms, all window treatments, awnings, storm windows, storm doors, screens, television antennas, television and audio brackets, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remote(s), electrical service cables, mailboxes, sump pumps, bathroom vanity mirrors, fencing, underground fencing and receiving equipment, gates, sheds, attached shelving, LP tank (if owned), outdoor in-ground plants. Also included shall be the following: _____

The following items shall not be included: _____

Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLER prior to day of possession. Personal property not removed shall be free from liens and deemed without value and left for the convenience of the BUYER. Title transfers to the BUYER upon possession without consideration unless otherwise agreed.

9. FUNDS: It is agreed that at time of closing, funds of the purchase price received from BUYER and/or BUYER'S lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the Broker and subject to approval of BUYER'S attorney on title questions needed to produce marketable title. SELLER hereby appoints the Broker to receive such funds and make such payments and disbursements.

SELLER Initials

BUYER Initials

10. CONDITION OF PROPERTY: Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYER copies of any records or prior test results pertaining to lead-based paint. SELLER shall have water, gas, and electrical utilities on for BUYER'S inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear expected. The BUYER shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLER represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER'S choice below in no way affects any improvements to the property that may be required by BUYER'S lender.

A. The BUYER may choose one of the following additional options relative to the condition and quality of the property.

- 1. Within _____ business days (M-F) after the final acceptance date BUYER may, at BUYER's sole expense, have the property inspected by a qualified person or person of BUYER'S choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead- based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the SELLER prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.
- 2. BUYER accepts this property in its current condition and no repairs or corrections will be made by the SELLER. However, BUYER reserves the right to conduct an inspection of the property within 10 business days after final Acceptance Date. Buyer understands that SELLER shall not be obligated to repair, replace, or modify any item identified in the BUYER'S Inspection Report. However, **within this same period**, BUYER may notify SELLER in writing that deficiencies exist which are beyond the BUYER'S expectations and BUYER may void contract and earnest money will be returned to the BUYER. Failure to do so shall be deemed a waiver of BUYER'S inspection and BUYER agrees to accept the property in its present condition.
- 3. SELLER has offered the property in its "AS-IS" condition or BUYER accepts property in its "AS-IS" condition. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

B. New Construction: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within _____ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

C. Ground Water Hazard Statement, if required, will be filed at closing for the SELLER regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

SELLER Initials

BUYER Initials

11. PEST INSPECTION. If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLER**, at **SELLER'S** sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLER** or **BUYER** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYER** within five (5) days after receipt of the inspection report, provided however, **BUYER** may accept the property in its existing condition without such treatment or repairs or B) **SELLER** shall have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYER'S** satisfaction prior to closing. If repairs are not made to the **BUYER'S** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.

If this box is checked, **BUYER** acknowledges that the property is **NEW CONSTRUCTION** (one or two family dwelling) and agrees that the property will **NOT** be inspected for termites or other wood destroying insects prior to closing as indicated above. When prevention of termite infestation is required or specified by the Lender, **FHA**, or **VA**, the **SELLER** agrees to provide evidence or compliance with all applicable State and Federal requirements.

12. NON PUBLIC SEWAGE, COMMERCIAL WASTE AND EXCRETE DISPOSAL INSPECTIONS: The **SELLER** shall obtain satisfactory inspection report(s) on these system(s) from the State & County Board of Health and present them to the **BUYER** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any, and cost of repairs required by County Board of Health are to be paid by **SELLER**.

13. RENTAL PROPERTY: If this property is currently used as rental property, this Agreement is contingent upon **SELLER** providing **BUYER** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYER** shall take the property, subject to the rights of existing tenants. Within 10 days, **SELLER** shall deliver to **BUYER** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expense statements. **SELLER** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYER'S** prior written request. **SELLER** shall surrender to **BUYER** all security deposits of tenants if required by law and will prorate all rentals received.

14. SURVEY: The **BUYER** may, no later than 10 days prior to closing, have the property surveyed at **BUYER'S** expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.

15. ABSTRACT AND TITLE: **SELLER** within five (5) business days of acceptance shall provide, at **SELLER'S** expense, an abstract of title. Once obtained, said abstract shall be continued to and including the date of acceptance of this Agreement. Continued abstract shall be delivered to an attorney selected by the **BUYER** or **BUYER'S** lender for a title opinion. **SELLER** shall in the alternative if requested by **BUYER** or **BUYER'S** lender, provide at **SELLER'S** expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. **SELLER** agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to **SELLER'S** inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the Broker. The **SELLER** shall not be entitled to rescind unless **SELLER** has made a reasonable effort to procure marketable title.

16. COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYER'S** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.

SELLER Initials

BUYER Initials

17. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, **Time Shall Be Of The Essence.** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. Paragraph headings are for convenience of reference and shall not limit nor affect the meaning on this Agreement.

18. **HOME WARRANTY:** Included with this sale YES NO
Ordered By: Listing Agent or Buying Agent **Paid For By:** SELLER or BUYER
 Warranty Company Plan _____ at a cost not to exceed \$ _____

19. **OTHER PROVISIONS:** _____

20. **AGENCY DISCLOSURE:** BUYER and SELLER confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Seller's Brokerage _____ **Buyer's Brokerage** _____
Dual Agent/Brokerage Hunziker & Associates Realtors

BUYER and SELLER request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreement, groundwater hazard and declaration of value incident to a residential real estate transaction.

21. **BROKER'S SETTLEMENT SERVICES FEE & COMPLIANCE FEE:** If this agreement is accepted, BUYER shall be charged \$450.00 at closing for Buyer Settlement Services Fee and Compliance Fee.

22. **SURVIVAL:** This Agreement, its warranties, representations, covenants, agreements, duties and remedies contained shall survive the execution and delivery of this agreement, the closing of the transactions herein and the recording of any contract or deed conveying title.

23. **CALCULATING TIME PERIODS:** All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 A.M. and end at 11:59 P.M. in computing any time period. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last day of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

ACCEPTANCE

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, or electronic communication. Persons designated for receipt of any notice shall be the BUYER'S and/or SELLER'S Agents and/or Brokers respectively. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgment of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document of the appropriate Broker/Agent. **SELLER/BUYER hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.** If accepted by the SELLER on a later date and such acceptance is ratified in written form by BUYER, then this agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

Addendum(s) Attached _____ (#)

SELLER Signature _____ **Date** _____
 Printed Name Jerry Quam

BUYER Signature _____ **Date** _____
 Printed Name Dan Douglas

SELLER Signature _____ **Date** _____
 Printed Name _____

BUYER Signature _____ **Date** _____
 Printed Name _____

Listing Brokerage:
 Hunziker & Associates Realtors
 Brokerage # F00677000 Agent # B32796000
 Chuck Winkleblack 515-290-7007
 Agent Cell Phone

Selling Brokerage:
 Hunziker & Associates Realtors
 Brokerage # F00677000 Agent # B32796000
 Chuck Winkleblack 515-290-7007
 Agent Cell Phone

SELLER Rejection: The undersigned SELLER of the above property rejects this BUYER'S written offer to purchase the above stated property. SELLER Initials

ADDENDUM
AMENDMENT
TO PURCHASE AGREEMENT

SELLER: Quam Limited Partnership

BUYER: Shelter Housing Corporation DBA The Bridge Home

ADDRESS OF PROPERTY: 202, 210 & 216 S. Sherman & 120 & 126 S 2nd Street

DATE OF PURCHASE AGREEMENT: 10/15/2021

The following additional terms and conditions are hereby incorporated into the above described Purchase Agreement:

1. The Sellers are selling these properties "As is, where is". If between the date of this agreement and the closing any of the properties are required to be demolished by the city of Ames, the Buyer shall reimburse the Seller for the demolition costs including but not limited to, asbestos inspection and mitigation, utility disconnections, the actual demolition and associated landfill costs related to the demolition. The reimbursement will take place at the time of closing.
2. At the time of closing the Seller shall assign all leases to the Buyer. The Seller shall credit the Buyer at closing for all security deposits held by the Seller as well as any pre-paid rents.
3. If the Buyer is able to obtain financing or receives grant funding that would allow the closing to occur sooner than the closing date, both parties agree to close this transaction as soon as possible.
4. The Seller has completed the required Sellers disclosure statement to the best of their ability. These properties have been rental properties for many years and the Sellers knowledge of the actual condition of the properties is limited.
5. The Buyer is applying for grant money to aid in the purchase of these properties, however the Buyer is also seeking conventional financing and traditional fund raising to complete the purchase. The agreement is not subject to receiving grant funding. The Buyer shall have until December 1, 2021 to remove the financing contingency. There are no other contingencies with this agreement.

The undersigned hereby agree to amend the above described Purchase Agreement as follows:

All other terms and conditions of the Purchase Agreement remain the same.

Date: _____	Date: _____
SELLER <input style="width: 90%;" type="text"/>	BUYER <input style="width: 90%;" type="text"/>
SELLER <input style="width: 90%;" type="text"/>	BUYER <input style="width: 90%;" type="text"/>

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

2011

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



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

29

Name of Project:

Finding Hope and a Home

Organization Name:

The Bridge Home

Performance Measures:

- On a quarterly reporting basis, address and provide ongoing comparison to same quarter from previous year:

As available, the following data shall be disaggregated by race, age and gender:

- 8-plex occupancy rate
- # of families served
- # of homeless families served
- # of homeless individuals served
- # of first-time homeless individuals served
- # of first-time homeless families served
- Average length of tenants' stay
- # of households able to improve employment situation
- # of individuals participating in "Supportive Housing" program
- # of families participating in "Supportive Housing" program
- # of individuals participating in "Rapid Re-Housing" program
- # of families participating in "Rapid Re-Housing" program
- # of referrals to community resources, specified by resources and agencies (i.e. food assistance, mental health, substance abuse assistance, employment, legal, general medical, dental, education, housing, other)
- Cost to maintain, including on-going repairs, utilities (amount and identify responsible party to pay), amount of rent paid monthly/unit (if any)
- Staff hours specific to 8-Plex residents
- Information regarding where individuals have moved on, addressing numbers for the following:
 - own residence
 - moved in with family
 - another shelter
 - became unhoused again

For Office Use Only

Date Distributed: September 1, 2022 Via Email

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



**Project and Program
Proposals
External Community
Organizations**

BUDGET AND PROCESS FOR REIMBURSEMENT

Project ID: 29
Name of Project: Finding Hope and a Home
Organization Name: The Bridge Home

BUDGET

Item	Amount	Total Awarded	FISCAL YEAR			
			FY23	FY24	FY25	
	REQUESTED FUNDING	\$ 855,000.00	\$ 855,000.00	\$ -	\$ -	\$ -
1.0	Purchase/Acquisition of 8-Plex at 215 S Sherman Ave	\$ 580,000.00	\$ 580,000.00	\$ 580,000.00	\$ -	\$ -
2.0	Closing costs	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
3.0	Rehabilitation of 8-Plex	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	\$ -
4.0	Operating Costs of 8-Plex	\$ 90,000.00	\$ 90,000.00	\$ 29,535.00	\$ 30,350.00	\$ 30,115.00
4.A	Repairs and Maintenance	\$ 65,000.00	\$ 65,000.00	\$ 17,000.00	\$ 22,050.00	\$ 25,950.00
4.A-1	Site care and maintenance, i.e. lawn care, snow removal, etc.	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4.A-2	Unit repairs and maintenance, i.e. plumbing, HVAC, appliance, floor, wall, etc.	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 6,550.00	\$ 8,950.00
4.A-3	Building repairs and maintenance, i.e. washer/dryer, screens, doors, electric, etc.	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 5,500.00	\$ 6,000.00
4.A-4	Some of the repairs/ maintenance may require replacement such as carpet or appliances, etc.	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 5,000.00	\$ 6,000.00
4.B	Management Fees	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 4,000.00	\$ -
4.C	Utilities	\$ 11,240.00	\$ 11,240.00	\$ 3,750.00	\$ 3,750.00	\$ 3,740.00
4.D	Misc. Expense	\$ 1,760.00	\$ 1,760.00	\$ 785.00	\$ 550.00	\$ 425.00
TOTALS		\$ 855,000.00	\$ 855,000.00	\$ 794,535.00	\$ 30,350.00	\$ 30,115.00

PROCESS FOR REIMBURSEMENT

Grant funds will be disbursed based on reimbursement of expenses by Story County. Reimbursement will be based upon authorized and allowable expenditures, and be consistent with grant statement of work, project narratives, project budget details as detailed above, and grant guidance. Payments may be withheld pending correction of deficiencies, or for the lack of supporting documentation.

For the reimbursement of expenses, Subrecipient must complete all forms required by Story County.

