



#### **IV. Finance**

- |  |                       |        |
|--|-----------------------|--------|
| a. February 2025 Financial Reports       | <i>David Morrison</i> | Action |
| b. HOME Loan forgiveness - Thornbury Way | <i>Nick Michaud</i>   | Action |

#### **V. Housing**

- |  |                      |        |
|--|----------------------|--------|
| a. Emergency and Innovative Housing Fund Awards            | <i>Terri Rosonke</i> | Action |
| i. Sioux City Homeless Court Program                       |                      |        |
| ii. Innovation in Homelessness Incubator Pitch Competition |                      |        |
| b. New Draft 4% Qualified Action Plan (QAP) Informational  | <i>Brian Sweeney</i> |        |

#### **VI. Legal/Policy**

*Tyler Barnard*

- |   |        |
|---|--------|
| a. Approve Change of Project Scope to United Way of East Central Iowa's Human Services Campus             | Action |
| b. File Notice of Intended Action to Rescind 265 IAC Chapter 7 and Adopt a New Chapter in Lieu Thereof    | Action |
| c. File Notice of Intended Action to Rescind 265 IAC Chapter 15 and Adopt a New Chapter in Lieu Thereof   | Action |
| d. File Notice of Intended action to Rescind 265 IAC Chapter 42 and Adopt a A New Chapter in Lieu Thereof | Action |
| e. File Notice of Intended Action to Rescind 265 IAC Chapter 41 and Adopt a New Chapter in Lieu Thereof   | Action |
| f. Approval to Rescind and Replace 265 IAC Chapter 16 and Adopt a new New Chapter in Lieu Thereof         | Action |

#### **VII. Director's Office**

- |   |                    |
|---|--------------------|
| a. Recognition of Cindy Harris receiving the Smith's Affordable Housing Finance Lifetime Achievement Award. | <i>Molly Lopez</i> |
| b. Recognition of Dillon Malone's interview with HousingWire highlighting Iowa Title Guaranty.              |                    |

#### **VIII. Other Business**

*Jennifer Cooper*

- |  |
|--|
| a. Recognition of board members whose terms are ending in April          |
| b. Recognition of newly appointed board members                          |
| c. Upcoming Board Meeting – <i>Wednesday, May 7, 2025, at 11:00 a.m.</i> |

**IX. Public Comment Period**

*Jennifer Cooper*

A public comment period for the full meeting will be held at this time to accommodate visitors. This period is limited to 5 minutes per person.

**X. Adjournment**

*Jennifer Cooper*

# Iowa Finance Authority

## Board of Directors

### **Voting Members:**

**Jennifer Cooper** – *Chair*  
**Tracey Ball** – *Vice Chair*  
**Gilbert Thomas** – *Treasurer*  
**Nicolas AbouAssaly**  
**Ashley Aust**  
**John Eisenman**  
**Gretchen McLain**  
**Michel Nelson**  
**Michael Van Milligen**  
**Nate Weaton**

### **Ex-Officios:**

**Ed Failor**  
**Representative Shannon Latham**  
**Representative Lindsay James**  
**Senator Thomas Townsend**  
**Senator Scott Webster**

### **Please Note:**

The meeting will convene no earlier than stated above, but may begin later, depending upon length of earlier meetings. Some members of the board may participate electronically. Agenda items may be considered out of order at the discretion of the Chair. If you require accommodation to participate in this public meeting, call (515) 452-0449 to make your request. Please notify us as long as possible in advance of meeting.

This meeting will be accessible to members of the public in person at 1963 Bell Avenue, Suite 200, Des Moines, and virtually via the link found on the first page of the agenda.

## IOWA FINANCE AUTHORITY BOARD MEETING MINUTES

March 5, 2025

Helmick Conference Room  
1963 Bell Avenue, Des Moines, Iowa

### BOARD MEMBERS PRESENT

Nick AbouAssaly, *Member*  
Ashley Aust, *Member*  
Tracey Ball, *Vice Chair*  
Jennifer Cooper, *Chair*  
John Eisenman, *Member*  
Gretchen McLain, *Voting Ex-Officio*  
Gilbert Thomas, *Treasurer*  
Michael Van Milligen, *Member*

### BOARD MEMBERS ABSENT

Ed Failor, *Ex-Officio*  
Representative Daniel Gehlbach, *Ex-Officio*  
Representative Lindsay James, *Ex-Officio*  
Michael Nelson, *Member*  
Senator Zach Wahls, *Ex-Officio*  
Nate Weaton, *Member*  
Senator Scott Webster, *Ex-Officio*

### STAFF MEMBERS PRESENT

Sonya Bacon	Alyson Fleming	Tim Morlan
Staci Ballard	Andy Gjerstad	David Morrison
Tyler Barnard	Rita Grimm	Terri Rosonke
Bernadette Beck	Nichole Hansen	Brooke Parziale
Michelle Bodie	Cindy Harris	Aaron Smith
Courtney Bushell	Kanan Kappelman	Brian Sullivan
Lucy Cade	Katie Kulisky	Brian Sweeney
Vicky Clinkscales	Molly Lopez	Michael Thibodeau
Stacy Cunningham	Dillon Malone	
Tammi Dillavou	Megan Marsh	
Debi Durham	Nick Michaud	

### OTHERS PRESENT

Angie Arthur, <i>Homeward</i>	James Smith, <i>Dorsey &amp; Whitney LLP</i>
Holly Engelhart, <i>Eide Bailly LLP</i>	
Nick Goede, <i>Great Lakes Capital</i>	
David Grossklaus, <i>Dorsey &amp; Whitney LLP</i>	

## I. BOARD CHAIR

### A. Roll Call

Chair Cooper called to order the March 5, 2025, meeting of the Iowa Finance Authority (IFA) Board of Directors at 11:00 a.m. Roll call was taken, and a quorum was established. The following Board members were **present**: Nick AbouAssaly, Ashley Aust, Tracey Ball, Jennifer Cooper, John Eisenman, Gretchen McLain, Gilbert Thomas, Michael Van Milligen. The following Board members were **absent**: Michael Nelson, and Nate Weaton.

## **B. Approval of the February 5, 2025, IFA Board Meeting Minutes**

**MOTION:** On a motion by Mr. AbouAssaly and seconded by Ms. Ball, the Board unanimously approved the February 5, 2025, IFA Board Meeting Minutes.

## **II. CONSENT AGENDA**

Chair Cooper asked if any items needed to be removed from the Consent Agenda. No items were removed from the Consent Agenda.

**MOTION:** Mr. Thomas made a motion to approve the following items on the Consent Agenda:

### *a. IADD – Authorizing Resolutions*

- i. AG 25-009B, Timothy F. Geelan
- ii. AG 25-011B, Brandon Lee Kann
- iii. AG 25-012B, Thatcher Hollis
- iv. AG 25-013B, Tyler and Melissa Blohm
- v. AG 25-014B, Troy S. Slaubaugh
- vi. AG 25-015B, Ryan J. Dolieslager
- vii. AG 25-016B, Eric L. and Rebecca Deutmeyer
- viii. AG 25-017B, Jacob Rozeboom
- ix. AG 25-018B, Trevin Clark and Hannah Enderson
- x. AG 25-019B, Taylor Donald Enderson

### *b. IADD – Amending Resolutions*

- xi. 04075M, David G. Laughton

### *c. IADD – Beginning Farmer Tax Credit Program*

- xii. AG-TC 25-01, Beginning Farmer Tax Credit Program

### *d. Private Activity Bond*

- xiii. PAB 25-03A, Pella Regional Health Center Project

### *e. Water Quality*

- xi. WQ 25-05, State Revolving Fund Construction Loans

**MOTION:** On a second by Ms. Ball, the Board unanimously approved the items on the Consent Agenda.

## **III. Private Activity Bonds**

### **PAB 24-16B-1, Red Oak Partners, LLC Project**

Mr. Smith presented a resolution requesting approval of a modification to the loan agreement between Iowa Finance Authority, Red Oak Partners, LLC, and M1 Bank. The borrower requests approval of the Modification Agreement to extend the maturity dates of the Notes to November 28, 2025.

**MOTION:** Mr. Eisenman made a motion to approve PAB 24-16B-1, Red Oak Partners, LLC Project. On a second by Mr. Thomas, the Board unanimously approved the Private Activity Bond.

## IV. Iowa Title Guaranty (ITG)

### **Transfer of Funds**

Mr. Malone proposed a motion to transfer \$560 million from ITG (Iowa Title Guaranty) to the Housing Assistance Fund.

**MOTION:** Ms. Ball made a motion to approve the transfer. On a second by Mr. Thomas, the Board unanimously approved the transfer.

## V. Finance

### a. **January 2025 Financial Reports**

Mr. Morrison presented the highlights of the January 2025 financial results which were included in the board packet.

**MOTION:** On a motion by Mr. Thomas and seconded by Mr. Eisenman, the Board unanimously approved the January 2025 Financials.

### b. **FIN 25-02, Single Family Reimbursement Resolution**

Ms. Harris proposed a resolution authorizing the use of up to \$300 million of tax-exempt bond proceeds to reimburse the Authority for purchases of mortgage-backed securities ("MBS").

**MOTION:** Mr. Van Milligen made a motion to approve FIN 25-02, Single Family Reimbursement Resolution. On a second by Mr. Thomas, the Board unanimously approved FIN 25-02, Single Family Reimbursement Resolution.

### c. **FIN 25-03, Single Family Bonds Series 2025CD**

Ms. Harris proposed a resolution authorizing the issuance of bonds in an amount not to exceed \$175 million. The expected par amount of the 2025 Bonds is currently anticipated to be about \$125 million. The 2025 Bonds will be issued within the 1991 Indenture.

**MOTION:** On a motion by Mr. Thomas and seconded by Mr. AbouAssaly, the Board unanimously approved FIN 25-03, Single Family Bonds Series 2025CD Resolution.

## VI. HOUSING PROGRAMS

### a. **SHTF Project-Based Housing Program Awards**

Ms. Rosonke presented a motion to approve the SHFT Project-Based Housing Program Awards, as found in the board packet, for the 2025 calendar year.

**MOTION:** On a motion by Mr. Thomas and seconded by Mr. AbouAssaly, the Board unanimously approved SHTF Project-Based Housing Program Awards.

### b. **Goldfinch Lofts LIHTC Award & HOME Award**

Mr. Sweeney presented a motion to approve the Goldfinch Lofts LIHTC Award and Home Award, as found in the board packet, for 2025.

**MOTION:** On a motion by Mr. Thomas and seconded by Mr. AbouAssaly, the Board unanimously approved Goldfinch Lofts LIHTC Award & Home Award.

## VII. DIRECTOR'S OFFICE

### A. Director's Report

Director Durham provided a report.

## VIII. OTHER BUSINESS

### Upcoming Board Meeting

Chair Cooper provided a reminder of the upcoming Board meeting on Wednesday, April 2, 2025, at 11:00 a.m. at 1963 Bell Avenue, Helmick Conference Room.

## IX. PUBLIC COMMENT PERIOD

Chair Cooper opened the public comment period and asked if anyone in the audience would like to address the Board. Angie Arthur, Executive Director of Homeward, addressed the board regarding her concerns regarding federal funding and disbursement.

## X. ADJOURNMENT

Chair Cooper adjourned the Iowa Finance Authority Board of Directors meeting at 11:37 a.m.

Dated this 2<sup>nd</sup> day of April 2025.

Respectfully submitted:

Approved as to form:

Deborah Durham  
Director

Jennifer Cooper, Chair  
Iowa Finance Authority





#### **AG 25-025 Clinton P. Robinson**

This is a resolution authorizing the issuance of \$407,400 for Clinton P. Robinson. The bond will be used: To purchase approximately 75.94 acres of agricultural land and grain bins in Harrison County. The lender is Shelby County State Bank in Harlan.

- **Need Board action on Resolution AG 25-025B**

#### **AG 25-026 Tabitha and Brooks Wilson**

This is a resolution authorizing the issuance of \$410,000 for Tabitha and Brooks Wilson. The bond will be used: To purchase approximately 112 acres of agricultural land, house and out-buildings in Taylor County. The lender is TS Bank in Corning.

- **Need Board action on Resolution AG 25-026B**

### **Amending Resolutions**

#### **04785 Brian J. and Jody A. Toms, Gowrie**

This is a resolution amending a \$354,000 Beginning Farmer Loan to Brian J. and Jody A. Toms issued 6/24/2013 to release the following collateral from the Promissory Note and Bond and all supporting documents: Security Agreement dated June 24, 2013, and UCC-IA #X130213964. All other loan terms will remain the same. The lender is U.S. Bank, N.A. in Boone.

- **Need Board action on Resolution 04785M**

#### **AG 18-084 Kyle Patrick and Donna Jean Newland, Persia**

This is a resolution amending a \$384,000 Beginning Farmer Loan to Kyle Patrick and Donna Jean Newland issued 12/27/2018 to lower the interest rate from 9.00% to 6.75% until January 1, 2030, at which time the rate will adjust from the original index of 1.25% above New York Prime to the new index of equal to New York Prime and be adjustable annually thereafter. All other loan terms will remain the same. The lender is Shelby County State Bank in Harlan.

- **Need Board action on Resolution AG 18-084M**

#### **AG 23-014 Adam D. and Carrie N. Rebling, Brighton**

This is a resolution amending a \$80,000 Beginning Farmer Loan to Adam D. and Carrie N. Rebling issued 4/7/2023 to release the following collateral from the Promissory Note and Bond and all supporting documents: Security Agreement dated September 12, 2022. All other loan terms will remain the same. The lender is Hills Bank & Trust Company in Kalona.

- **Need Board action on Resolution AG 23-014M**

## **Loan Participation Program**

### **AG-LP 25-02, Loan Participation Program**

The Loan Participation Program (LPP) was established in to assist low-income farmers secure loans and make down payments. IADD's participation can be used to supplement the borrower's down payment, thereby helping a farmer secure a loan more readily. The lender's risk is also reduced since the IADD provides a "last-in/last-out" loan participation for the financial institution. Effective annually on January 1 the rate will adjust to be 3.50% below the Wall Street Journal Prime rate as of November 15<sup>th</sup>. The rate will lock at the time of IADD approval and be fixed for the full 10-year term. The participation loan is a 10-year balloon with a 20-year amortization on land or a 12-year amortization on facilities. Attached are the LPP applications reviewed last month. The IADD Board has recommended approval.

- **Need Board action on Resolution AG-LP 25-02**

## **Beginning Farmer Tax Credit Program**

### **AG-TC 25-02, Beginning Farmer Tax Credit Program**

The Beginning Farmer Tax Credit (BFTC) program allows agricultural asset owners to earn Iowa income tax credits for leasing their land, equipment and/or buildings to beginning farmers. Leases must be for terms of 2-5 years. The tax credit for cash rent leases is 5% of the amount of the rent. The tax credit for crop share leases and the flex bonus portion is 15%. The maximum amount of tax credits allocated cannot be more than \$12 million in any one year. Attached are the BFTC applications reviewed last month. The IADD Board has recommended approval.

- **Need Board action on Resolution AG-TC 25-02**

**RESOLUTION**  
**AG 25-020-IB**

A Resolution authorizing the issuance and delivery of an Agricultural Development Revenue Bond to finance the acquisition of a Project by a Beginning Farmer; the execution of a Contract providing the terms of the sale of the Project; the execution of a Guarantee, Assignment and Assumption Agreement relating thereto; and related matters.

**WHEREAS**, the Iowa Finance Authority (the “Authority”) is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa (together, the “Act”) to issue its negotiable bonds and notes for the purpose of financing in whole or in part the acquisition by construction or purchase of Agricultural Land, Agricultural Improvements, or Depreciable Agricultural Property by a Beginning Farmer; and

**WHEREAS**, the Authority has received and has approved an Application from the Beginning Farmer identified on Exhibit A hereto (the “Beginning Farmer”) to issue its Agricultural Development Revenue Bond (the “Bond”) in the principal amount identified on Exhibit A hereto (the “Principal Amount”) to assist the Beginning Farmer in the acquisition from the Seller identified on Exhibit A hereto (the “Seller”) of the Project identified on Exhibit A hereto (the “Project”); and

**WHEREAS**, in order to assist the Beginning Farmer in the acquisition of the Project, it is proposed that the Authority enter into a Contract (the “Contract”) with the Seller setting forth terms and conditions agreeable to the Seller, the Authority and the Beginning Farmer including terms providing for interest on the unpaid principal balance at a rate lower than those available in the conventional farm credit market, and the Authority has agreed to issue the Bond to evidence its payment obligations under the Contract; and

**WHEREAS**, the Beginning Farmer and the Seller have finalized terms for the acquisition of the Project by the Beginning Farmer and purchase price of the Project in periodic payments over the term of the Contract; and

**WHEREAS**, the Seller, the Authority and the Beginning Farmer will enter into a Guarantee, Assignment and Assumption Agreement (the “Guarantee”) providing, among other things, for the assignment by the Authority of all its rights, title and interest in and to the Project and the Contract to the Beginning Farmer, the assumption of the obligations of the Authority under the Contract by the Beginning Farmer and the unconditional guarantee by the Beginning Farmer of the payment of the principal of, premium, if any, and interest on the Bond and other amounts due and payable under the Contract and the Guarantee, and

**WHEREAS**, it is necessary and advisable that provisions be made for the issuance and delivery of the Bond as authorized and permitted by the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Iowa Finance Authority, as follows:

**Section 1. The Project Consistent with the Act.** It is hereby determined that the Project, as described in the representations and certifications of the Beginning Farmer in the Application to the Authority relating thereto and in the Contract and the Guarantee, qualifies under the Act for financing

by the Authority through the issuance of the Bond, and further, it is found and determined that the financing of the Project will promote those public purposes outlined in the Act.

**Section 2. Authorization of the Contract and the Bond.** For the purpose of assisting the Beginning Farmer to acquire the Project, the Contract is hereby approved and the Executive Director of the Authority is authorized and directed to execute and deliver the Contract. In order to evidence the obligations of the Authority under the Contract, the Bond shall be and the same is authorized, determined and ordered to be issued in the Principal Amount. The Bond may be issued as a single Bond in the total amount authorized. The Bond shall be in fully registered form, transferable only in accordance with its terms, and shall be dated, shall be executed, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and conditions as are set forth therein. However, if so requested by the Beginning Farmer and the Seller, the Chairman or Vice Chairman is hereby empowered to adjust the Principal Amount of the Bond and any of the other terms and conditions as set forth therein or in the Contract, to an amount or in such manner as is mutually acceptable to the Seller and the Beginning Farmer, provided that the principal amount of the Bond after adjustment is never more than the Principal Amount. The Bond and the interest thereon and the Contract do not and shall never constitute an indebtedness of or a charge either against the State of Iowa or any subdivision thereof, including the Authority, within the meaning of any constitutional or statutory debt limit, or against the general credit or general fund of the Authority, but are limited obligations of the Authority payable solely from the payments and other amounts derived from the Guarantee and the Project and shall be secured by the Guarantee. Forms of the Contract, the Bond, and the Guarantee are before this meeting and are by this reference incorporated in this Bond Resolution, and the Secretary is hereby directed to insert them into the minutes of the Authority and to keep them on file.

**Section 3. Delivery of the Bond.** The delivery of the Bond to the Seller to evidence the obligations of the Authority under the Contract is approved and the Chairman or Vice Chairman and Secretary of the Authority are authorized and directed to execute and deliver the Bond to the Seller. Execution of the Contract by the Seller and delivery thereof by the Seller to the Authority shall constitute payment in full for the Bond by the Seller.

**Section 4. Payment of the Contract and Bond; the Guarantee.** By the terms of the Guarantee, the Beginning Farmer is required to make payments (the "Contract Payments") under the Contract sufficient to pay the unpaid balance thereof and accrued interest thereon. The Contract Payments are sufficient to pay the principal of and interest on the Bond when and as due.

The Guarantee is approved and the Executive Director is directed to execute the same in the name and on behalf of the Authority and to deliver the same to the Seller and the Beginning Farmer.

**Section 5. Filing of Resolution and Guarantee.** The Executive Director is authorized and directed to file a copy of this resolution and the Guarantee with the Iowa Secretary of State pursuant to Sections 16.26(7) and 175.17(7) of the Act to evidence the pledge of or grant of a security interest, in the revenues to be received under the Contract, by the Authority to the Seller, and the assignment of all of the Authority's rights in the Contract, by the Authority to the Beginning Farmer.