Acceptable supporting documentation for proof of project expenses to include the following:

Proof of Purchase

1. Invoices
2. Billing Statements only if it shows actual date(s) of service
3. Itemized receipts which detail what is being purchased.

Proof of Payment

1. Bank Statements
2. Canceled checks
3. Credit Card Statements
4. Receipt of purchases

Documentation for personnel expenses must follow Uniform Guidance 2 CFR 200.430(i) which requires salary and wage expenses to be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Reflect the total activity for which the employee is compensated; and
3. Support the distribution of the employee's salary or wages (along with allowable fringe benefits) among specific activities or cost objective if the employee works on more than the specified Federal award cost center. Submit actual documentation showing payment to employee such as copies of pay stubs or accounting ledger.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development Director
RE: Request for Proposals Responses for Disaster Debris Site Management Plan for 60016 160th Street, Nevada, Story County, Iowa
DATE: April 18, 2023

On October 4, 2022, the Board of Supervisors acted to enter into a purchase agreement to purchase the north 20 acres of the property located at the southeast corner of 600th Avenue and 160th Street (60016 600th Ave) in Milford Township. The site is to be used as a debris staging and reduction site for disaster debris including, but not limited to, vegetative debris, construction and demolition debris, and household hazardous waste.

Prior to purchasing the site, staff indicated that a plan was needed for the site's use including any necessary site preparation work. This was to be developed by a consultant. A request for proposals (RFP) was prepared and one response was received by the deadline. Another response was received past the deadline and not considered.

The evaluation committee (County Engineer Darren Moon, Facilities Management Director Joby Brogden, and Planning and Development Staff) evaluated and scored the proposal based on the following criteria:

- Experience and Past Performance
- Company Organization and Qualifications
- Restatement of Services
- Cost

APPROVED DENIED
 Board Member Initials: _____
 Meeting Date: 4.18.23
 Follow-up action: _____

The proposal from SCS Engineers divides the requested work into two phases to ensure the Board has sufficient information that the site will meet the County's needs, and does not present contamination or other issues, prior to the purchase of the site before the purchase agreement's expiration in July. The cost for the first phase of work is \$41,000. This is unbudgeted, as is the cost to purchase the site. However, this may be reduced by \$16,500 if all environmental testing is not determined to be necessary. The first phase would include steps necessary to exercise the County's due diligence prior to purchase: to ensure the location meets all state and federal criteria and does not present any environmental challenges, such as natural resources or contamination.

The development of a site plan and plan for the site's use would occur after the purchase of the site. This cost was not included and would be proposed based on the results of the first phase and successful purchase of the property. Another RFP may be required at this point.





Story County Planning and Development Department
Ph. 515-382-7245 Fax: 515-382-7294

Staff felt SCS Engineers' experience with planning solid waste facilities, transfer stations, and landfill expansions, as well as with debris management plans and engineering services, ensures that they have sufficient knowledge of applicable rules, best practices, and capabilities to fulfill the request. They also suggested coordinating a site visit with the Iowa DNR, which staff appreciated. Staff also felt comfortable with the cost as it was similar to the other RFP received past the deadline.

After reviewing the proposal received, staff recommends the Board of Supervisors accept the proposal from SCS Engineers for \$41,000.



PLEASE RECYCLE

March 29, 2023
Proposal No. 270163223

Ms. Amelia Schoeneman, Planning and Development Director
Story County Planning and Development
Story County Administration
900 6th Street
Nevada, Iowa 50201

Subject: Request for Proposal Response
Disaster Debris Site Management Plan
For 60016 160th Street, Nevada, Story County, Iowa

Dear Ms. Schoeneman:

SCS Engineers (SCS) appreciates the opportunity to provide this proposal for professional planning services associated with developing a disaster debris site management plan for Story County. We applaud the forward thinking to be evaluating this before a disaster strikes and the need for a debris management area is immediate. We understand that through a GIS selection process Story County has selected a potential site for purchase. We also understand the purchase agreement must be completed by July and the goal of this project is to ensure that, if purchased, the property 1.) does not have prior contamination from previous owner(s) and 2.) will not have any regulatory and/or site utilization siting criteria (i.e., wetlands, setback, floodplains, water ways, etc.) that restrict the use from occurring. We have kept your needs at the forefront of our planning and are therefore proposing modifications to your scope and timeline. We are recommending you complete assessments needed to evaluate and determine purchase of the property knowing there is not reasonable potential of contamination based on a Phase I Environmental Site Assessment and initial siting criteria and site layout. If the property is determined to be a sound purchase, we propose to complete the remainder of the site baseline conditions that includes air, water, and soil testing, and developing a disaster debris site use plan.

We believe this approach will provide that answers you need within the very tight timeline that has been set forth. Understanding the critical nature of the schedule, SCS would request a meeting to talk through our approach and confirm the schedule presented with the understanding that some activities will be completed by a third party for which we do not have schedule control.

This work fits well within our wheelhouse and we are excited to have the opportunity to establish a working relationship with you. Please reach out at the phone numbers or emails below if you have any questions.

Sincerely,

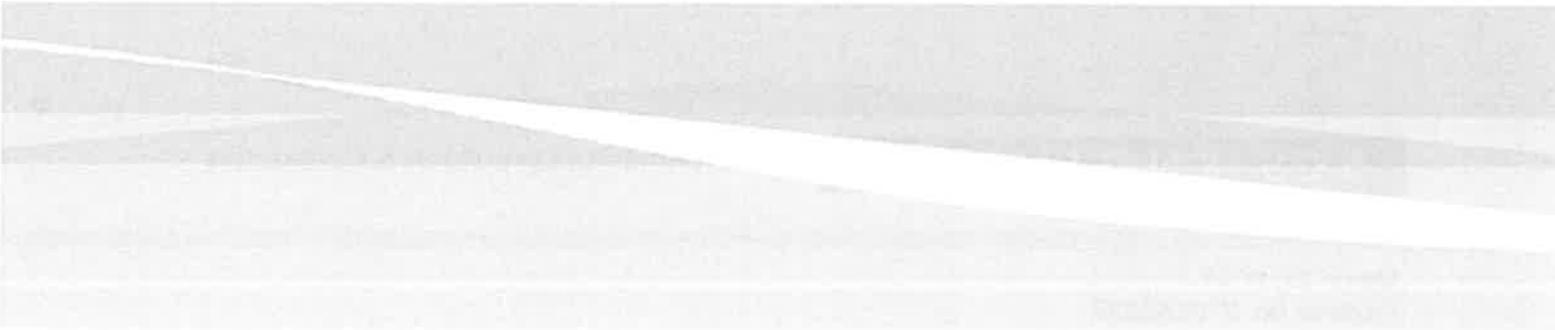


Jeff Phillips
Project Manager
SCS Engineers
(515) 249-7554
jdphillips@scsengineers.com
JDP/MJM



Michael J. Miller, CHMM
Project Director
SCS Engineers
(402) 938-0318
mmiller@scsengineers.com





Disaster Debris Site Management Plan

For 60016 160th Street, Nevada, Story County, Iowa

Story County Planning and Development
c/o Amelia Schoeneman, Planning and Development
Director
Story County Administration
900 6th Street
Nevada, Iowa 50201

SCS ENGINEERS

Proposal Number 270163223 | March 29, 2023

1690 All-State Court, Suite 100
West Des Moines, Iowa 50265
515-631-6160

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1.0 COMPANY BACKGROUND AND EXPERIENCE

Established in 1970, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers, SCS Field Services, and SCS Energy) is one of the oldest and most widely respected employee-owned, environmental and solid waste consulting firms in the nation. SCS has grown to a staff of over 1,200 engineers, geologists, constructors, operators, and highly qualified consultants and support staff, located in 70 offices, serving clients in 35 states and internationally. SCS is headquartered in Long Beach, California.



SCS specializes in providing comprehensive environmental assessment and remediation services for life-cycle urban redevelopment projects supporting both local government and private industry initiatives. Similarly, when the unexpected is encountered, SCS supports regulated entities with responding to emergencies to prevent further harm to the environment and property and to mitigate impacts and risks. With over five decades of experience, we are nationally recognized for work in consulting, remedial design and construction, and Brownfields assessment.

Our general services encompass a range of due diligence, environmental, and solid waste areas including:

Real Estate

- Due Diligence and All Appropriate Inquiries
- Brownfield remediation and re-development

Landfill

- New and Existing Active Sites
- Monitoring and Corrective Action
- Closure, Post-closure Care, Redevelopment

Compliance

- Hazardous Waste, Superfund, PCBs
- Process Safety Management, RMPs, Industrial Hygiene
- Clean Air Act (Title V, Modeling, HAPs)
- Stormwater, Wastewater, Emerging Contaminants
- Storage Tanks and SPCC
- Audits and Management Systems

Integrated Solid Waste Planning & Facilities

- Beneficial Use and Sustainable Recycling and Composting
- Material Recovery and Transfer
- Waste Conversion
- Waste Diversion
- Financial Management
- Profitable Sustainability Initiatives for Manufacturing
- Facility Retro-commissioning

SCS is one company with staff and offices across the United States employing similar experienced staff. We are able to work across these offices as needed to provide additional support and/or technical expertise as needed. The proximity of our offices in Des Moines, Iowa; Omaha, Nebraska; Overland Park, Kansas; and Madison, Wisconsin make work sharing and site visits a seamless effort.

On a local level, SCS staffs 20 qualified and competent personnel out of our Des Moines, Iowa Office. Experience ranges from 0 to 29 years, with an average of 11 years' experience. Our local staff consist of engineers, geologists, field technicians, and compliance staff. We work with over 35 solid waste entities on the planning, design, and management of their solid waste facilities including transfer stations and landfills. Staff also perform environmental site assessments ranging from Phase I and Phase II Environmental Site Assessments, which include the soil investigation aspect, to full brownfield development projects. There are several components weaved within these services that intertwine with the Disaster Debris Site Management Plan: understanding of due diligence with property acquisition, investigation of air, soil, and water to determine potential contamination and extents, site design to meet intended use and governing regulations; and a solid working understanding of Iowa Administrative Code and a professional relationship with the regulators to have efficient discussions as project work progresses and questions arise.

1.1 VENDOR INFORMATION

The names and addresses of the primary contacts are provided below.

Jeff Phillips
SCS Engineers
1690 All-State Court
West Des Moines, Iowa 50265
(515) 249-7554 (cell)
jdphillips@scsengineers.com

Mike Miller, Vice President, CHMM
SCS Engineers
14755 Grover Street
Omaha, NE 68144 USA
(402) 938-0318 (office)
(402) 651-8194 (cell)
mmiller@scsengineers.com

1.2 PROJECT TEAM

Our project team consists of staff who have worked across the public and private sector on horizontal expansions of landfills, site facility plans, groundwater and soil analysis for evaluation of potential contamination, air quality monitoring to meet Title V permit requirements, and communication with the regulating authorities to aid our clients in getting submitted work approved.

The organizational chart showing the SCS staff and their assigned responsibilities for this project is found on the next page, with key personnel information following. As mentioned, we have other competent resources available both within Des Moines and other offices as needed to ensure this project for Story County is completed on time, barring circumstances beyond our control.

Proposed Project Team



Key Personnel Bios

The following are short bios for SCS personnel that will be responsible for performing project activities. Full resumes are available upon request.



MICHAEL J. MILLER, CHMM | PROJECT DIRECTOR

MICHAEL MILLER has a wide variety of experience in the environmental management and consulting field in both the private and federal sectors. An SCS regional Vice President overseeing Iowa and Nebraska operations, Mike provides more than 29 years of environmental and solid waste consulting experience. He has helped communities in Iowa, Nebraska, South Dakota, and Wyoming with procurement and operational efficiency and, in his prior life, supported solid waste and environmental operations for a Federal Agency throughout the United States.

Since joining SCS in 2005, Mike has performed and directed a number of site assessments, brownfield projects, site remediation, and facility planning activities. Mike has supported many clients throughout the Midwest with integrated solid waste management programs including design, construction, operations, and planning. Mike is one of SCS' national experts on environmental due diligence and has effectively walked a number of clients through the go-no go analysis on land acquisition.

Mike will serve as the Project Director as well as a Technical Lead for this project. The Project Director's role is to provide technical expertise and experience as needed to support the project's success.