**Section 6. Forfeiture; Acceleration of Principal and Interest.** If the Contract is forfeited in accordance with its terms, the obligations of the Authority under the Bond shall cease and the Bond shall be canceled. If the payment of the unpaid principal under the Contract is accelerated in accordance with

the terms of the Contract, the Seller may declare the entire outstanding principal amount of the Bond and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become immediately due and payable.

**Section 7. Satisfaction and Discharge.** When all amounts now or hereafter payable under the Bond, the Contract, the Guarantee and this Resolution have been paid in full (or provision for their payment shall have been made to the mutual satisfaction of the Beginning Farmer, the Seller and the Authority) all rights and obligations of the Beginning Farmer the Authority and the Seller under the Guarantee, the Contract, the Bond and this Resolution shall terminate and such instruments shall cease to be of further effect and the Seller shall cancel the Bond and deliver it to the Authority, cancel the Contract and deliver it to the Beginning Farmer and the Seller and the Beginning Farmer and the Authority shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of such documents as may be required.

**Section 8. Registration.** The Bond shall be fully registered as to principal and interest in the name of the Seller or its registered assigns on the books of the Authority kept by the Secretary and such registration shall be noted on the Bond in accordance with its terms.

**Section 9. Miscellaneous.** The Chairman, Vice Chairman, and/or Secretary are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bond and the execution and delivery of the Guarantee and to carry out the intent and purposes of this resolution, including the preamble hereto.

**Section 10. Severability.** The provisions of this resolution are hereby declared to be separable, and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 11. Repealer.** All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

**Section 12. Effective Date.** This resolution shall become effective immediately upon adoption.

Passed and approved this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)

## **EXHIBIT A**

- 1. Project Number:** AG 25-020-I
- 2. Beginning Farmer:** Mark T. and Jenna L. Lettow  
570 Spruce Ave  
Geneva, IA 50633-7528
- 3. Bond Purchaser:** Scot Horner  
1920 70th St  
Geneva, IA 50633-7527
- 4. Principal Amount:** \$62,500
- 5. Initial Approval Date:** 3/26/2025
- 6. Public Hearing Date:** 3/26/2025
- 7. Bond Resolution Date:** 4/2/2025
- 8. Project:** To purchase a tractor

**RESOLUTION**  
**AG 25-022B**

A Resolution authorizing the issuance and sale of an Agricultural Development Revenue Bond to finance the acquisition of a Project by a Beginning Farmer; the execution of a Financing Agreement providing the terms and sale of such Bond and for the repayment of the loan of the proceeds of such bond; and related matters.

**WHEREAS**, the Iowa Finance Authority (the “Authority”) is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa (together, the “Act”) to issue its negotiable bonds and notes for the purpose of financing in whole or in part the acquisition by construction or purchase of Agricultural Land, Agricultural Improvements, or Depreciable Agricultural Property by a Beginning Farmer; and

**WHEREAS**, the Authority has received and has approved an Application from the Beginning Farmer identified on Exhibit A hereto (the “Beginning Farmer”) to issue its Agricultural Development Revenue Bond (the “Bond”) in the principal amount identified on Exhibit A hereto (the “Principal Amount”) to finance the acquisition of the Project identified on Exhibit A hereto (the “Project”); and

**WHEREAS**, it is necessary and advisable that provisions be made for the issuance of the Bond in the Principal Amount as authorized and permitted by the Act to finance the cost of the Project to that amount; and

**WHEREAS**, the Authority will loan the proceeds of the Bond to the Beginning Farmer pursuant to the provisions of a Financing Agreement among the Authority, the Bond Purchaser identified in Exhibit A hereto (the “Lender”) and the Beginning Farmer (the “Agreement”), the obligation of which will be evidenced by a Promissory Note the repayment of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bond as and when the same shall be due and payable; and

**WHEREAS**, the Bond will be sold to the Lender pursuant to and secured as provided by the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Iowa Finance Authority as follows:

**Section 1. The Project Consistent with the Act.** It is hereby determined that the Project, as described in the representations and certifications of the Beginning Farmer in the Application to the Authority and in the Agreement qualifies under the Act for financing with the proceeds of the Bond, and further, it is found and determined that the financing of the Project will promote those public purposes outlined in the Act.

**Section 2. Authorization of the Bond.** In order to finance the cost of the Project, the Bond shall be and the same is hereby authorized, determined and ordered to be issued in the Principal Amount. The Bond shall be issued as a single Bond in fully registered form, transferable only in accordance with its terms, and shall be dated, shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and conditions as are set forth in the Agreement and the Bond. However, if so requested by the Beginning



Farmer and the Lender, the Chairman or Vice Chairman is hereby empowered to adjust the Principal Amount of the Bond and any of the other terms and conditions as set forth therein or in the Agreement, to an amount or in such manner as is mutually acceptable to the Lender and the Beginning Farmer, provided that the principal amount of the Bond after adjustment is never more than the Principal Amount. In the event such adjustments are made, they shall be set forth in the Agreement. The Bond and the interest thereon do not and shall never constitute an indebtedness of or a charge either against the State of Iowa or any subdivision thereof, including the Authority, within the meaning of any constitutional or statutory debt limit, or against the general credit or general fund of the Authority, but are limited obligations of the Authority payable solely from revenues and other amounts derived from the Agreement and the Project and shall be secured by an assignment of the Agreement and the revenues derived therefrom to the Lender. Forms of the Bond and the Agreement are before this meeting and are by this reference incorporated in this Bond Resolution, and the Secretary is hereby directed to insert them into the minutes of the Authority and to keep them on file.

**Section 3. Agreement; Sale of the Bond.** In order to provide for the loan of the proceeds of the Bond to the Beginning Farmer to finance the Project and the payment by the Beginning Farmer of amounts sufficient to pay the principal of, premium, if any, and interest on the Bond, and in order to provide for the sale of the Bond to the Lender and the conditions with respect to the delivery thereof, the Executive Director shall execute in the name and on behalf of the Authority the Agreement in substantially the form submitted to the Authority, which is hereby approved in all respects. However, the Executive Director is empowered to amend the Agreement prior to the execution thereof to conform the same to any adjustments of the Principal Amount or other provisions of the Bond as authorized in Section 2 hereof. The sale of the Bond to the Lender is hereby approved and the Chairman or Vice Chairman and Secretary of the Authority are hereby authorized and directed to execute and deliver the Bond to the Lender. Payment by the Lender of the purchase price, namely the Principal Amount, or such lesser amount as determined by the Chairman or Vice Chairman pursuant to Section 2 hereof, in immediately available funds in accordance with the Agreement shall constitute payment in full for the Bond. The Lender shall immediately deposit such purchase price to the account or credit of the Beginning Farmer in accordance with the Agreement to effect the making of the loan of the proceeds of sale of the Bond to the Beginning Farmer pursuant to the Agreement.

**Section 4. Repayment of Loan.** The Agreement requires the Beginning Farmer in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Beginning Farmer to the Lender pursuant to the Agreement is hereby authorized, approved, and confirmed.

**Section 5. Filing of Agreement.** The Executive Director is authorized and directed to file a copy of this resolution and the Agreement with the Iowa Secretary of State pursuant to Sections 16.26(7) and 175.17(7) of the Act to evidence the pledge of or grant of a security interest, in the revenues to be received under, and all of the Authority's interests in the Agreement, by the Authority to the Lender.

**Section 6. Miscellaneous.** The Chairman, Vice Chairman, and/or Secretary are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bond and the execution and delivery of the Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

**Section 7. Severability.** The provisions of this resolution are hereby declared to be separable, and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 8. Repealer.** All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

**Section 9. Effective Date.** This resolution shall become effective immediately upon adoption.

Passed and approved this 2<sup>nd</sup> day of April 2025.

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Jennifer Cooper, Board Chairperson

ATTEST:

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Deborah Durham, Secretary

(Seal)

## **EXHIBIT A**

- 1. Project Number:** AG 25-022
- 2. Beginning Farmer:** Connor D. Gunn  
2046 170th St  
Jefferson, IA 50129-7536
- 3. Bond Purchaser:** Peoples Bank  
205 E Main St, PO Box 49  
Grand Junction, IA 50107-0049
- 4. Principal Amount:** \$533,081
- 5. Initial Approval Date:** 3/26/2025
- 6. Public Hearing Date:** 3/26/2025
- 7. Bond Resolution Date:** 4/2/2025
- 8. Project:** To purchase approximately 101.25 acres of agricultural land

**RESOLUTION**  
**AG 25-024B**

A Resolution authorizing the issuance and sale of an Agricultural Development Revenue Bond to finance the acquisition of a Project by a Beginning Farmer; the execution of a Financing Agreement providing the terms and sale of such Bond and for the repayment of the loan of the proceeds of such bond; and related matters.

**WHEREAS**, the Iowa Finance Authority (the “Authority”) is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa (together, the “Act”) to issue its negotiable bonds and notes for the purpose of financing in whole or in part the acquisition by construction or purchase of Agricultural Land, Agricultural Improvements, or Depreciable Agricultural Property by a Beginning Farmer; and

**WHEREAS**, the Authority has received and has approved an Application from the Beginning Farmer identified on Exhibit A hereto (the “Beginning Farmer”) to issue its Agricultural Development Revenue Bond (the “Bond”) in the principal amount identified on Exhibit A hereto (the “Principal Amount”) to finance the acquisition of the Project identified on Exhibit A hereto (the “Project”); and

**WHEREAS**, it is necessary and advisable that provisions be made for the issuance of the Bond in the Principal Amount as authorized and permitted by the Act to finance the cost of the Project to that amount; and

**WHEREAS**, the Authority will loan the proceeds of the Bond to the Beginning Farmer pursuant to the provisions of a Financing Agreement among the Authority, the Bond Purchaser identified in Exhibit A hereto (the “Lender”) and the Beginning Farmer (the “Agreement”), the obligation of which will be evidenced by a Promissory Note the repayment of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bond as and when the same shall be due and payable; and

**WHEREAS**, the Bond will be sold to the Lender pursuant to and secured as provided by the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Iowa Finance Authority as follows:

**Section 1. The Project Consistent with the Act.** It is hereby determined that the Project, as described in the representations and certifications of the Beginning Farmer in the Application to the Authority and in the Agreement qualifies under the Act for financing with the proceeds of the Bond, and further, it is found and determined that the financing of the Project will promote those public purposes outlined in the Act.