Education

MBA - Business Administration, University of Missouri

BS - Industrial Management, Arizona State University

Years of Experience

29

Certificates/Licenses

Certified Hazardous Materials Manager

Certified 40-Hour Hazardous Waste Operations Worker

Certified Hazardous Waste Operations Site Supervisor



JEFF PHILLIPS | PROJECT MANAGER & TECHNICAL LEAD

Education

BA – Geography and Environmental Studies, University of Iowa

Years of Experience
20

Certificates/Licenses

Iowa Composting Council
Past Chair, Current Board Member
Iowa Certified Landfill Operator

JEFF PHILLIPS is a Project Manager who manages and performs project work primarily related to material management services such as programs, services, and facility assessments, waste and recyclable material characterization studies, strategic planning, community engagement and outreach, and training. Mr. Phillips also works with municipal and privately owned facilities in developing and training emergency response and disaster debris management plans.

Mr. Phillips has more than 20 years of experience in the Midwest overseeing projects for municipalities, solid waste agencies, and both private and public entities. Jeff is currently working with a county landfill within Iowa on the development of their disaster debris management plan. Jeff will leverage this experience to the full benefit of Story County.

Jeff will serve as the Project Manager and Technical Lead for this project. Jeff's responsibility as Project Manager is to ensure that scope is well laid out and understood, and that there is clear communication between the County and SCS staff. Jeff will work to ensure project end goals and schedules are understood and followed, and budgets are met.



LEAH CALVERT, P.G. | PROJECT STAFF

Education

BS – Geology, University of Iowa
MS – Geoscience, University of Iowa

Years of Experience
20

Certificates/Licenses

OSHA 40 Hour Certified

LEAH CALVERT is an Iowa Certified Groundwater Professional in Iowa and a Professional Geologist in Nebraska and Missouri with more than 20 years of project experience.

Throughout her career, Leah has prepared work plans tailoring the most appropriate assessment procedures and analysis for each site she's evaluated. Leah has also completed risk-based corrective action (RBCA) assessments utilizing modeling software to make recommendations for future activities at the site including remediation, modeling, establishing monitoring programs, or alternative methods to bring the site to closure

Leah is responsible for completion of Phase I and II Environmental Site Assessments; assessment and remediation of petroleum, nitrate, and metals contaminated sites; completion of corrective action/remediation design work plans and reports; site monitoring reports; compliance site checks; coordination and direct communication with regulatory officials; and historical site and project activity research. Leah's extensive knowledge of state and federal regulations is beneficial to clients evaluating governing regulations and next steps.



EMILY SMITH | PROJECT STAFF

Education

BS – Biological Sciences,
Wichita State University

AS – Science, Butler
Community College

Years of Experience

3

Certificates/Licenses

40-Hour HAZWOPER
Training

EPA Method 9 Certification
Certified Visible Emissions
Reader

38-hour Army Corps of
Engineers Wetland
Delineation Training

EMILY SMITH has been responsible for a multitude of groundwater monitoring and ecological-based projects. She has experience as a biologist, field technician, and Staff Professional in the private sector for over three years aiding project managers to complete permitting requirements and meet state and federal environmental compliance standards. Her experience has included conducting pedestrian surveys for wetland determination/delineation, federal and local Threatened and Endangered Species (T&E) surveys, and reporting on the findings for both the public and private sectors.

Emily has experience as a lead biologist conducting a variety of pedestrian surveys to delineate wetlands and jurisdictional waters and report writing for these projects throughout the Midwest. Wetland delineations and jurisdictional determinations have been completed according to the USACE Wetlands Delineation Manual (USACE 1987). Wetland determinations/delineations have been completed for KDOT, energy sector clients including the oil and gas industry (pipelines) as well as wind and solar energy development projects, a commercial and residential development corporation, and for a multitude of other public and private sector clients. Ms. Smith has also written permit applications, and mitigation reports, communicated with stakeholders and coordinated with regulatory agencies on behalf of clients at multiple sites in Kansas, Nebraska, Missouri, and Indiana.



BEN MADSON | PROJECT STAFF

Education

BA – Environmental
Science, University of Iowa

Years of Experience

2

Certificates/Licenses

OSHA 40-Hour HAZWOPER
International Society of
Arboriculture Certified
Arborist – IW-0075A

BEN MADSON is an environmental scientist with experience in several areas. Ben has completed leachate, surface water, and groundwater sampling in all weather conditions using wide variety of pumps and methods. He has also assisted drilling teams with well installations while collecting soil samples using Shelby Tubes, split spoons, and direct push rods.

Ben's experience includes performing wetland delineations focused on application of the 1987 Corps of Engineers Wetland Delineation Manual, Midwest Supplement, conducting pre-assessments and on-site surveys to evaluate site risks, and characterizing solid waste and industrial impacts will be beneficial.

Ben also has experience performing TE&E surveys, preparing reports and maps for compliance reporting, working with DNR regulators, and has developed and maintained a working knowledge of federal, state, and local regulations, technical principles and/or practices applicable to assigned projects, and area of expertise.



DANIEL DIETCH | PROJECT STAFF

Mr. Dietch has more than 30 years of academic and professional experience in solid waste management. He uses this experience to provide clients with strategic solid waste consulting, including solid waste and recycling planning, solid waste facilities procurement, operations monitoring, litigation support, rate structure/alternative financing analyses, ordinance development, and contract negotiations.

Education

MBA – Management,
University of Miami

MPS – Environmental
Management, Cornell
University

BA – Geology, Skidmore
College

Years of Experience

30

Daniel has nearly 20 years of experience in providing disaster debris recovery management and planning services for communities and solid waste agencies throughout Florida and across the United States. Activities have included logistics coordination and management and reporting services related to loading and disposal site monitoring, daily status reports, debris contractor oversight, and quality control auditing. More recently, Mr. Dietch prepared the solicitation to secure a qualified debris management contractor for Osceola County and served as the Principal-in-Charge for their new Disaster Debris Management Plan.



CHRISTINE COLLIER, P.E. | PROJECT STAFF

CHRISTINE COLLIER has 24 years of experience in the Iowa solid waste industry. She has worked as the client manager, project manager, and/or technical staff on various projects including feasibility studies, facility planning, landfill design, construction, permitting, compliance, and revenue sufficiency modeling.

Education

BS – Civil Engineering
Iowa State University

MS – Civil Engineering,
Environmental Emphasis
Iowa State University

Years of Experience

24

Certificates/Licenses

Professional Engineer - IA

Since beginning with SCS over six years ago, Christine has completed several projects looking at responsible alternatives to landfill disposal for materials including a Waste Diversion Enhancement and Recommendation Report for the City of Ames Resource Recovery Plant, worked on the project team for the 2017 Statewide Waste Characterization, worked with the Cedar Rapids/Linn County Solid Waste Agency and the Waste Commission of Scott County to complete landfill gas feasibility studies, completed a rate study and transfer station options analysis for the Cass County Environmental Control Agency, and completed an Organics Feasibility Report for the Dubuque Metropolitan Area Solid Waste Agency. Christine is a current Iowa Recycling Association (IRA) Member and has been active with the Iowa Society of Solid Waste Operations (ISOSWO) for over 24 years.

Christine's role in this project will be to further evaluate potential relevant siting criteria and to work with the team to develop a conceptual site layout that meets the needs of the County and the regulators.



MORGAN SYKES, P.E. | PROJECT STAFF

Education

BS – Civil Engineering
Colorado School of Mines

Years of Experience

24

Certificates/Licenses

Professional Engineer –
CO, NE, IA

MORGAN SYKES is a project manager and senior civil engineer in charge of project layout, subdivision and land planning, zoning, permitting, development of construction documents, and construction oversight. Morgan has over 25 years of experience with municipal, commercial, and private clients throughout the country in developing project designs and working with local planning and building departments to gain approval of the projects. He has worked with clients on projects that have required special use permits, conditional use permits, zoning variances, modification of land use plans, development and implementation of overlay districts, and other planning and zoning approvals. He has experience with preparing Sanitary and Improvement Districts, Street Improvement Districts, as well as Tax Increment Financing (TIF) plans and submittals and served on the City of Bellevue, Nebraska's Planning Commission.

Mr. Sykes also has years of experience in construction of residential and commercial projects. He owned his own construction company for six years and has acted as the Owner's Representative on numerous types of municipal and commercial construction projects ranging from \$10,000 to \$10,000,000 throughout his career.

1.3 SIMILAR PROJECT EXPERIENCE

SCS is nationally recognized as solid waste and recycling management experts. Our team of experts have supported communities and solid waste agencies across the United States in providing disaster debris recovery management and planning services. SCS also is also highly respected within the industry for employing experienced and qualified staff across the country who have provided environmental condition assessment services on literally thousands of projects across the United States.

We have provided brief summaries of several project examples which highlight experience and expertise needed in performing the services proposed in this RFP response. Client references are provided in Section 4.0. Additional work examples and information are available upon request.

Title: Numerous Phase I Environmental Site Assessments, Nationwide

Client: Federal, County, City, and Private Commercial and Industrial Clients

Description: The staff at SCS have been retained by clients across the country to complete Phase I Environmental Site Assessments (ESAs). A properly completed Phase I meets the criteria required to satisfy the All Appropriate Inquires (AAI) rule and grant the potential buyer protection from liability related to existing contamination under the EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The members of the SCS team have been involved in the completion of thousands of Phase I ESAs throughout the Midwest and nationally at facilities ranging from agricultural fields, industrial facilities, military installations, and superfund sites. Further, our project director and technical lead, Mike Miller, serves as the SCS National Expert for environmental due diligence.

Title: Disaster Debris Management Plan Update, Osceola County, Florida

Client: Osceola County Solid Waste Department

Description: The Osceola County Solid Waste Department engaged SCS to update its Disaster Debris Management Plan (DDMP) that was last revised in 2008. The project objective was to update the DDMP to reflect current conditions in the County, current debris management contractor agreements, and current policy and guidance issued by FEMA and the Federal Highway Administration (FHWA). The desired outcome was to increase coordination between multiple County partners and maximize Federal reimbursement of expenses related to disaster debris management.

Some challenges faced included a geographically diverse County spanning approximately 1,500 square miles with vast sparsely populated areas, a large number of gated communities requiring access agreements, and multiple jurisdictions responsible for roadways. Solutions incorporated into the updated DDMP included the use of GIS to define jurisdictional boundaries and unique residential collection sites, securing geographically diverse temporary debris management sites, and carefully coordinating with all contributing stakeholders to align roles and responsibilities. The DDMP was activated in late 2022 following impacts from Hurricane Ian.

Title: Iowa City Facility Plan, Iowa City, Iowa

Client: Iowa City, Iowa

Description: Iowa City owns and operates the Iowa City Landfill and Recycling Center (Facility). This Facility provides disposal and recycling services to residents and businesses within Johnson County. Iowa City retained SCS to develop a Facility Plan that provided direction for how the site can continue to serve its customers efficiently over the next 30-years. SCS met with City staff to assess their use of the existing activity areas, planned site improvements, desired site modifications, and to better understand the intended long-use of the site.

The Facility Plan evaluated the location of existing infrastructure (i.e., buildings, utilities, etc.), activity areas (i.e., landfill activities, compost operations, etc.), customer traffic patterns, and developed recommendations for current and future site modifications. The identified recommendations evaluated siting criteria for intended activity area utilization, optimized use of existing in-place infrastructure, provided a phased schedule and estimated cost for site modifications, established plans to improve site traffic, and developed detailed site use maps.

Iowa City has already used the Facility Plan for budgeting, capital improvement project planning, operational modifications, and state and federal grant applications.

Title: Mahaska County Sanitary Landfill Strategic Planning and Cell 3 Design and Construction, Oskaloosa, Iowa

Client: Mahaska County Solid Waste Management Commission

Description: The Mahaska County Solid Waste Management Commission owns and operates a sanitary landfill southeast of Oskaloosa, Iowa. Efficient and successful operation of a landfill requires long-range planning, which involves numerous aspects of siting, design, financing, and well thought out site development/operational sequencing.

This project included review/evaluation of siting criteria such as wetlands, threatened and endangered species, off-sets from various types of receptors (e.g. water supply wells), and other regulatory criteria to determine suitable areas for future landfill development, conceptual design of not only future disposal airspace, but also storm water management infrastructure, support facilities, and proper development sequencing and placement of support/service infrastructure, along with design and permitting of the next landfill disposal area contracted for construction in spring 2023.

Additionally, a financial model was developed to assist the Commission in planning for future expenses to maintain the financial viability of the facility and the programs and services offered to the community, which they have used for the development of their annual budget and to evaluate the financial impacts of implementing additional programs for the planning area.

Title: Iowa DNR Sustainable Materials Management Vision for Iowa Phase II, Des Moines, Iowa

Client: Iowa Department of Natural Resources

Description: For approximately 40 years, Iowa's solid waste regulations and systems focused on managing solid waste at the point of disposal. The Iowa Department of Natural Resources (DNR) initiated discussions with the public and a variety of stakeholders to assess the potential to transition from this traditional integrated waste management system to a sustainable materials management (SMM) approach to using and reusing materials more productively over their entire life cycles.

The DNR retained the services of SCS to work with stakeholders to identify a transition from the existing solid waste management policies and infrastructure to a comprehensive SMM system over the next 20 years. SCS performed and coordinated industry, material management, processing and manufacturing, and legislative and policy research. SCS then presented research results and facilitated work sessions with stakeholders that represented a variety of industries and environmental perspectives. As a result of these activities which took place over a period of two years, SCS developed recommended strategies for the DNR to consider that would seek to implement SMM policies, program, facilities, funding measures, and progress metrics in Iowa.

2.0 STATEMENT OF SERVICES

2.1 PROJECT UNDERSTANDING

SCS understands that the County has a purchase agreement on the north 20 acres of the property at 60016 160th Street, Nevada, Story County, Iowa. The property was formerly used by Dupont for storage of corn stover and at one point had a fire due to a lightning strike. The County found this property utilizing GIS to select properties meeting certain criteria (i.e., paved roads, residential setbacks, etc.). The County's desired use for the property is a disaster debris management site (i.e., staging and reduction) where citizens, contractors, County departments, etc. could bring at a minimum vegetative debris, construction and demolition debris, and household hazardous waste for management.

The County, through this RFP, desires determination of the sites hydrologic, soil, groundwater, and air background conditions, and determination of the suitability of the site related to archeological, ecological, and wetland reviews. A disaster debris plan and site plan is also requested through the RFP.

The provided schedule includes an effective start of the contract of April 25, 2023 with a project completion date of May 22, 2023 in order to complete the Conditional Use application process and have both confirmation the site is a valid disaster debris management site and confirmation that the Board of Supervisors approves the purchase.

Based on our review of the RFP timeframe, the RFP review/award timeframe, and the time allotted to complete the requested tasks, we respectfully request the County consider a modification to their schedule as it is not possible to complete the listed tasks within the existing schedule.

SCS understands that the critical piece is to know prior to the purchase agreement expiring in July 2023 that the site does not have pre-existing contamination and that it does not have siting or site specific issues that will derail it from being used as the County's disaster debris management site. We are therefore proposing that the scope of work be split into two approximate phases and be slightly modified, as detailed in Section 2.2 below.

2.2 PROJECT APPROACH

SCS proposes to complete the work in two phases. Phase One will be completed prior to May 22, 2023 barring circumstances beyond our control and will consist of the following:

- Phase I Environmental Site Assessment (ESA)
- Phase II ESA (if required based on results of Phase I)
- Preliminary archeological and ecological assessment
- Conceptual site plan

Phase Two could then occur if the decision is made to purchase the property. The work done at this point will not be under the short turn around time but would still be completed within a timely manner. SCS would appreciate the opportunity to sit down with the County staff and coordinate/plan drop-dead versus preference deadlines.

The second phase of the project would then consist of the completion of baseline conditions and development of the Disaster Debris Management Plan for the site. These phases are further defined below.

2.2.1 Phase One – Environmental and Site Utilization Assessment

Phase one is focused on providing information to the County to advise them on the purchase of the property for its intended use. While most of the site assessment work can be completed before the presented deadline of May 22, 2023, some environmental evaluations (i.e., wetland delineation and US Army Corps of Engineers determination, archeological assessment, endangered flora and fauna evaluation, etc.) are not likely able to be completed ahead of this date. However, these efforts can be initiated in anticipation that preliminary conclusions may be made prior to the presented deadline.

The following activities will be performed as part of Phase One:

1. Phase I ESA – A Phase I ESA will be conducted for the property to determine the potential for historic environmental impacts at the site. The Phase I ESA will conform to the ASTM 1527-21 standards and will include the following: site reconnaissance, interviews, a historical records review, and database search.
2. Phase II ESA – A Phase II ESA will be conducted if recognized environmental conditions are discovered during the completion of the Phase I ESA. The Phase II will include intrusive soil and groundwater sampling at locations limited to the potential areas of impact. For planning purposes, we have included up to five borings that will be advanced to 30 feet below ground surface. Further, we have assumed soil and groundwater samples will be collected and analyzed for VOC's, SVOCs, pesticides and RCRA metals.
3. Environmental Site Evaluations for Sensitive Environmental Areas
 - a. The following environmental site assessments will be initiated for the site. *These activities require determination from a third-party agency and their determination may take several months. However, it is possible that preliminary conclusions could be made before June 2023.*

- i. Wetland Delineation – SCS will perform wetland delineation services at the property in accordance with the 1987 USACE Wetland Delineation Manual and submit findings to the US Army Corps of Engineers (USACE).
 - ii. Endangered Flora and Fauna – SCS will perform a Threatened and Endangered Species (T&E) survey using the Story County T&E list generated by the State of Iowa.
 - iii. Archeological Assessment – SCS does not anticipate that an arch will be needed for the site given its past industrial use. Should an archeological assessment be required, SCS will negotiate these additional services with the County.
 - iv. State Historic Preservation Office (SHPO) – SCS will contact the SHPO for a site specific determination.
- 4. Siting Criteria Evaluation – The following are activities associated with a review of siting criteria that are regulatory driven and influenced by intended site use.
 - a. Regulatory Siting Criteria – These criteria are listed in state code for sites to be used as debris management sites.
 - i. ¼ Mile from inhabited property if open burning is planned
 - ii. Not located in 100-year floodplain
 - iii. More than 500 feet from sensitive population
 - b. Site Utilization Siting Criteria – While these criteria are not identified in regulation, they may influence how the site can support the intended uses.
 - i. Site access and adequate vehicle queueing distance
 - ii. Utility access
 - iii. Site stormwater drainage
 - iv. Groundwater elevations
 - v. Ability to control site access
 - vi. Evaluation of amount of debris that can be managed/stockpiled
 - c. DNR Field Office #5 Site Visit – SCS Recommends that County and SCS staff visit the property to assess site characteristics that may make the property a desirable or non-desirable site for debris management. This would be an informal assessment since the DNR is unable to pre-approve such sites. However, the process may help identify site characteristics that would preclude it from being used for its intended uses or, conversely, that represent desirable features.
- 5. Story County Conditional Use Permit Information – These activities assist in providing information for the County to complete the required Conditional Use Permit.
 - a. Site Development Plan Map and Intended Use Narrative
 - b. Traffic Patterns
 - c. Staff Parking and Debris Loading Areas
 - d. Proposed Signage and Lighting
 - e. Environmental Protection to Safeguard Environment and Visual Resources
 - f. Preliminary Site Use Map
- 6. Summary Report of Findings– SCS will provide the County a draft report that summarizes the findings of activities performed in Phase One. SCS will then provide a final summary report within two business days of receiving comments from the County.

2.2.2 Phase Two – Develop Debris Management Plan for the Site

Phase Two develops the debris management plan for the site.

SCS is proposing the activities in Phase Two be finalized and performed after the County elects to acquire the property for the intended use. These activities prepare the site to serve as a debris

management location and are not needed unless the County elects to purchase the property. Furthermore, the activities and results in Phase One will help direct the activities in Phase Two. Therefore, SCS recommends that the scope and cost estimates for Phase Two activities be developed at the conclusion of Phase One.

The following is a list of activities that would be performed as part of Phase Two:

1. Baseline Conditions Evaluation
 - a. Hydrologic
 - b. Soils
 - c. Water
 - d. Air quality
 - e. Topography
2. Site Use Plan
 - a. Suggested site layout for efficient and flexible operations of the site that identifies the following:
 - i. Recommended site configuration for intended site use and operations including, but not limited to:
 1. Operational areas
 2. Site lighting and signage
 - ii. Recommended site improvements to allow for efficient operations, and reduce and mitigate impacts on neighboring properties.
 1. Berms and perimeter barriers and screening
 2. Locations for burning and other debris reduction work
 3. Fill and grading plans (includes estimated gravel needs)
 4. Monitoring platforms and locations
 5. Containment and secondary containment improvements, structures, and mechanisms for proper collection, storage, and management of anticipated debris streams
 6. Location and size of different debris piles that allow adequate separation for safety and access, including segregation of materials within one debris stream (e.g., layout and spacing of different types of household hazardous wastes)
 7. Traffic circulation plans
 8. Dust control plans

2.3 PROJECT SCHEDULE

The following table illustrates a proposed timeline for Phase One tasks. Phase One activities focus on providing information to the County to assist them in determining if they should acquire the property to be used as a disaster debris management site. We understand this is the critical piece with the outstanding purchase agreement. The scope, schedule, and cost estimates for Phase Two would be informed by the results of activities completed in Phase One. Phase Two activities and costs would then be negotiated with the County.

Table 1. Phase One Activities Schedule

Activity	Weeks				
	Apr 25-28	May 1-5	May 8-12	May 15-19	May 22
Phase I ESA					
Phase II ESA (if necessary)					
Environmental Site Evaluations for Sensitive Environmental Areas					
Siting Criteria Evaluation					
Story County Conditional Use Permit Information					
Summary Report of Findings					

3.0 PROPOSED FEE SCHEDULE

The table below shows the proposed costs for the proposed Phase One project activities to be completed on a lump sum basis. Phase Two project activities and cost estimates would be developed based on the results of the activities completed in Phase One. Our current 2023 Fee schedule is attached, as requested.

Table 2. Cost Estimate for Phase One Activities

Activity	Estimated Costs
1. Phase I ESA	\$4,500
2. Phase II ESA (if necessary)	\$16,500 ⁽¹⁾
3. Environmental Site Evaluations for Sensitive Environmental Areas ⁽²⁾	\$8,500
4. Siting Criteria Evaluation	\$4,500
5. Story County Conditional Use Permit Information	\$3,500
6. Summary Report of Findings	\$3,500
TOTAL	\$41,000

(1) As detailed in Section 2.2.1 (2.), should a Phase II ESA be deemed necessary, we have included up to five borings that will be advanced to 30 feet below ground surface. Further, we have assumed soil and groundwater samples will be collected and analyzed for VOC's, SVOCs, pesticides and RCRA metals.

- (2) SCS does not anticipate an archeological assessment will be needed; however, if required, SCS will negotiate scope and fee at that time.

4.0 REFERENCES

We have included three references from similar work as discussed throughout.

Joe Farris, Mahaska County Solid Waste Manager

Mahaska County Landfill

2979 US-63

Oskaloosa, IA 52577

Office: (641) 673-9266

Email: joe.mcsww@outlook.com

Similar type work:

- Compliance with federal, state, and local code
- Facility infrastructure and layout planning
- Soil borings, well installations, and groundwater sampling as part of routine compliance
- Communication with Mahaska County Solid Waste Management Commission board
- Public entity

Mr. Nick Wylie, Chief Operating Officer

J. Pettiecord, Inc.

1200 Prairie Dr, SW

Bondurant, IA 50035

Office: (515) 263-8900

Cell: (515) 577-2011

Email: nick@jpettiecord.com

Similar type work:

- Regulatory siting criteria evaluation
- Site condition evaluations
- Design stormwater controls
- Compliance with federal, state, and local code
- Facility layout planning and site map

Mr. Danny Sheaffer

Solid Waste Director

Osceola County Solid Waste Department

750 S. Bass Road

Kissimmee, FL 34746

Office: (407) 742-7752

E-mail: Danny.Sheaffer@osceola.org

Similar type work:

- Disaster debris management plan original and update
- Includes incorporating after-action review after major storm events (hurricanes)
- Includes review of FEMA publications, Osceola County Disaster Debris Management Plan, and related County Agreements
- Coordination with multiple Osceola County Departments for needed information such as GIS layers, organizational charts, ordinances related to disaster debris, purchasing policy, Health and Safety information, and the Osceola County Continuity of Operation Plan
- Public entity

2023 STANDARD FEE SCHEDULE

Labor Category	Rate
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director	\$200
Project Advisor.....	\$185
Senior Project Manager.....	\$175
Project Manager.....	\$160
Senior Project Professional.....	\$145
Project Professional	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate	\$95
Senior Technician.....	\$90
Technician	\$75
Project Administrator	\$95
Administrative Assistant	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Support Services

Specialty Software.....	\$20.00 per hour
24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer.....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Direct Push Geoprobe®	\$750.00 per day
Track-mounted Direct Push/Drilling Geoprobe®	\$1,250.00 per day
All Terrain Vehicle (UTV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$35.00 per day
Oil/Water Interface Probe	\$65.00 per day
pH/Temperature/Conductivity Meter (for water)	\$25.00 per day
Peristaltic/Low-Flow Pump	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter	\$35.00 per day
Composite Sampler	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%



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

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: April 18, 2023
Re: Consideration of Appropriation of Additional American Rescue Plan Act Funds for the Hickory Grove Wastewater System Replacement.