**Section 2. Authorization of the Bond.** In order to finance the cost of the Project, the Bond shall be and the same is hereby authorized, determined and ordered to be issued in the Principal Amount. The Bond shall be issued as a single Bond in fully registered form, transferable only in accordance with its terms, and shall be dated, shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and

conditions as are set forth in the Agreement and the Bond. However, if so requested by the Beginning Farmer and the Lender, the Chairman or Vice Chairman is hereby empowered to adjust the Principal Amount of the Bond and any of the other terms and conditions as set forth therein or in the Agreement, to an amount or in such manner as is mutually acceptable to the Lender and the Beginning Farmer, provided that the principal amount of the Bond after adjustment is never more than the Principal Amount. In the event such adjustments are made, they shall be set forth in the Agreement. The Bond and the interest thereon do not and shall never constitute an indebtedness of or a charge either against the State of Iowa or any subdivision thereof, including the Authority, within the meaning of any constitutional or statutory debt limit, or against the general credit or general fund of the Authority, but are limited obligations of the Authority payable solely from revenues and other amounts derived from the Agreement and the Project and shall be secured by an assignment of the Agreement and the revenues derived therefrom to the Lender. Forms of the Bond and the Agreement are before this meeting and are by this reference incorporated in this Bond Resolution, and the Secretary is hereby directed to insert them into the minutes of the Authority and to keep them on file.

**Section 3. Agreement; Sale of the Bond.** In order to provide for the loan of the proceeds of the Bond to the Beginning Farmer to finance the Project and the payment by the Beginning Farmer of amounts sufficient to pay the principal of, premium, if any, and interest on the Bond, and in order to provide for the sale of the Bond to the Lender and the conditions with respect to the delivery thereof, the Executive Director shall execute in the name and on behalf of the Authority the Agreement in substantially the form submitted to the Authority, which is hereby approved in all respects. However, the Executive Director is empowered to amend the Agreement prior to the execution thereof to conform the same to any adjustments of the Principal Amount or other provisions of the Bond as authorized in Section 2 hereof. The sale of the Bond to the Lender is hereby approved and the Chairman or Vice Chairman and Secretary of the Authority are hereby authorized and directed to execute and deliver the Bond to the Lender. Payment by the Lender of the purchase price, namely the Principal Amount, or such lesser amount as determined by the Chairman or Vice Chairman pursuant to Section 2 hereof, in immediately available funds in accordance with the Agreement shall constitute payment in full for the Bond. The Lender shall immediately deposit such purchase price to the account or credit of the Beginning Farmer in accordance with the Agreement to effect the making of the loan of the proceeds of sale of the Bond to the Beginning Farmer pursuant to the Agreement.

**Section 4. Repayment of Loan.** The Agreement requires the Beginning Farmer in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Beginning Farmer to the Lender pursuant to the Agreement is hereby authorized, approved, and confirmed.

**Section 5. Filing of Agreement.** The Executive Director is authorized and directed to file a copy of this resolution and the Agreement with the Iowa Secretary of State pursuant to Sections 16.26(7) and 175.17(7) of the Act to evidence the pledge of or grant of a security interest, in the revenues to be received under, and all of the Authority's interests in the Agreement, by the Authority to the Lender.

**Section 6. Miscellaneous.** The Chairman, Vice Chairman, and/or Secretary are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bond and the execution and delivery of the Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

**Section 7. Severability.** The provisions of this resolution are hereby declared to be separable, and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 8. Repealer.** All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

**Section 9. Effective Date.** This resolution shall become effective immediately upon adoption.

Passed and approved this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)

## **EXHIBIT A**

- 1. Project Number:** AG 25-024
- 2. Beginning Farmer:** Cole A. Neil  
8804 Goeller Rd  
Fairbank, IA 50629-8058
- 3. Bond Purchaser:** Northeast Security Bank  
120 Main St, PO Box 466  
Fairbank, IA 50629-0466
- 4. Principal Amount:** \$336,000
- 5. Initial Approval Date:** 3/26/2025
- 6. Public Hearing Date:** 3/26/2025
- 7. Bond Resolution Date:** 4/2/2025
- 8. Project:** To purchase approximately 63.68 acres of agricultural land

**RESOLUTION**  
**AG 25-025B**

A Resolution authorizing the issuance and sale of an Agricultural Development Revenue Bond to finance the acquisition of a Project by a Beginning Farmer; the execution of a Financing Agreement providing the terms and sale of such Bond and for the repayment of the loan of the proceeds of such bond; and related matters.

**WHEREAS**, the Iowa Finance Authority (the “Authority”) is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa (together, the “Act”) to issue its negotiable bonds and notes for the purpose of financing in whole or in part the acquisition by construction or purchase of Agricultural Land, Agricultural Improvements, or Depreciable Agricultural Property by a Beginning Farmer; and

**WHEREAS**, the Authority has received and has approved an Application from the Beginning Farmer identified on Exhibit A hereto (the “Beginning Farmer”) to issue its Agricultural Development Revenue Bond (the “Bond”) in the principal amount identified on Exhibit A hereto (the “Principal Amount”) to finance the acquisition of the Project identified on Exhibit A hereto (the “Project”); and

**WHEREAS**, it is necessary and advisable that provisions be made for the issuance of the Bond in the Principal Amount as authorized and permitted by the Act to finance the cost of the Project to that amount; and

**WHEREAS**, the Authority will loan the proceeds of the Bond to the Beginning Farmer pursuant to the provisions of a Financing Agreement among the Authority, the Bond Purchaser identified in Exhibit A hereto (the “Lender”) and the Beginning Farmer (the “Agreement”), the obligation of which will be evidenced by a Promissory Note the repayment of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bond as and when the same shall be due and payable; and

**WHEREAS**, the Bond will be sold to the Lender pursuant to and secured as provided by the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Iowa Finance Authority as follows:

**Section 1. The Project Consistent with the Act.** It is hereby determined that the Project, as described in the representations and certifications of the Beginning Farmer in the Application to the Authority and in the Agreement qualifies under the Act for financing with the proceeds of the Bond, and further, it is found and determined that the financing of the Project will promote those public purposes outlined in the Act.

**Section 2. Authorization of the Bond.** In order to finance the cost of the Project, the Bond shall be and the same is hereby authorized, determined and ordered to be issued in the Principal Amount. The Bond shall be issued as a single Bond in fully registered form, transferable only in accordance with its terms, and shall be dated, shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and



conditions as are set forth in the Agreement and the Bond. However, if so requested by the Beginning Farmer and the Lender, the Chairman or Vice Chairman is hereby empowered to adjust the Principal Amount of the Bond and any of the other terms and conditions as set forth therein or in the Agreement, to an amount or in such manner as is mutually acceptable to the Lender and the Beginning Farmer, provided that the principal amount of the Bond after adjustment is never more than the Principal Amount. In the event such adjustments are made, they shall be set forth in the Agreement. The Bond and the interest thereon do not and shall never constitute an indebtedness of or a charge either against the State of Iowa or any subdivision thereof, including the Authority, within the meaning of any constitutional or statutory debt limit, or against the general credit or general fund of the Authority, but are limited obligations of the Authority payable solely from revenues and other amounts derived from the Agreement and the Project and shall be secured by an assignment of the Agreement and the revenues derived therefrom to the Lender. Forms of the Bond and the Agreement are before this meeting and are by this reference incorporated in this Bond Resolution, and the Secretary is hereby directed to insert them into the minutes of the Authority and to keep them on file.

**Section 3. Agreement; Sale of the Bond.** In order to provide for the loan of the proceeds of the Bond to the Beginning Farmer to finance the Project and the payment by the Beginning Farmer of amounts sufficient to pay the principal of, premium, if any, and interest on the Bond, and in order to provide for the sale of the Bond to the Lender and the conditions with respect to the delivery thereof, the Executive Director shall execute in the name and on behalf of the Authority the Agreement in substantially the form submitted to the Authority, which is hereby approved in all respects. However, the Executive Director is empowered to amend the Agreement prior to the execution thereof to conform the same to any adjustments of the Principal Amount or other provisions of the Bond as authorized in Section 2 hereof. The sale of the Bond to the Lender is hereby approved and the Chairman or Vice Chairman and Secretary of the Authority are hereby authorized and directed to execute and deliver the Bond to the Lender. Payment by the Lender of the purchase price, namely the Principal Amount, or such lesser amount as determined by the Chairman or Vice Chairman pursuant to Section 2 hereof, in immediately available funds in accordance with the Agreement shall constitute payment in full for the Bond. The Lender shall immediately deposit such purchase price to the account or credit of the Beginning Farmer in accordance with the Agreement to effect the making of the loan of the proceeds of sale of the Bond to the Beginning Farmer pursuant to the Agreement.

**Section 4. Repayment of Loan.** The Agreement requires the Beginning Farmer in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Beginning Farmer to the Lender pursuant to the Agreement is hereby authorized, approved, and confirmed.

**Section 5. Filing of Agreement.** The Executive Director is authorized and directed to file a copy of this resolution and the Agreement with the Iowa Secretary of State pursuant to Sections 16.26(7) and 175.17(7) of the Act to evidence the pledge of or grant of a security interest, in the revenues to be received under, and all of the Authority's interests in the Agreement, by the Authority to the Lender.

**Section 6. Miscellaneous.** The Chairman, Vice Chairman, and/or Secretary are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bond and the execution and delivery of the Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

**Section 7. Severability.** The provisions of this resolution are hereby declared to be separable, and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 8. Repealer.** All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

**Section 9. Effective Date.** This resolution shall become effective immediately upon adoption.

Passed and approved this 2<sup>nd</sup> day of April 2025.

---

Jennifer Cooper, Board Chairperson

ATTEST:

---

Deborah Durham, Secretary

(Seal)

## **EXHIBIT A**

- 1. Project Number:** AG 25-025
- 2. Beginning Farmer:** Clinton P. Robinson  
4156 325th St  
Shelby, IA 51570-6005
- 3. Bond Purchaser:** Shelby County State Bank  
508 Court St, PO Box 29  
Harlan, IA 51537-0029
- 4. Principal Amount:** \$407,400
- 5. Initial Approval Date:** 3/26/2025
- 6. Public Hearing Date:** 3/26/2025
- 7. Bond Resolution Date:** 4/2/2025
- 8. Project:** To purchase approximately 75.94 acres of agricultural land and grain bins

**RESOLUTION**  
**AG 25-026B**

A Resolution authorizing the issuance and sale of an Agricultural Development Revenue Bond to finance the acquisition of a Project by a Beginning Farmer; the execution of a Financing Agreement providing the terms and sale of such Bond and for the repayment of the loan of the proceeds of such bond; and related matters.