The Story County Conservation Board requests additional funds for the Hickory Grove Park Wastewater Replacement Project (Project). The current amount of American Rescue Plan Act (ARPA) funding designated for the Project is \$535,000 and was based on a quote from Iowa Regional Utility Association (IRUA) who had agreed to construct, own and maintain the facilities. IRUA is no longer willing to do so. Therefore, we contracted with an engineering firm to coordinate permitting and design. A Preliminary Engineering Report, which included a cost opinion, was completed. The preliminary cost opinion is \$886,200.

I am requesting additional ARPA funds to completely fund the Project, bringing the total amount designated for the Project to \$900,000. This will fund the estimated project cost as well as the Preliminary Engineering Report which cost \$15,000. The preliminary cost opinion is subject to change as the Project progresses through permitting and design.

The Story County Conservation Board urges your approval.

Approval

Disapproval

4.18.23
Date

Date

CAPITAL IMPROVEMENTS PLAN



STORY COUNTY, IOWA

APPROVED **DENIED**
Board Member Initials: RF
Meeting Date: 4-18-23
Follow-up action: w/changes as discussed

ADOPTED
APRIL 2023

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

www.storycountyiowa.gov

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

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

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CAPITAL IMPROVEMENTS PLAN

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Executive Summary

The Story County Capital Improvements Plan (CIP) is a multi-year guide to the construction and/or improvement of county facilities and the acquisition of equipment. Through the process of preparing and updating this CIP, the County meets the need for orderly maintenance of the County’s physical assets.

It is a planning tool and structured to illustrate Story County’s long-range capital needs and to be used as an implementation tool for the acquisition, development, construction, maintenance, and renovation of public facilities, infrastructure, and capital equipment.

Types of Projects and Requests

The CIP organizes projects according to the following categories:

Equipment, including the proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.

Projects such as new building(s), land acquisition, remodels, and related items costing over \$25,000 are included and identified in one the following three categories:

- New Project/Construction
- Modification of Existing Project (includes project extension)
- Building Maintenance

The CIP adopts the 5-Year Story County Secondary Road Construction Program, updated and adopted annually, by reference.

Projects are listed in order of the potential year in which the project may be undertaken. However, as this is a dynamic document, project schedules may change. Projects can be moved up or down on the timeline, due to many factors such as budget, staffing, and priorities.

Estimated amounts and potential funding sources are listed only as guidance in this document. Elected Officials, Department Heads, and the Board of Supervisors identify the projects and funding mechanisms through the annual budget process.



CAPITAL IMPROVEMENTS PLAN

Process

The Planning Process

Story County reviews the CIP each year as part of the budget process. The review starts with Elected Officials and Department Heads submitting items to be included in the CIP, and as the Board of Supervisors meets with them to discuss budget requests, projects are discussed and included in the CIP. The CIP is not meant to be a static document - it is intended to help the Board of Supervisors in budgeting discussions and prioritization. It is a guiding document.

The following project timeframes are identified in this current CIP:

Current Projects	Those in the current FY cycle (FY23)
Year 1	FY 23: July 2023 – June 2024
Year 2	FY 24: July 2024 – June 2025
Year 3	FY 25: July 2025 – June 2026
Year 4	FY 26: July 2026 – June 2027
Year 5	FY 27: July 2027 – June 2028

Projects are listed in order of the potential year in which the project may be undertaken. However, as this is a dynamic document, project schedules may change. Projects can be moved up or down on the timeline, due to many factors such as budget, staffing, and priorities. Estimated amounts and potential funding sources are listed only as guidance in this document. Elected Officials, Department Heads, and the Board of Supervisors identify the projects and funding mechanisms through the annual budget process.

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CAPITAL IMPROVEMENTS PLAN

Executive Summary 1
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Current Year Projects Fiscal Year 2023

Office/Department	Auditor
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Project Name	Election Equipment Purchase
Type of Project	New Project/Construction
Potential Funding Source(s)	Supplemental Fund
Estimated Budget Amount	\$428,649

Office/Department	Conservation
-------------------	--------------

Project Name	Hickory Grove Sewer (Design)
Type of Project	Modification of Existing Project
Potential Funding Source(s)	American Rescue Plan Act (ARPA)
Estimated Budget Amount	\$50,000

Project Name	U.S.A.C.E. Land Acquisition (Phase 2 - Land Survey and Associated Expenses)
Type of Project	New Project or Construction (Continuation)
Potential Funding Source(s)	General Fund
Estimated Budget Amount	\$46,000

Project Name	McFarland Park—Lake Restoration (Construction)
Type of Project	Modification of Existing Project
Potential Funding Source(s)	General Fund, Conservation Reserve, IDALS
Estimated Budget Amount	\$1,200,000

Project Name	Skunk Rivers Flat Addition
Type of Project	New Project or Construction
Potential Funding Source(s)	General Fund (Energy Transfer Fund)
Estimated Budget Amount	\$25,000

Project Name	Skunk River Greenbelt Acquisition—South (Phase 1)
Type of Project	Modification of Existing Project
Potential Funding Source(s)	Conservation Trust Fund
Estimated Budget Amount	\$343,000

Project Name	Osheim Purchase
Type of Project	New Project or Construction
Potential Funding Source(s)	Conservation Trust Fund
Estimated Budget Amount	\$137,000 (from FY2019 through FY2026, \$17,125 annually)

FY 2023 Total—\$8,060,851.99
Auditor—\$428,649
Conservation—\$1,871,125
Facilities Management—\$2,518,404
Information Technology—\$90,000
Planning and Development—\$250,000
Secondary Roads—\$490,000
Sheriff—\$2,412,673.99



CAPITAL IMPROVEMENTS PLAN

Executive
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Current Year Projects Fiscal Year 2023

Office/Department Conservation...continued

Project Name	Conservation Center Expansion Planning
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$50,000

Project Name	Sopers Mill Access Improvements
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund (Energy Transfer Fund), Grants
<i>Estimated Budget Amount</i>	\$100,000

Project Name	Hickory Grove Park Planning
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$40,000

Office/Department Facilities Management

Project Name	Administration Building Generator Capacity Increase
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$686,968

Project Name	Re-Coating Jail Shower Areas, Walls and Floors
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$53,000

Project Name	HSC HVAC Equipment Replacement
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$225,000

FY 2023 Total—\$8,060,851.99
Auditor—\$428,649
Conservation—\$1,871,125
Facilities Management—\$2,518,404
Information Technology—\$90,000
Planning and Development—\$250,000
Secondary Roads—\$490,000
Sheriff—\$2,412,673.99



CAPITAL IMPROVEMENTS PLAN

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Current Year Projects Fiscal Year 2023

Office/Department	Facilities Management...continued
Project Name	Design Related to County-wide Space Needs Assessment
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$200,000
Project Name	Justice Center HVAC Replacement - Phase 3
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$670,936
Project Name	Permanent Front Counter Barriers (Administration Building, Animal Control, Engineer)
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$152,500
Project Name	Justice Center Outbuilding Storage, Sheriff Climate Controlled Storage Construction
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)/Capital Projects Fund
<i>Estimated Budget Amount</i>	\$530,000

Office/Department	Information Technology
Project Name	Replace VoIP Phone in all County Buildings
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$90,000

FY 2023 Total—\$8,060,851.99
Auditor—\$428,649
Conservation—\$1,871,125
Facilities Management—\$2,518,404
Information Technology—\$90,000
Planning and Development—\$250,000
Secondary Roads—\$490,000
Sheriff—\$2,412,673.99



CAPITAL IMPROVEMENTS PLAN

Current Year Projects Fiscal Year 2023

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Office/Department Planning and Development

Project Name	Temporary Disaster Debris Site - Land Procurement and Site Plan
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$250,000

Office/Department Secondary Roads

Project Name	Tandem Axle Dump Truck
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	Secondary Roads Fund
<i>Estimated Budget Amount</i>	\$240,000

Office/Department Motor Grader Lease

Project Name	Motor Grader Lease
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	Rural Fund
<i>Estimated Budget Amount</i>	\$250,000

Office/Department Sheriff's Office

Project Name	Range Grounds Improvements
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$90,000

Office/Department Sheriff, Facilities, Conservation, Secondary Roads, Board of Supervisors

Project Name	Countywide Interoperable Communications
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund (bonded)
<i>Estimated Budget Amount</i>	\$2,322,673.99

FY 2023 Total—\$8,060,851.99
Auditor—\$428.649
Conservation—\$1,871,125
Facilities Management—\$2,518,404
Information Technology—\$90,000
Planning and Development—\$250,000
Secondary Roads—\$490,000
Sheriff—\$2,412,673.99



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Year 1 Projects Fiscal Year 2024

Office/Department	Auditor's Office
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Project Name	Election Equipment Purchase
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	Supplemental Fund
<i>Estimated Budget Amount</i>	\$50,000

Office/Department	Conservation
-------------------	--------------

Project Name	Hickory Grove Sewer (Construction)
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$886,200

Project Name	Dakins Lake Cabin
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	Conservation Reserve, Conservation Trust Fund
<i>Estimated Budget Amount</i>	\$300,000

Project Name	Hanums Mill Lowhead Dam Restoration
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund, IDNR, Grants, Conservation Trust Fund
<i>Estimated Budget Amount</i>	\$613,000

Project Name	Shelter/Gathering Area at West Peterson Park
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$108,000

Project Name	Osheim Purchase
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	Conservation Trust Fund
<i>Estimated Budget Amount</i>	\$137,000 (from FY2019 through FY2026, \$17,125 annually)

FY 2024 Total—\$11,239,425
Auditor—\$50,000
Conservation—\$3,553,325
Facilities Management—\$1,159,000
Information Technology—\$401,000
Secondary Roads—\$4,901,100
Sheriff—\$1,175,000

CAPITAL IMPROVEMENTS PLAN



Year 1 Projects Fiscal Year 2024

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Office/Department	Conservation...continued
Project Name	Skunk Rivers Flat Addition
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$25,000
Project Name	Deppe Conservation Area
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund, Grant Funds
<i>Estimated Budget Amount</i>	\$100,000
Project Name	Heart of Iowa Nature Trail Improvements Phase 3A
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund (Energy Transfer Fund), Grants
<i>Estimated Budget Amount</i>	\$814,000
Project Name	Heart of Iowa Nature Trail Improvements Phase 3B
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund (Energy Transfer Fund), Grants
<i>Estimated Budget Amount</i>	\$525,000
Project Name	Story County Trails and Greenway Plan Update
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$40,000
Project Name	Hickory Grove Park Campground Electrical Update
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$65,000
Project Name	Hickory Grove Park Security Fence
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$60,000

FY 2024 Total—\$11,239,425
Auditor—\$50,000
Conservation—\$3,553,325
Facilities Management—\$1,159,000
Information Technology—\$401,000
Secondary Roads—\$4,901,100
Sheriff—\$1,175,000



CAPITAL IMPROVEMENTS PLAN

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Year 1 Projects **Fiscal Year 2024**

Office/Department	Facilities Management
<i>Project Name</i>	Justice Center County Attorney Remodel/ Fire Alarm Replacement
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	Capital Projects Fund, Fines Recovery
<i>Estimated Budget Amount</i>	\$930,000
<i>Project Name</i>	Justice Center Outbuilding Storage, Sheriff Climate Controlled Storage Construction
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	Capital Projects Fund
<i>Estimated Budget Amount</i>	\$90,000
<i>Project Name</i>	Courtyard Safety Renovation
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$40,000
<i>Project Name</i>	Roof Replacement Calhoun Group Home
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$33,000
<i>Project Name</i>	Roof Replacement Hazel Group Home
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$33,000
<i>Project Name</i>	Roof Replacement Duluth Group Home
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$33,000
<i>Project Name</i>	HSC HVAC Equipment Replacement
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$TBD

FY 2024 Total—\$11,239,425
Auditor—\$50,000
Conservation—\$3,553,325
Facilities Management—\$1,159,000
Information Technology—\$401,000
Secondary Roads—\$4,901,100
Sheriff—\$1,175,000



CAPITAL IMPROVEMENTS PLAN

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Year 1 Projects Fiscal Year 2024

Office/Department Information Technology

Project Name	NetApp Storage Device
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$95,000

Project Name	Nexus Switch Replacement
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$93,000

Project Name	HRIS Software
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$213,000

Office/Department Sheriff's Office

Project Name	Mobile Computers with Accessories (includes installation)
<i>Type of Project</i>	Equipment/Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$175,000

Project Name	Range House Construction
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	Capital Projects Fund
<i>Estimated Budget Amount</i>	\$1,000,000

FY 2024 Total—\$11,239,425
Auditor—\$50,000
Conservation—\$3,553,325
Facilities Management—\$1,159,000
Information Technology—\$401,000
Secondary Roads—\$4,901,100
Sheriff—\$1,175,000



CAPITAL IMPROVEMENTS PLAN

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Year 1 Projects Fiscal Year 2024

Office/Department Secondary Roads

Project Name	Semi and Belly Dump Trailer
Type of Project	Equipment
Potential Funding Source(s)	LOST
Estimated Budget Amount	\$250,000

Project Name	Motor Grader Purchase
Type of Project	Equipment
Potential Funding Source(s)	Secondary Roads Fund
Estimated Budget Amount	\$4,071,100

Project Name	Tandem Axle Dump Truck
Type of Project	Equipment
Potential Funding Source(s)	Secondary Roads Fund
Estimated Budget Amount	\$290,000

Project Name	Tandem Axle Dump Truck
Type of Project	Equipment
Potential Funding Source(s)	Secondary Roads Fund
Estimated Budget Amount	\$290,000

FY 2024 Total—\$11,239,425
Auditor—\$50,000
Conservation—\$3,553,325
Facilities Management—\$1,159,000
Information Technology—\$401,000
Secondary Roads—\$4,901,100
Sheriff—\$1,175,000

CAPITAL IMPROVEMENTS PLAN



Year 2 Projects Fiscal Year 2025

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Office/Department	Conservation
Project Name	Hickory Grove Park Campground Design
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund, Conservation Reserve
<i>Estimated Budget Amount</i>	\$80,000
Project Name	Hickory Grove Cabin
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, TBD
<i>Estimated Budget Amount</i>	\$550,000
Project Name	Skunk River Greenbelt Acquisition South - Phase 2 (Near Jordan Family Wildlife Area)
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grant, TBD
<i>Estimated Budget Amount</i>	\$175,000
Project Name	Oriole Ridge Lodge Restroom
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Conservation Reserve
<i>Estimated Budget Amount</i>	\$80,000
Project Name	Hickory Grove Primitive Campground Restroom
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Conservation Reserve
<i>Estimated Budget Amount</i>	\$80,000
Project Name	TELC Improvements—Parking Lot, Restroom, Storage Shed
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	Grants, TIF
<i>Estimated Budget Amount</i>	\$1,000,000

FY 2025 Total—\$8,327,225
Conservation—\$7,696,125
Facilities Management—\$206,100
Information Technology—\$125,000
Sheriff—\$300,000



CAPITAL IMPROVEMENTS PLAN

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Year 2 Projects Fiscal Year 2025

Office/Department	Conservation...continued
Project Name	Hickory Grove Park - Road Resurfacing
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$340,000
Project Name	Oxbow Restoration (Wicks Wildlife Area)
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	Grants
<i>Estimated Budget Amount</i>	\$98,000
Project Name	McFarland Park Maintenance Facility
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$350,000
Project Name	Hickory Grove Park Trail Improvements
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grants
<i>Estimated Budget Amount</i>	\$750,000
Project Name	Deppe Conservation Area
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	Grants
<i>Estimated Budget Amount</i>	\$500,000
Project Name	Heart of Iowa Nature Trail Improvements Phases 4 and 6
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA), Grants
<i>Estimated Budget Amount</i>	\$3,476,000
Project Name	Osheim Purchase
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	Conservation Trust Fund
<i>Estimated Budget Amount</i>	\$137,000 (from FY2019 through FY2026, \$17,125 annually)

FY 2025 Total—\$8,327,225
Conservation—\$7,696,125
Facilities Management—\$206,100
Information Technology—\$125,000
Sheriff—\$300,000

CAPITAL IMPROVEMENTS PLAN



Year 2 Projects Fiscal Year 2025

Executive
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FY 2025 Total—\$8,327,225

Conservation—\$7,696,125

Facilities Management—\$206,100

Information Technology—\$125,000

Sheriff—\$300,000

Office/Department	Conservation...continued
Project Name	Conservation Center Expansion Design
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	General Fund, Grant Funds
<i>Estimated Budget Amount</i>	\$200,000
Office/Department	Facilities Management
Project Name	Justice Center Parking Lot Resurfacing
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$150,000
Project Name	HSC HVAC Equipment Replacement
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$TBD
Project Name	Annex Property Paving
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$56,100
Office/Department	Information Technology
Project Name	New Environmental Health Software
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$125,000
Project Name	Microsoft 365 Implementation
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	TBD
Office/Department	Sheriff
Project Name	Patrol and Investigations Recording Equipment - replacement of all in-car, body worn, and interview room recording equipment (including installation)
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$300,000

CAPITAL IMPROVEMENTS PLAN



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FY 2026 Total—\$4,750,125

Conservation—\$4,235,125

Facilities Management—\$515,000

Year 3 Projects Fiscal Year 2026

Office/Department	Conservation
Project Name	Oxbow Restoration (Osheim Property)
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grant, TBD
<i>Estimated Budget Amount</i>	\$118,000
Project Name	Conservation Center Expansion Construction
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grants
<i>Estimated Budget Amount</i>	\$2,000,000
Project Name	R38 Alternative Trail design
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grants
<i>Estimated Budget Amount</i>	\$100,000
Project Name	South Skunk River Water Trail Anderson Access Improvements
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Grants
<i>Estimated Budget Amount</i>	\$100,000
Project Name	Hickory Grove Park Campground Construction
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Conservation Reserve
<i>Estimated Budget Amount</i>	\$1,520,000
Project Name	Hickory Grove Park Snowbunting Lodge Replacement
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$320,000



CAPITAL IMPROVEMENTS PLAN

Year 3 Projects Fiscal Year 2026

Projects 3

Office/Department Conservation...continued

Project Name	Hickory Grove Park Bobwhite Shelter Restroom
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$60,000

Project Name	Osheim Purchase
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	Conservation Trust Fund
<i>Estimated Budget Amount</i>	\$137,000 (from FY2019 through FY2026, \$17,125 annually)

Office/Department Facilities Management

Project Name	Human Services Center - New Roof
<i>Type of Project</i>	Modification of Existing Project
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$175,000

Project Name	West Ames Storage Shed Replacement
<i>Type of Project</i>	New Project/Construction
<i>Potential Funding Source(s)</i>	General Fund, Emergency Management Fund
<i>Estimated Budget Amount</i>	\$178,000

Project Name	Jail Kitchen—Replace Floor Coating
<i>Type of Project</i>	Building Maintenance
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$66,000

Project Name	Group Home HVAC Replacement
<i>Type of Project</i>	Building Maintenance
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$96,000

Project Name	HSC HVAC Equipment Replacement
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$TBD

FY 2026 Total—\$4,750,125

Conservation—\$4,235,125

Facilities Management—\$515,000



CAPITAL IMPROVEMENTS PLAN

Executive Summary 1
Process 2

Projects 3

Year 4 Projects Fiscal Year 2027

Office/Department	Information Technology
<i>Project Name</i>	NetApp Storage Device
<i>Type of Project</i>	Equipment
<i>Potential Funding Source(s)</i>	General Fund
<i>Estimated Budget Amount</i>	\$95,000

Office/Department	Facilities Management
<i>Project Name</i>	HSC HVAC Equipment Replacement
<i>Type of Project</i>	New Project or Construction
<i>Potential Funding Source(s)</i>	American Rescue Plan Act (ARPA)
<i>Estimated Budget Amount</i>	\$TBD

FY 2027 Total—\$95,000
Information Technology—\$95,000



**CAPITAL
IMPROVEMENTS
PLAN**

Year 5 Projects
Fiscal Year 2028

**No projects identified at the time
the CIP was adopted.**

Executive
Summary 1
Process 2
Projects 3

FY 2028 Total—\$0



CAPITAL IMPROVEMENTS PLAN

Executive
Summary 1
Process 2

Projects 3

Terms and Definitions

Story County has defined key terms in order to help guide the development of this CIP.

Capital Assets

Capital assets include land, facilities, parks, playgrounds and outdoor structures, special projects from Secondary Roads, pedestrian and bicycle systems, water and sewer infrastructure, technology systems and equipment, and other items of value from which the County derives benefit for a significant number of years.

Capital Projects

Capital projects result in economic activities that lead to the acquisition, construction, or extension of the useful life of capital assets. They have a total project cost in the range of \$25,000 or more; range from construction of new buildings to renovations, additions, conversions, or demolitions of existing buildings; have a useful life of five years or longer, significantly extend the useful life of an asset, or significantly alter the nature and character of an asset (not to include annual asset maintenance costs, annual warranty costs or other ongoing costs.)

The CIP includes four different types of projects: equipment, new project/construction (and project continuation to following years), modification of existing project, and maintenance.

- ◆ **Equipment**

The proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.

Projects such as new building(s), land acquisition, remodels, and related items costing over \$25,000 are included and identified in one the following three categories:

- ◆ **New Project/Construction**
- ◆ **Modification of Existing Project (includes project extension)**
- ◆ **Building Maintenance**



CAPITAL IMPROVEMENTS PLAN

Process to Develop CIP

It is anticipated that the CIP is reviewed annually and is updated as necessary. Preparation of the CIP is an interactive process that takes approximately four to six months each cycle. The CIP is developed in a manner consistent with approved County financial policies that set guidelines for the CIP and for the funding of maintenance and replacement projects.

Elected Officials and Department Heads were asked to submit proposed projects in December 2021 in line with the initial budget preparations. County staff members reviewed proposed projects and identified those to recommend to the Board of Supervisors to include in the CIP. As budgets were prepared and submitted, additional projects were included as identified through the Board of Supervisors' worksessions in January 2023.

The CIP is not meant to be a static document - it is intended to help the Board of Supervisors in their budgeting discussions and prioritization. As a guiding document, it may be amended as warranted.

Projects 3



CAPITAL IMPROVEMENTS PLAN

Completed Projects

The following is a list of projects that have gone through the CIP process and have been completed:

Executive
Summary 1
Process 2
Projects 3

- Motor Grader Leases
- Phone System Replacement
- Dakin's Lake Expansion
- CLP Admin Building Roof Replacement
- Security Cameras for County Buildings
- Justice Center Well-Field Buy-Out
- Praeri Rail Trail Extension Planning
- Body and In-Car Camera Lease Agreement
- Election Equipment
- Keyless Entry Panels Replacement
- Animal Shelter Purchase
- Hickory Grove Campground Shower Building and Storm Shelter Construction
- Paving of Grant Avenue from 190th to Gilbert City Limits
- Paving of 600th Avenue from US Hwy 30 to Lincoln Highway
- West 190th Bridge Replacement
- 660th Avenue Bridge Replacement
- Dakins Lake—Vault Toilet
- Core Switch Replacements
- Jordan Acres Land Acquisition
- Tandem Truck Purchase
- U.S.A.C.E Land Acquisition
- Phase 1 - Tedesco Environmental Learning Corridor—Design and Mobilization
- Human Services Center Generator
- Sensitive Areas Inventory Update (Phase 1)
- Secondary Roads Building Improvements—Roland and Kelley Sheds
- Animal Shelter Improvements—Phase 1 (Architectural/Engineering Design)
- Purchase and Installation of Emergency Communications Center Furniture
- Carroll Prairie Acquisition
- Net App Replacement
- McFarland Park - Lake Restoration (Design)
- County Wide Space Needs Study
- Group Home Flooring Replacement (Duluth Site)
- Justice Center HVAC Replacement - Phase 2/Phase 3 Engineering
- Animal Shelter Paving



CAPITAL IMPROVEMENTS PLAN

Completed Projects

- Continued

Executive
Summary 1
Process 2

Projects 3

- Loader Purchase
- Animal Shelter Improvements—Phase 2 (Construction to Architectural Specifications)
- Praeri Rail Trail Extension Construction
- Hickory Grove Watershed Improvement Project (Managed by IDNR) and Trail Extension
- Heart of Iowa Nature Trail Paving Phase 1 (Construction)
- Sensitive Areas Inventory Update (Phase 2)
- Phase 2 —Tedesco Environmental Learning Corridor Construction
- Hickory Grove Beach House
- McFarland Park – Sidewalk Improvements
- Justice Center Roof Replacement Project
- e-Pollbooks
- IRVM Spray Truck
- IRVM Building Addition
- Justice Center HVAC Replacement—Phase 1
- IT Server Room Heat Pump Replacements
- Tractor with Mower
- Dump Truck Purchases (3 units)
- Animal Shelter Livestock Building
- Phase 3 —Tedesco Environmental Learning Corridor Construction
- Renewable Energy Cabin Study
- NetApp Storage Device
- U.S.A.C.E. Land Acquisition (Phase 1—Cultural Resource Assessment)
- Heart of Iowa Nature Trail Paving (in Slater)
- Dog Kennel Room Upgrade
- Heart of Iowa Nature Trail Paving Phase 2 (Construction)
- Hickory Grove Park - Road Resurfacing
- West Peterson Park Vault Toilet
- Skunk Rivers Flat Addition
- Justice Center HVAC Replacement - Phase 1
- Karpel Software
- Excavator Purchase
- Skunk River Water Trail Access Improvement (Soper's Mill)
- Skunk Rivers Flat Addition
- Dakins Lake Playground Upgrade
- Dakins Lake Primitive Campground Improvements
- Peterson Park Beach Area Improvements
- Group Home Floor Replacement (Calhoun Site)