**WHEREAS**, the Iowa Finance Authority (the “Authority”) is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa (together, the “Act”) to issue its negotiable bonds and notes for the purpose of financing in whole or in part the acquisition by construction or purchase of Agricultural Land, Agricultural Improvements, or Depreciable Agricultural Property by a Beginning Farmer; and

**WHEREAS**, the Authority has received and has approved an Application from the Beginning Farmer identified on Exhibit A hereto (the “Beginning Farmer”) to issue its Agricultural Development Revenue Bond (the “Bond”) in the principal amount identified on Exhibit A hereto (the “Principal Amount”) to finance the acquisition of the Project identified on Exhibit A hereto (the “Project”); and

**WHEREAS**, it is necessary and advisable that provisions be made for the issuance of the Bond in the Principal Amount as authorized and permitted by the Act to finance the cost of the Project to that amount; and

**WHEREAS**, the Authority will loan the proceeds of the Bond to the Beginning Farmer pursuant to the provisions of a Financing Agreement among the Authority, the Bond Purchaser identified in Exhibit A hereto (the “Lender”) and the Beginning Farmer (the “Agreement”), the obligation of which will be evidenced by a Promissory Note the repayment of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bond as and when the same shall be due and payable; and

**WHEREAS**, the Bond will be sold to the Lender pursuant to and secured as provided by the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Iowa Finance Authority as follows:

**Section 1. The Project Consistent with the Act.** It is hereby determined that the Project, as described in the representations and certifications of the Beginning Farmer in the Application to the Authority and in the Agreement qualifies under the Act for financing with the proceeds of the Bond, and further, it is found and determined that the financing of the Project will promote those public purposes outlined in the Act.

**Section 2. Authorization of the Bond.** In order to finance the cost of the Project, the Bond shall be and the same is hereby authorized, determined and ordered to be issued in the Principal Amount. The Bond shall be issued as a single Bond in fully registered form, transferable only in accordance with its terms, and shall be dated, shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and

conditions as are set forth in the Agreement and the Bond. However, if so requested by the Beginning Farmer and the Lender, the Chairman or Vice Chairman is hereby empowered to adjust the Principal Amount of the Bond and any of the other terms and conditions as set forth therein or in the Agreement, to an amount or in such manner as is mutually acceptable to the Lender and the Beginning Farmer, provided that the principal amount of the Bond after adjustment is never more than the Principal Amount. In the event such adjustments are made, they shall be set forth in the Agreement. The Bond and the interest thereon do not and shall never constitute an indebtedness of or a charge either against the State of Iowa or any subdivision thereof, including the Authority, within the meaning of any constitutional or statutory debt limit, or against the general credit or general fund of the Authority, but are limited obligations of the Authority payable solely from revenues and other amounts derived from the Agreement and the Project and shall be secured by an assignment of the Agreement and the revenues derived therefrom to the Lender. Forms of the Bond and the Agreement are before this meeting and are by this reference incorporated in this Bond Resolution, and the Secretary is hereby directed to insert them into the minutes of the Authority and to keep them on file.

**Section 3. Agreement; Sale of the Bond.** In order to provide for the loan of the proceeds of the Bond to the Beginning Farmer to finance the Project and the payment by the Beginning Farmer of amounts sufficient to pay the principal of, premium, if any, and interest on the Bond, and in order to provide for the sale of the Bond to the Lender and the conditions with respect to the delivery thereof, the Executive Director shall execute in the name and on behalf of the Authority the Agreement in substantially the form submitted to the Authority, which is hereby approved in all respects. However, the Executive Director is empowered to amend the Agreement prior to the execution thereof to conform the same to any adjustments of the Principal Amount or other provisions of the Bond as authorized in Section 2 hereof. The sale of the Bond to the Lender is hereby approved and the Chairman or Vice Chairman and Secretary of the Authority are hereby authorized and directed to execute and deliver the Bond to the Lender. Payment by the Lender of the purchase price, namely the Principal Amount, or such lesser amount as determined by the Chairman or Vice Chairman pursuant to Section 2 hereof, in immediately available funds in accordance with the Agreement shall constitute payment in full for the Bond. The Lender shall immediately deposit such purchase price to the account or credit of the Beginning Farmer in accordance with the Agreement to effect the making of the loan of the proceeds of sale of the Bond to the Beginning Farmer pursuant to the Agreement.

**Section 4. Repayment of Loan.** The Agreement requires the Beginning Farmer in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Beginning Farmer to the Lender pursuant to the Agreement is hereby authorized, approved, and confirmed.

**Section 5. Filing of Agreement.** The Executive Director is authorized and directed to file a copy of this resolution and the Agreement with the Iowa Secretary of State pursuant to Sections 16.26(7) and 175.17(7) of the Act to evidence the pledge of or grant of a security interest, in the revenues to be received under, and all of the Authority's interests in the Agreement, by the Authority to the Lender.

**Section 6. Miscellaneous.** The Chairman, Vice Chairman, and/or Secretary are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bond and the execution and delivery of the Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

**Section 7. Severability.** The provisions of this resolution are hereby declared to be separable, and if any section, phrase, or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions.

**Section 8. Repealer.** All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

**Section 9. Effective Date.** This resolution shall become effective immediately upon adoption.

Passed and approved this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)

## **EXHIBIT A**

- 1. Project Number:** AG 25-026
- 2. Beginning Farmer:** Tabitha and Brooks Wilson  
203 Orchard St  
Bedford, IA 50833-1537
- 3. Bond Purchaser:** TS Bank  
701 Davis Ave, PO Box 109  
Corning, IA 50841-0109
- 4. Principal Amount:** \$410,000
- 5. Initial Approval Date:** 3/26/2025
- 6. Public Hearing Date:** 3/26/2025
- 7. Bond Resolution Date:** 4/2/2025
- 8. Project:** To purchase approximately 112 acres of agricultural land, house and out-buildings

**RESOLUTION**  
**AG-LP 25-02**

WHEREAS, the Iowa Finance Authority (the “Authority”), in accordance with the statutory directives set forth in Chapter 16 of the Code of Iowa, has established the Iowa Agricultural Development Division (“IADD”) to administer the Loan Participation Program pursuant to Chapter 16

WHEREAS, the Authority administers programs to assist beginning farmers with the purchase of agricultural land, equipment and breeding livestock; and

WHEREAS, the Authority understands that the lack of capital is a major impediment for beginning farmers and desires to assist those farmers with down payment assistance; and

WHEREAS, the IADD has received an application from a lending institution to participate in a loan for the down payment for the purchase of agricultural land by an eligible beginning farmer; and

WHEREAS, the IADD Board has recommended approval of the funding of the Loan Participation set forth on Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Iowa Finance Authority as follows:

SECTION 1. The Board authorizes the Executive Director to execute and deliver for and on behalf of the Authority any and all certificates, documents, opinions or other papers and perform all other acts as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

SECTION 2. The Board authorizes the Authority to finalize this transaction with the Borrower, to negotiate and complete the necessary loan documents, and to fund the participation in the Loan as described herein. The Executive Director is authorized to prepare and execute any necessary documents in connection with the participation in the Loan, consistent with the terms of this Resolution.

SECTION 3. The Board authorizes the Executive Director to fund said participation from available funds held under the IADD, all in the manner deemed necessary and appropriate by the Executive Director, subject to the terms and conditions of this Resolution.

SECTION 4. The provisions of this Resolution are declared to be separable, and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

SECTION 5. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)



# Exhibit A

## Loan Participation Program

Project No.	Beginning Farmer	Bank	Purpose	Loan Amt
P0335	Ryan J. Dolieslager	Premier Bank, Rock Valley	Purchase 26 acres of ag land, house and cattle buildings plus a skidloader/tractor & improvements	\$196,500
				\$196,500

**RESOLUTION**  
**04785M**

A Resolution amending an Agricultural Development Revenue Bond.

WHEREAS, the Iowa Agricultural Development Authority, or its successor, the Iowa Finance Authority (the “Authority”), heretofore took action to authorize the issuance of an Agricultural Development Revenue Bond, Project No. 04785 (the “Bond”) pursuant to Resolution B relating thereto (the “Bond Resolution”) for the purpose of financing the acquisition of the Project (as defined in the Bond Resolution) by the Beginning Farmer (as defined in the Bond Resolution); and

WHEREAS, the Beginning Farmer has requested to release collateral on the Bond.

NOW, THEREFORE, Be It Resolved by the Iowa Finance Authority, as follows:

Section 1. The Authority hereby approves releasing the following collateral from the Promissory Note and Bond and all supporting documents: Security Agreement dated June 24, 2013, and UCC-IA #X130213964. All other loan terms will remain the same. Eff. 04.02.2025.

Section 2. That the Staff and Officers of the Authority are hereby authorized to amend any and all loan documents as necessary to reflect the aforementioned amendments.

Section 3. That except as amended herein, the Bond and other loan documents are hereby confirmed in all other respects.

Section 4. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

Passed and approved on this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)

**RESOLUTION**  
**AG 18-084M**

A Resolution amending an Agricultural Development Revenue Bond.

WHEREAS, the Iowa Agricultural Development Authority, or its successor, the Iowa Finance Authority (the “Authority”), heretofore took action to authorize the issuance of an Agricultural Development Revenue Bond, Project No. AG 18-084 (the “Bond”) pursuant to Resolution B relating thereto (the “Bond Resolution”) for the purpose of financing the acquisition of the Project (as defined in the Bond Resolution) by the Beginning Farmer (as defined in the Bond Resolution); and

WHEREAS, the Beginning Farmer has requested to change the current interest rate and rate index on the Bond.

NOW, THEREFORE, Be It Resolved by the Iowa Finance Authority, as follows:

Section 1. The Authority hereby approves lowering the current interest rate on the Bond from 9.00% to 6.75% until January 1, 2030, at which time the rate will adjust from the original index of 1.25% above New York Prime to the new index of equal to New York Prime and be adjustable annually thereafter. All other loan terms will remain the same. Eff. 04.02.2025.