CAPITAL IMPROVEMENTS PLAN



Latifah Faisal



Linda Murken



Lisa Heddens

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

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

Board of Supervisors Report
April 18th, 2023
Integrated Roadside Vegetation Management Department
Last Report 11/08/2022

- Winter/Spring Operations
 - FY 23 Seeding
 - 11.5 acres seeded in natives
 - 3 acres of cool season and 7 acres cover crop
 - Private Lands
 - Seeding equipment rentals – 11 rentals for 121.5 acres
 - Staff custom planted 4 areas for 33 acres
 - Fall RX Fire
 - 20 acres of prairie on private ground was burned with field staff prior to interseeding
 - No ROW burning was able to be completed due to weather
 - DD Work
 - Burned piles on New Albany # 68 tile district where contractor removed willow vats
 - Spring cleanup and reseeded of work area
 - Prepared DD brush Spray Contract for June – September. Open ditches include D.D. Milford 32, Grant 13 and Richland 81. Twenty-three letters were sent to land owners adjacent/access to open ditches.
 - Got quotes for tree removal on Lincoln # 91 and DD Contract Spray 2024
 - Maintenance and Repairs
 - IRVM used money donated by Soil and Water Conservation District to rebuild 10 ft Truax Drill
 - New planter assemblies/depth bands/scrapers/etc.
 - IRVM fleet was serviced December-March
 - Kestrel Box Program
 - Installed 7 new boxes on PRT in February
 - Spring RX Fire
 - 7 acres of ROW burned so far, focusing on R38 this year due to use by Ragbrai
 - Spring Spraying
 - Prepare spray equipment -weed season is around the corner
 - 44 guard rail/bridge approaches being sprayed by staff
 - 25 miles of shoulders
- Future Seeding
 - FY 23/24 Seeding
 - 30 open work orders
 - 6 + areas that are erosion sensitive to be re-seeded after winter snow/rain
 - 8 new culverts/1 new bridge planned this summer/fall
 - Additional regrade projects/increase in annual acres seeded
- Other
 - Staff attended Iowa Weed Commissioners' Conference-March 1-3
 - Staffing- One seasonal started April 10th, Second seasonal starts May 15th
 - IRVM Plan Update in FY 2024
 - Website Update/ Additional Roadside Program Outreach in FY 2024
 - Install NO Mow/Spray signs along IRVM plantings on R38

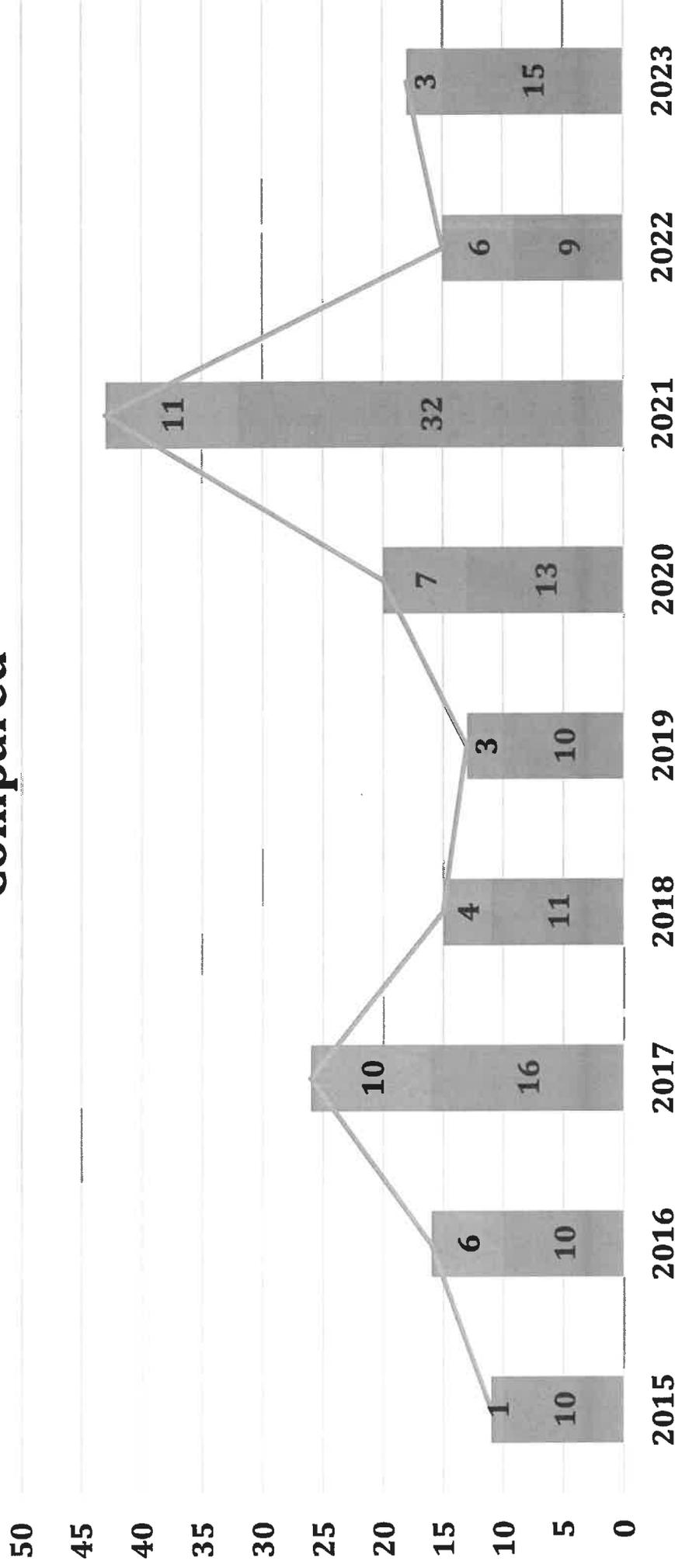


Board of Supervisors

**Planning and Development Department
Quarterly Report—First Quarter 2023**

Tuesday, April 18, 2023

First Quarter Preliminary Zoning Permits Compared

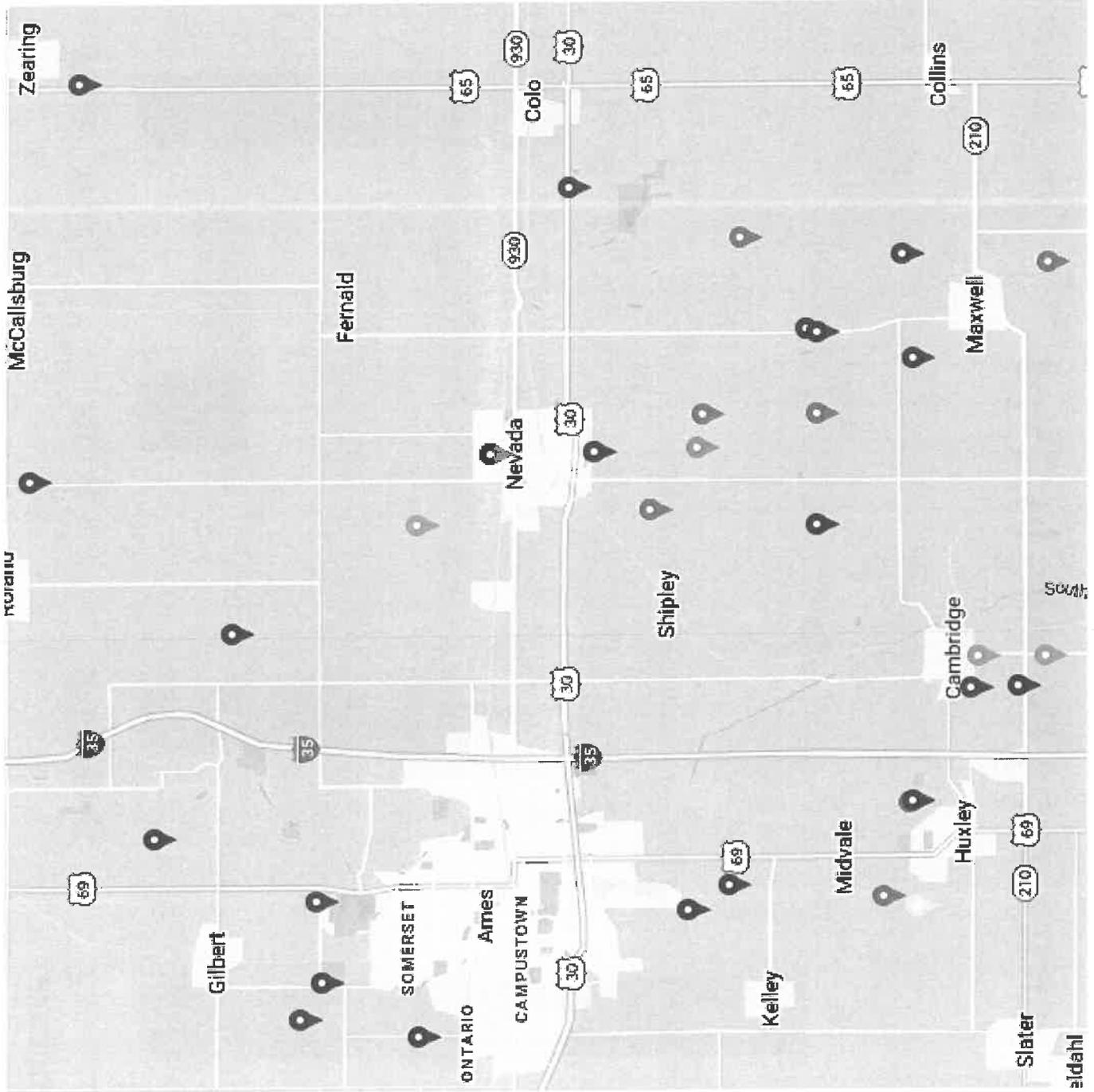


- Four of the “other” permits were garages, one was a Morten building, one was an in-ground pool, and three were dwelling additions.
- Average value of new dwellings for first quarter 2023 was \$377,361.33 – an increase from the first quarter of 2022 at \$293,127.80.

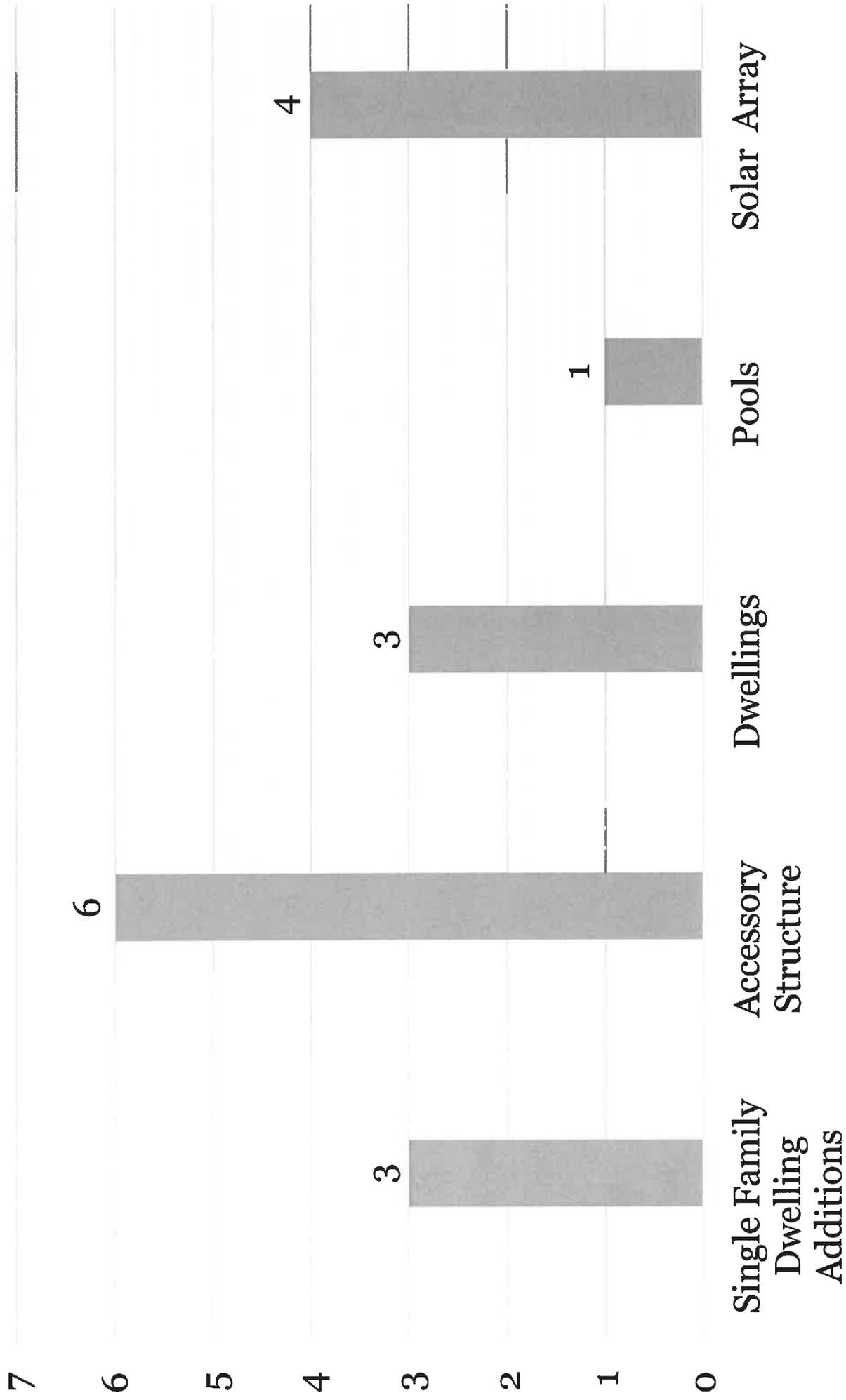
Map of First Quarter Permits Issued



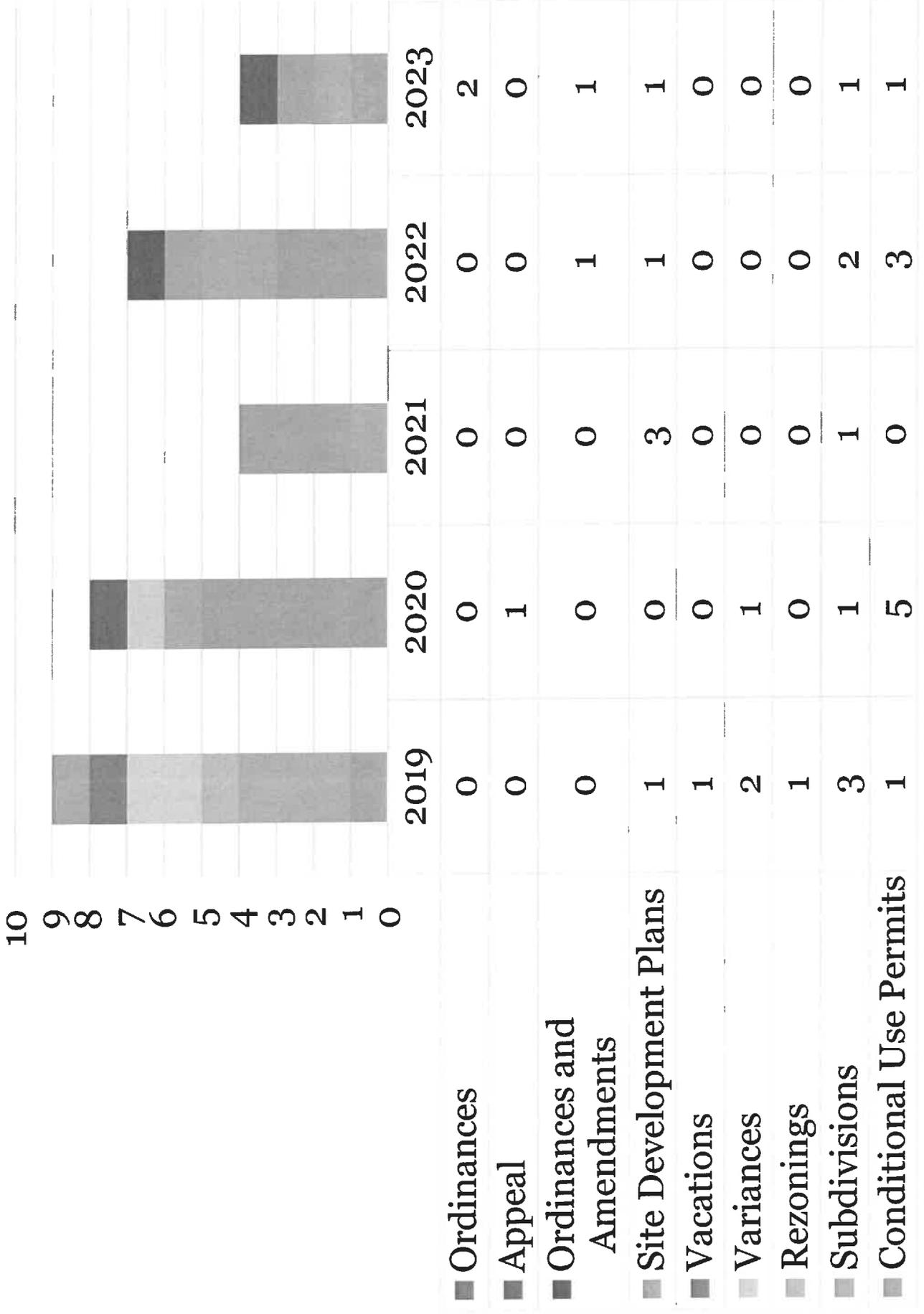
-  Floodplain Development Structural Permit
-  Conditional Use Permit Modification
-  Floodplain Development Non-Structural Permit
-  Residential
-  Demolition
-  911 Permit
-  Property Research
-  All Others



First Quarter 2023 Permits by Type



First Quarter Development Cases



Other First Quarter Activities

- Pipeline Ordinance
- Natural Resources Ordinance
- AUFPP
- Two ADU applications so far
- Annexation process flow chart

Other Activities Compared	2019	2020	2021	2022	2023
Conceptual Review	2	3	2	5	2
Property Research	6	6	6	6	5
Floodplain Permits	1	0	1	11	2
Insignificant CUP					
Modifications	4	0	0	4	2
TOTAL	13	9	9	26	11

Story County FY23 Quarterly Report
March 31, 2023
75% of Year

Expenditures:	Original	Jan-Feb-Mar		YTD	Percent	Amount
	Annual Budget	Amended	Total	Total	of Budget	Remaining
Board of Supervisors	\$1,186,134.00		\$297,940.78	\$846,369.71	71.52%	\$337,764.29
Auditor	\$1,315,934.00	\$1,349,059.00	\$283,732.90	\$989,808.79	73.37%	\$359,250.21
Treasurer	\$1,060,930.00	\$1,080,930.00	\$279,932.53	\$821,574.80	76.01%	\$259,355.20
County Attorney	\$3,264,315.00	\$3,421,815.00	\$876,552.25	\$2,515,160.31	73.50%	\$906,654.69
Sheriff	\$11,426,190.00		\$2,801,397.92	\$8,189,837.82	71.68%	\$3,236,352.18
Recorder	\$477,345.00		\$121,454.25	\$349,238.76	73.16%	\$128,106.24
Animal Control	\$606,785.00	\$670,285.00	\$155,124.72	\$504,305.34	75.24%	\$165,979.66
General Betterment (40% L.O.S.T.)	\$1,351,009.00	\$1,429,779.00	\$574,049.71	\$830,775.69	58.11%	\$599,003.31
Engineer	\$8,586,095.00	\$9,907,389.00	\$1,490,207.25	\$5,880,269.21	59.35%	\$4,027,119.79
Veteran Affairs	\$136,469.00		\$38,104.10	\$106,345.75	77.93%	\$30,123.25
Conservation Board	\$5,715,382.00	\$5,972,637.00	\$908,243.65	\$2,444,118.03	40.92%	\$3,528,518.97
Environmental Health	\$370,530.00	\$520,530.00	\$93,084.51	\$244,986.01	47.06%	\$275,563.99
IRVM	\$368,020.00	\$435,220.00	\$55,451.38	\$366,985.18	84.32%	\$68,234.82
General Assistance	\$434,330.00	\$468,830.00	\$117,717.92	\$331,784.78	70.77%	\$137,045.22
Community Life	\$82,065.00		\$11,136.64	\$45,733.39	55.73%	\$36,331.61
Human Services Center	\$700,190.00	\$735,490.00	\$193,966.31	\$543,222.77	73.86%	\$192,267.23
Facilities Management	\$1,585,813.00	\$898,845.00	\$238,330.11	\$650,086.48	72.32%	\$248,758.52
Information Technology	\$1,406,125.00	\$1,431,325.00	\$401,800.04	\$968,021.51	67.63%	\$463,303.49
Planning & Development	\$364,140.00	\$411,140.00	\$107,565.20	\$307,002.49	74.67%	\$104,137.51
Justice Center Facilities	\$982,240.00	\$993,240.00	\$216,562.05	\$631,959.91	63.63%	\$361,280.09
DHS	\$65,200.00		\$10,495.15	\$34,993.90	53.67%	\$30,206.10
MHDS	\$451,890.00		\$454.70	\$13,478.89	2.98%	\$438,411.11
Juvenile Court Services	\$140,050.00		\$9,576.48	\$72,941.44	52.08%	\$67,108.56
Countywide Services	\$20,589,012.00	\$27,751,138.00	\$2,718,620.17	\$7,946,912.90	33.16%	\$19,804,225.10
Total Expenditures:	\$62,666,193.00	\$71,442,995.00	\$12,001,500.72	\$35,637,893.86	52.67%	\$35,805,101.14

Fund Balance Status:	Restricted-Story Corr		% of exp	
	Committed	Assigned	YTD	
General Basic Fund	\$677,327.00	\$2,105,265.00	63.39%	
Gen Sub Fund ARPA			13.88%	
Gen Sub Fund MHDS	\$5,620.81		2.98%	
General Supplemental Fund	\$3,033,808.78	\$383,411.00	74.11%	
Rural Services Fund	\$3,614,846.53		63.25%	
TIF Fund	\$949,139.84		3.05%	
Secondary Roads Fund	\$7,982,208.87		57.80%	

Story County FY23 Quarterly Report
March 31, 2023
75% of Year

Departmental Revenues:	Annual Budget	Amended	YTD Total	Percent of Budget	Amount Remaining
Auditor	\$33,800.00	\$37,925.00	\$28,350.17	74.75%	\$9,574.83
Treasurer	\$942,255.00		\$1,366,236.24	145.00%	-\$423,981.24
County Attorney	\$431,000.00		\$270,626.05	62.79%	\$160,373.95
Sheriff	\$1,144,218.00		\$872,334.70	76.24%	\$271,883.30
Recorder	\$619,440.00		\$383,262.07	61.87%	\$236,177.93
Animal Control	\$46,900.00		\$52,818.42	112.62%	-\$5,918.42
Engineer	\$8,292,607.00		\$5,614,551.75	67.71%	\$2,678,055.25
Veteran Affairs	\$10,150.00		\$10,158.00	100.08%	-\$10,158.00
Conservation Board	\$1,211,930.00	\$1,326,540.00	\$310,545.26	23.41%	\$1,015,994.74
Environmental Health	\$81,700.00	\$231,700.00	\$34,263.18	14.79%	\$197,436.82
IRVM	\$33,480.00	\$43,480.00	\$33,561.23	77.19%	\$9,918.77
General Assistance	\$1,900.00		\$2,461.56	129.56%	-\$561.56
Group Homes	\$213,636.00		\$168,360.50	78.81%	\$45,275.50
Human Services Center	\$0.00		\$2,250.00		-\$2,250.00
Facilities Management	\$527,236.00	\$4,300.00	\$4,069.78	94.65%	\$230.22
Information Technology	\$9,600.00		\$8,700.00	90.63%	\$900.00
Planning & Development	\$45,605.00		\$28,002.24	61.40%	\$17,602.76
Justice Center Facilities	\$3,000.00		\$1,488.25	49.61%	\$1,511.75
DHS	\$190,000.00		\$169,983.83	89.47%	\$20,016.17
MHDS Services	\$443,810.00		\$2,699.70	0.61%	\$441,110.30
Countwide Services	\$42,774,244.00	\$42,824,244.00	\$40,692,738.41	95.02%	\$2,131,505.59
Total Revenues:	\$57,056,511.00	\$56,862,310.00	\$50,057,461.34	88.03%	