Section 2. That the Staff and Officers of the Authority are hereby authorized to amend any and all loan documents as necessary to reflect the aforementioned amendments.

Section 3. That except as amended herein, the Bond and other loan documents are hereby confirmed in all other respects.

Section 4. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

Passed and approved on this 2<sup>nd</sup> day of April 2025.

---

Jennifer Cooper, Board Chairperson

ATTEST:

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Deborah Durham, Secretary

(Seal)

**RESOLUTION**  
**AG 23-014M**

A Resolution amending an Agricultural Development Revenue Bond.

WHEREAS, the Iowa Agricultural Development Authority, or its successor, the Iowa Finance Authority (the “Authority”), heretofore took action to authorize the issuance of an Agricultural Development Revenue Bond, Project No. AG 23-014 (the “Bond”) pursuant to Resolution B relating thereto (the “Bond Resolution”) for the purpose of financing the acquisition of the Project (as defined in the Bond Resolution) by the Beginning Farmer (as defined in the Bond Resolution); and

WHEREAS, the Beginning Farmer has requested to release collateral on the Bond.

NOW, THEREFORE, Be It Resolved by the Iowa Finance Authority, as follows:

Section 1. The Authority hereby approves releasing the following collateral from the Promissory Note and Bond and all supporting documents: Security Agreement dated September 12, 2022. All other loan terms will remain the same. Eff. 04.02.2025.

Section 2. That the Staff and Officers of the Authority are hereby authorized to amend any and all loan documents as necessary to reflect the aforementioned amendments.

Section 3. That except as amended herein, the Bond and other loan documents are hereby confirmed in all other respects.

Section 4. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

Passed and approved on this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)

**RESOLUTION**  
**AG-TC 25-02**

WHEREAS, the Iowa Finance Authority (the “Authority”), in accordance with the statutory directives set forth in Chapter 16 of the Code of Iowa, has established the Iowa Agricultural Development Division (“IADD”) to administer the Beginning Farmer Tax Credit Program; and

WHEREAS, the Authority offers tax credits under the Beginning Farmer Tax Credit Program as a means of encouraging the execution of assets transfer agreements with beginning farmers; and

WHEREAS, the Authority has received applications seeking tax credit allocations from the Beginning Farmer Tax Credit Program; and

WHEREAS, the IADD has determined the applications meet the eligibility requirements of Chapter 16; and

WHEREAS, the IADD Board has recommended approval of the tax credit applications set forth on Exhibit A; and

WHEREAS, the Authority desires to authorize the allocation of tax credits set forth on Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Iowa Finance Authority as follows:

SECTION 1. The Board authorizes the Executive Director to execute and deliver for and on behalf of the Authority any and all certificates, documents, opinions or other papers and perform all other acts as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

SECTION 2. The Board authorizes allocating tax credits to the asset owners set forth on Exhibit A, attached hereto, against taxes imposed in chapter 422, division II, as provided in section 422.11M, and in chapter 422, division III, as provided in section 422.33, and such other restrictions as may be deemed necessary and appropriate by the Executive Director.

SECTION 3. The Board authorizes the Executive Director to certify said tax credits in the manner deemed necessary and appropriate by the Executive Director, subject to the terms and conditions of this Resolution.

SECTION 4. The provisions of this Resolution are declared to be separable, and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

SECTION 5. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED this 2<sup>nd</sup> day of April 2025.

\_\_\_\_\_  
Jennifer Cooper, Board Chairperson

ATTEST:

\_\_\_\_\_  
Deborah Durham, Secretary

(Seal)



## MEMORANDUM

To: Iowa Finance Authority Board of Directors  
From: Aaron Smith, Chief Bond Programs Director (515) 452-0461  
Date: April 2, 2025  
Subject: Selected Consent Agenda Items for the April 2025 IFA Board Meeting

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### WATER QUALITY

#### WQ 25-06 – State Revolving Fund Planning and Design Loans

##### *Overview*

Iowa Finance Authority (“IFA” or “Authority”), in accordance with the statutory directives set forth in Chapter 16 of the Code of Iowa and sections 455B.291 through and including 455B.299 of the Code of Iowa, works with the Iowa Department of Natural Resources (the “Department”) to administer the Iowa Water Pollution Control Works Financing Program and the Iowa Drinking Water Facilities Financing Program (collectively, the “SRF Program”).

IFA offers loans through the SRF Program for planning and design expenses associated with clean water and drinking water projects (“Planning and Design Loans” or “P&D Loans”).

##### *Loan Terms*

P&D Loans have 0% interest and no payments due for up to 3 years to help communities with the costs during the planning and design phase of their wastewater or drinking water project. They are not assessed initiation or servicing fees.

##### *Loan Approval*

Staff recommends approval of an SRF Planning & Design Loan totaling **\$1,184,000** for the project listed in Exhibit WQ 25-06.

With approval, the Board authorizes the Authorized Officer to execute and deliver for and on behalf of the Authority any and all certificates, documents, opinions or other papers and perform all other acts as may be deemed necessary or appropriate. Further, the Authorized Officer will be authorized to fund said loan from funds held under the SRF Program, all in the manner deemed necessary and appropriate by the Authorized Officer.

**Action: Approval of WQ 25-06, SRF Planning and Design Loans, using funds held under the SRF Program, made to the communities listed on Exhibit WQ 25-06 hereto in amounts listed on Exhibit WQ 25-06 hereto at 0% interest for a term of not longer than 3 years and subject to any other terms the Director and IFA staff deem necessary.**

**EXHIBIT WQ 25-06****SRF Planning & Design Loans**

<b>Borrower</b>	<b>County</b>	<b>Population</b>	<b>Amount</b>	<b>Program</b>	<b>Description</b>
<b>Clinton</b>	Clinton	24,469	\$1,184,000	CW	Bio-Gas Capture
			<b>\$1,184,000</b>		

**WQ 25-07 – State Revolving Fund Construction Loans***Overview*

Iowa Finance Authority (“IFA” or “Authority”), in accordance with the statutory directives set forth in Chapter 16 of the Code of Iowa and sections 455B.291 through and including 455B.299 of the Code of Iowa, works with the Iowa Department of Natural Resources (the “Department”) to administer the Iowa Water Pollution Control Works Financing Program and the Iowa Drinking Water Facilities Financing Program (collectively, the “SRF Program”).

IFA offers low-interest loans through the SRF Program as a means of financing all or part of the construction of certain drinking water or wastewater treatment facilities (“Construction Loans”).

*Loan Terms*

The terms of each loan, including the not to exceed principal amount, not to exceed interest rate, and maturity date are detailed in the table in [Exhibit WQ 25-07](#). Additionally, any other restrictions deemed necessary and appropriate by the Director, Chief Financial Officer, Chief Operating Officer, or Chief Bond Programs Director of the Authority (each an “Authorized Officer”).

As of April 1, 2025, the interest rate for standard term tax-exempt SRF Construction Loans is 2.84%<sup>1</sup>. This is calculated as 75% of the average daily Bloomberg BVAL Tax Exempt General Obligation Municipal AAA 20-year yield during the month of March 2025 (the “Base Interest Rate”). The interest rate for standard term taxable SRF loans is determined similarly, using the daily Bloomberg BVAL Taxable General Obligation Municipal AAA 20-year yield as the reference rate.

Additionally, SRF Construction Loans are assessed a loan servicing fee equal to 0.25% per annum of the outstanding principal amount of the loan, paid semiannually.

*Loan Approval*

Staff recommends approval of SRF Construction Loans totaling **\$15,231,000** for the projects listed in [Exhibit WQ 25-07](#), each having met the requirements of the SRF Program and approved by the Department.

Upon approval, the Board authorizes the Authorized Officer to execute and deliver for and on behalf of the Authority any and all certificates, documents, opinions, or other papers and perform all other acts as may be deemed necessary or appropriate. Further, the Authorized Officer is authorized to fund the loan from funds held under the SRF Program, all in the manner deemed necessary and appropriate by the Authorized Officer.

<sup>1</sup> SRF Construction Loan interest rates for loans closing in Q4 FY 2025 (April 1 to June 30) were calculated on April 1. Exhibit WQ 25-07 has been updated to reflect the new interest rate.



**Action:** Approval of WQ 25-07, SRF Construction Loans, using funds held under the SRF Program, made to the communities listed on Exhibit WQ 25-07 hereto in amounts, at interest rates, for and terms not to exceed those listed on Exhibit WQ 25-07 hereto and subject to any other terms the Director and IFA staff deem necessary.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT WQ 25-07****SRF Construction Loans**

<b>Borrower</b>	<b>County</b>	<b>Population</b>	<b>Amount</b>	<b>Tax Status</b>	<b>Interest Rate<sup>2</sup></b>	<b>Pledge</b>	<b>Term (years)</b>	<b>Program</b>	<b>Project Description</b>
<b>Bode</b>	Humboldt	302	\$970,000	Tax Exempt	2.84%	Revenue	20	CW	Treatment Improvements
<b>Coralville</b>	Johnson	22,318	\$3,120,000	Tax Exempt	2.84%	Revenue	20	DW	Source Improvements
<b>Greenfield Plaza-Hills of Coventry SD</b>	Warren	1,745	\$1,300,000	Tax Exempt	2.84%	GO	20	CW	Transmission Improvements
<b>Lansing</b>	Allamakee	968	\$534,000	Tax Exempt	2.84%	GO	20	CW	Transmission Improvements
<b>Manson</b>	Calhoun	1,709	\$8,167,000	Tax Exempt	2.84%	Revenue	20	DW	Source Improvements
<b>Oxford Junction</b>	Jones	424	\$1,029,000	Tax Exempt	2.84%	Revenue	20	CW	Treatment Improvements
<b>Somers</b>	Calhoun	128	\$111,000	Tax Exempt	2.84%	Revenue	20	DW	Treatment Improvements
			<b>\$15,231,000</b>						

<sup>2</sup> SRF Construction Loan interest rates for loans closing in Q4 FY 2025 (April 1 to June 30) was calculated on April 1.

## MEMORANDUM

To: Iowa Finance Authority Board of Directors  
From: Aaron Smith, Chief Bond Programs Director (515) 452-0461  
Date: April 2, 2025  
Subject: Private Activity Bonds for the April 2025 IFA Board Meeting

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### PRIVATE ACTIVITY BOND PROGRAM

#### PAB 21-01 – TWG Davenport Project

This resolution authorizes amendments to the bond documents relating to Iowa Finance Authority's Multifamily Housing Revenue Bonds (TWG Davenport Project), Series 2021A and Series 2021C. TWG Davenport, LP (the "Borrower") intends to securitize the Series A and C Bonds. The terms and provisions in the Amended and Restated Bond Financing Agreement, including an interest rate cap, will satisfy requirements by Freddie Mac in connection with the securitization the underlying loan.

**Action: Approval of Resolution PAB 21-01B-1.**

#### PAB 25-03 – Pella Regional Health Center Project

This is a resolution authorizing the reissuance of not to exceed \$44,000,000 Iowa Finance Authority Multifamily Health Facilities Revenue Bonds for Pella Regional Health Center ("PRHC" or the "Borrower"). The project consists of additions to the existing hospital and attached medical office building of PRHC, including a new Cancer Center, totaling approximately 63,404 square feet.

**Action: Approval of Resolution PAB 25-03B.**

## **RESOLUTION PAB 21-01B-1**

Resolution authorizing the execution of an Amended and Restated Bond Financing Agreement relating to the Authority's Multifamily Housing Revenue Bonds (TWG Davenport Project), Series 2021A and Series 2021C

WHEREAS, the Iowa Finance Authority (the "Authority") is a public instrumentality and agency of the State of Iowa established and empowered by the provisions of Chapter 16 of the Code of Iowa, as amended (the "Act"), to issue its revenue bonds to be used to defray the cost of acquiring, constructing, improving and equipping multifamily housing projects described in the Act; and

WHEREAS, at the request of TWG Davenport, LP (the "Borrower") the Authority has previously issued its \$15,900,000 Multifamily Housing Revenue Bonds (TWG Davenport Project), Series 2021A (the "Series 2021A Bonds") and its \$2,100,000 Multifamily Housing Revenue Bonds (TWG Davenport Project), Series 2021C (the "Series 2021C Bonds" and, together with the Series 2021A Bonds, the "Bonds") pursuant to a Bond Financing Agreement dated as of December 1, 2021 (the "Original Bond Financing Agreement") among the Authority, the Borrower and Cedar Rapids Bank and Trust Company, as Purchaser (the "Purchaser"), pursuant to which the proceeds of the Bonds were loaned to the Borrower for the purposes of financing the costs of an exempt facility bond, for a qualified residential rental facility as described in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended, located at 500 LeClaire Street, Davenport, Scott County, Iowa, funding interest during construction, and paying for costs associated with the issuance of the Bonds (collectively the "Project"); and

WHEREAS, the Borrower and the Purchaser have requested that the Authority enter into an Amended and Restated Bond Financing Agreement (the "Amended and Restated Bond Financing Agreement") among the Authority, the Borrower and the Purchaser, in order to amend and supplement certain terms and provisions of the Original Bond Financing Agreement in order to securitize the underlying loan, including entering into an interest rate cap relating to the Bonds.

NOW, THEREFORE, be it resolved by the Iowa Finance Authority, as follows:

Section 1. Amended and Restated Bond Financing Agreement. The Amended and Restated Bond Financing Agreement is hereby approved in substantially the form submitted to the Board with such variations therein as may be made at the time of execution thereof as approved by the Director, the Chief Financial Officer, the Chief Operating Officer or the Chief Bond Programs Director (each an "Authorized Officer"), and counsel to the Authority, and any Authorized Officer is hereby authorized and directed to execute and deliver the Amended and Restated Bond Financing Agreement in the name and on behalf of the Authority.

Section 2. Further Actions. Any Authorized Officer is hereby authorized and directed to take such further actions as may be necessary to effectuate the intent and purpose of this Resolution, including but not limited to, accepting, acknowledging, and consenting to revisions or amendments to, or restatements of, any other documents relating to the Amended and Restated Bond Financing Agreement.

Section 3. Execution of Documents. Any Authorized Officer is authorized to execute and deliver for and on behalf of the Authority any and all agreements, certificates, documents or other papers and perform all other acts and the execution of all closing documents, including any required tax forms necessary to maintain the tax exemption on the Bonds, as may be approved by counsel to the Authority, and the acceptance of any documentation evidencing indemnification of the Authority by the Borrower in connection with the transaction contemplated hereby as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. Limited Obligations. The Bonds shall remain limited obligations of the Authority, secured pursuant to and in accordance with the provisions of, and payable solely from the proceeds of the Bonds and the revenues pledged to the payment thereof pursuant to, the Original Loan Agreement, as amended by the Amended and Restated Bond Financing Agreement. The Bonds, the interest thereon and any other payments or costs incident thereto do not constitute an indebtedness or a loan of the credit of the Authority, the State of Iowa or any political subdivision of the State of Iowa within the meaning of any constitutional or statutory provisions. The Authority does not pledge its faith or credit nor the faith or credit of the State of Iowa nor any political subdivision of the State of Iowa to the payment of the principal of, the interest on or any other payments or costs incident to the Bonds. The Bonds and the execution of any documents in relation thereto do not directly, indirectly or contingently obligate the State of Iowa or any political subdivision of the State of Iowa to apply money from or levy or pledge any form of taxation whatever to the payment of the principal of or interest on the Bonds or any other payments or costs incident thereto. The Authority has no taxing power.

Section 5. Repealer. All resolutions, parts of resolutions and prior actions of the Authority in conflict herewith, are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon its adoption.

Passed and approved on this 2<sup>nd</sup> day of April, 2025.

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Jennifer A. Cooper, Chairperson

ATTEST:

(SEAL)

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Deborah Durham, Secretary

## RESOLUTION PAB 25-03B

Authorizing the Issuance of not to exceed \$44,000,000  
Iowa Finance Authority Health Facilities Revenue Bonds  
(Pella Regional Health Center Project), in one or more series

Resolution authorizing the issuance of not to exceed \$44,000,000 Iowa Finance Authority Health Facilities Revenue Bonds (Pella Regional Health Center Project), in one or more series, a portion of which may be taxable, for the purpose of making a loan to assist the borrower in the acquisition, construction and equipping of a project; authorizing the execution and delivery of certain financing documents pertaining to the project; authorizing an assignment of certain financing documents for further securing the payment of the bonds; authorizing the sale of the bonds; authorizing the appointment of a trustee; and related matters.

WHEREAS, the Iowa Finance Authority, a public instrumentality and agency of the State of Iowa (the “State”) duly organized and existing under and by virtue of the Constitution and laws of the State (the “Authority”) is authorized and empowered by Chapter 16 of the Code of Iowa, (the “Act”) to issue revenue bonds to be used to pay all or a portion of the cost of acquiring, constructing, improving and equipping certain projects described in the Act including facilities for an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) which is exempt from federal income tax under section 501(a) of the Code; and

WHEREAS, the Authority has been requested by Pella Regional Health Center (the “Borrower”) to issue not to exceed \$44,000,000 Iowa Finance Authority Health Facilities Revenue Bonds (Pella Regional Health Center Project), in one or more series, a portion of which may be taxable (the “Bonds”), for the purpose of loaning the proceeds thereof to the Borrower to finance the costs of constructing, remodeling, improving and equipping additions and improvements to the Borrower’s hospital facilities located at 404 Jefferson Street and 405 Monroe Street, Pella, Iowa 50219, including a new cancer center, a new medical office building with an enclosed two-story connecting link with the existing medical office building, and other building and site improvements, funding any necessary reserve funds, and paying for costs associated with the issuance of the Bonds (collectively the “Project”); and

WHEREAS, the Authority on the 5<sup>th</sup> day of March, 2025 has heretofore approved an application, attached hereto as Exhibit A, of the Borrower requesting the approval of the Project; and

WHEREAS, pursuant to published notice of intention (a copy of which notice is attached hereto as Exhibit B) the Authority has conducted a public hearing on the 2<sup>nd</sup> day of April, 2025 at 8:30 a.m. on a proposal to issue the Bonds in an amount not to exceed \$44,000,000 to finance the Project as required by Section 147 of the Code and this Board has deemed it to be in the best interests of the Authority that the Bonds be issued as proposed; and

WHEREAS, it is necessary and advisable that provisions be made for the issuance of Bonds in the aggregate principal amount of not to exceed \$44,000,000 as authorized and permitted by the

Act to finance the funding of the Project and the costs incurred in connection with the foregoing; and

WHEREAS, the Bonds are to be issued pursuant to the provisions of a Trust Indenture (the “Indenture”) between the Authority and U.S. Bank Trust Company, National Association or another trustee selected by the Borrower and approved by an Authorized Officer (defined herein) (the “Trustee”); and

WHEREAS, the Authority will loan the proceeds of the Bonds to the Borrower pursuant to the provisions of a Loan Agreement (the “Loan Agreement”) between the Authority and the Borrower; and

WHEREAS, the Borrower has arranged for the sale of the Bonds to Piper Sandler & Co. (the “Underwriter”) pursuant to a Bond Purchase Agreement among the Borrower, the Authority and the Underwriter (the “Bond Purchase Agreement”);

NOW, THEREFORE, Be It Resolved by the Board of the Authority, as follows:

Section 1. Qualified Project. It is hereby determined that the financing of the Project and the payment of costs related thereto, all as described in the initial approved application, Exhibit A, qualifies under the Act for financing with the proceeds of the Bonds and will promote those public purposes outlined in the Act.

Section 2. Costs. The Authority shall proceed with the sale and issuance of the Bonds and the Authority shall defray all or a portion of the cost of the Project by issuing the Bonds and loaning the proceeds of the sale of the Bonds to the Borrower.

Section 3. Public Hearing. At the public hearing conducted by the Authority in accordance with the provisions of Section 147(f) of the Code, pursuant to published notice, all persons who appeared were given an opportunity to express their views for or against the proposal to issue the Bonds and the Authority has determined to proceed with the necessary proceedings relating to the issuance of the Bonds.

Section 4. Trustee. U.S. Bank Trust Company, National Association or another trustee selected by the Borrower and approved by the Director, the Chief Financial Officer, the Chief Operating Officer or the Chief Bond Programs Director (each, an “Authorized Officer”) is hereby appointed Trustee under the Indenture and the form and content of the Indenture, the provisions of which are incorporated herein by reference, and the assignment of the Authority’s rights and interest in and to the Loan Agreement (with certain exceptions as stated in the Indenture), be and the same hereby are in all respects authorized, approved and confirmed, and any Authorized Officer is authorized, empowered and directed to execute and deliver the Indenture for and on behalf of the Authority to the Trustee for the security of the Bonds and the interest thereon, including necessary counterparts in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall be approved by counsel to the Authority, and that from and after the execution and delivery of the Indenture, any Authorized Officer is authorized, empowered and directed to do all such acts and things and to

execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed.

Section 5. Bonds Authorized. In order to acquire, construct, improve and equip the Project, the Bonds shall be and the same are hereby authorized and ordered to be issued by the Authority pursuant to the Indenture in substantially the form as has been presented to and considered at this meeting and containing substantially the terms and provisions set forth therein, the Bonds actually issued to be in a principal amount not exceeding \$44,000,000 and to bear interest at rates as determined by the Borrower and the Underwriter which rates shall result in a net interest cost not to exceed 7.00% per annum on or prior to the date of issuance and delivery of such Bonds, and the execution and delivery thereof by the Chairperson and Secretary shall constitute approval thereof by the Authority. The Chairperson and Secretary are hereby authorized and directed to approve such principal amount and interest rates for the Bonds, within the foregoing limits, by and on behalf of the Authority, and to execute by facsimile signature, seal and deliver the Bonds to the Trustee for authentication.

Section 6. Loan Agreement. The Authority shall loan the proceeds of the Bonds to the Borrower pursuant to the Loan Agreement and the form and content of the Loan Agreement, the provisions of which are incorporated herein by reference, be authorized, approved and confirmed. Any Authorized Officer is authorized and directed to execute and deliver the Loan Agreement, but with such changes, modifications, additions or deletions therein as shall be approved by counsel to the Authority and that from and after the execution and delivery of the Loan Agreement, any Authorized Officer is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

Section 7. Purchase of Bonds. The sale of the Bonds to the Underwriter subject to the terms and conditions set forth in the Bond Purchase Agreement, is authorized, approved and confirmed, and that the form and content of the Bond Purchase Agreement is authorized, approved and confirmed. Any Authorized Officer is authorized and directed to execute and deliver the Bond Purchase Agreement in substantially the form before this meeting, in all respects, but with appropriate insertions and revisions to reflect marketing of the Bonds and revisions approved by counsel to the Authority.

Section 8. Execution of Documents. Any Authorized Officer is authorized to execute and deliver for and on behalf of the Authority any and all additional agreements, certificates, documents, opinions or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a security interest on the properties and revenues pledged or assigned under the Loan Agreement, and the execution of all closing documents as may be required by bond counsel and approved by counsel to the Authority, and the acceptance of any documentation evidencing indemnification of the Authority by Borrower in connection with the transactions contemplated hereby) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 9. Use of Official Statement. The use by the Underwriter of a document used to market the Bonds (the "Official Statement"), in connection with the sale of the Bonds is hereby



authorized and approved, subject to approval by counsel to the Authority; provided such authorization and approval shall not be deemed to include authorization and approval of information contained in such Official Statement other than information describing the Authority or its litigation, and only as the same relates to the Authority, but nothing contained in this Resolution shall be construed as prohibiting or limiting the Underwriter and the Borrower from including such information as they reasonably deem appropriate. The Official Statement as of its date will be, by approval thereof by an Authorized Officer, deemed final by the Authority within the meaning of Rule 15c2-12(b)(1) of the Securities and Exchange Commission and any Authorized Officer is authorized to execute and deliver such certificates as required to indicate such approval and to comply with SEC Rule 15c2-12 in connection with the offer, sale and issuance of the Bonds.

Section 10. Payments Under the Loan Agreement. The Loan Agreement requires the Borrower in each year to pay amounts as loan payments sufficient to pay the principal of, premium, if any, and interest on the Bonds when and as due, and the payment of such amounts by the Borrower to the Trustee pursuant to the Loan Agreement is hereby authorized, approved and confirmed.

Section 11. Limited Obligations. The Bonds shall be limited obligations of the Authority, payable solely out of the loan payments required to be paid by the Borrower pursuant to and in accordance with provisions of the Loan Agreement and as provided in the Indenture, and are secured pursuant to and in accordance with provisions of the Loan Agreement. The Bonds, the interest thereon and any other payments or costs incident thereto do not constitute an indebtedness or a loan of the credit of the Authority, the State or any political subdivision of the State within the meaning of any constitutional or statutory provisions. The Authority does not pledge its faith or credit nor the faith or credit of the State nor any political subdivision of the State to the payment of the principal of, the interest on or any other payments or costs incident to the Bonds. The issuance of the Bonds and the execution of any documents in relation thereto do not directly, indirectly or contingently obligate the State or any political subdivision of the State to apply money from or levy or pledge any form of taxation whatever to the payment of the principal of or interest on the Bonds or any other payments or costs incident thereto. The Authority has no taxing power.

Section 12. Severability. The provisions of this Resolution are declared to be separable, and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 13. Repealer. All resolutions, parts of resolutions or prior actions of the Authority in conflict herewith are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon adoption.

Section 14. Application of Uniform Electronic Transactions Act. This Resolution and all documents related hereto or referenced herein may be executed and entered into as provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Passed and approved this 2<sup>nd</sup> day of April, 2025.

ATTEST:

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Deborah Durham, Secretary

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Jennifer A. Cooper, Chairperson

(SEAL)

## EXHIBIT A

### Initial Approved Application

A copy of the Application will also be available at the Board meeting or may be obtained by fax by calling Aaron Smith of the Iowa Finance Authority at (515) 452-0461.

# Private Activity Bond Application



Deborah Durham, Director  
1963 Bell Avenue, Suite 200  
Des Moines, Iowa 50315  
(515) 452-0400 – (800) 432-7230

FOR IFA USE ONLY	
Project Number:	PAB 25-03
Date Received:	2/21/2025
Fee Received:	
Amount of Request:	\$44,000,000

## Part A – Applicant Information

### Borrower Details

Borrower’s Name:	Pella Regional Health Center		
Street Address:	404 Jefferson St.		
City, State, Zip:	Pella, IA 50219		
Point of Contact:	Bruce Heifner	Title:	Chief Financial Officer
Phone Number:	(641) 628-6603	Email:	bheifner@pellahealth.org

### Organizational Information

Corporate Structure:   ☐ S Corporation   ☐ C Corporation   ☐ Partnership   ☒ 501(c)(3)   ☐ Other

*If Borrower is a nonprofit corporation, provide copy of IRS determination letter or date of application for determination letter and state purpose.*

Date of Incorporation:	9/18/2012	State of Incorporation:	Iowa
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*Principals*  
*If a partnership, list partners; if a corporation, list officers/directors and state of incorporation; if a nursing facility, list directors and principal staff. Attach separate list if necessary.*

Bob Kroese – CEO

Bruce Heifner – CFO and CIO

Lezlie Morris – COO

Dr. Craig Wittenberg – CMO

Jody Van Veen, MSN, RN – CNO

Board Members:

Randy Stravers: Board President

Jim Brandl: Vice President

Kathy Cashen Thompson: Secretary

Travis Turnbull: Treasurer

Brianne Schulte: Board Director

Chad Huyser: Board Director

Trixanna Wang: Board Director

Paul Jones: Board Director

*Stephen Barnes, DO: Board Director*  
*Craig Wittenberg, MD: Board Director*  
*S. Doug Kanis, MD: Board Director*

**Please confirm:**

- ☒ Borrower currently qualified to transact business within the State of Iowa.
- ☐ Is state certificate of need required? *If yes, attach a copy.*

Part B – Project Information

This Project qualifies for financing pursuant to the Private Activity Bond Program as land, buildings, or improvements suitable for use as one of the following facilities (check one).

- ☒ 501(c)(3) entity (please identify):
  - ☐ Private college or university
  - ☐ Housing facility for elderly or disabled persons
  - ☐ Museum or library facility
  - ☒ Voluntary nonprofit hospital, clinic or health care facility as defined in Section 135C.1(8) of the Iowa Code. Please specify: \_\_\_\_\_ Nonprofit Hospital\_\_\_\_\_
  - ☐ Other 501(c)(3) entity. Please specify: \_\_\_\_\_
- ☐ Agricultural processing facility
- ☐ Manufacturing facility
- ☐ Multifamily housing
- ☐ Solid waste facility

Location of the Project

Street Address:	404 Jefferson Street		
City:	Pella	County:	Marion
State:	Iowa	Zip Code:	50219

General Description of the Project

The project master plan provides new additions to the existing hospital and attached medical office building of Pella Regional Health Center (PRHC). The project provides a connecting link from the existing Medical Office Building to a new Medical Office Building (MOB) as well as a new Cancer Center.

The new Cancer Center brings radiation oncology to the Southeastern Iowa region of Marion County and surrounding areas. The building is a total of three stories with the main level providing radiation oncology services with a linear accelerator, as well as PET/CT imaging services. The second story of the cancer center will initially be shelled with a plan to move Medical Oncology to this location in the future. The third story is mechanical and electrical space for the Cancer Center, as well as the new MOB. Having the ability to move our current medical oncology to the new shelled space in the future will allow for growth of our current perioperative area as we continue to add more surgical specialties.

The new MOB will be connected to the current MOB through an enclosed two-story connecting link. The main entrance to the MOB will be centrally located to allow patients to check in and then traverse to the primary care MOB or to the specialty MOB. The new building will include two x-ray suites to support the orthopedic group, walk-in clinic and primary care. This additional MOB is necessary to provide clinical space for our expanding specialty practices that include orthopedics, obstetrics/gynecology, and our walk-in clinic. The new space also provides for an expanded First Fill pharmacy to provide easy access to patients leaving either the existing or new MOB.

The Project will be financed with a combination of the proceeds of the sale of the Series 2025 Bonds and PRHC's own funds. The exterior design will be largely brick with some glass curtain walls and selected Dutch motifs, complementing the existing exteriors. The interior design will be compatible in quality to the finishes of the existing facility.

The design is for approximately 63,404 square feet of new construction (including shell space on the second level of the Cancer Center). The additional square feet are as follows:

First level MOB: 20,966 square feet  
Radiation Oncology: 9,198 square feet  
**First Floor Total: 30,164 square feet**

**Second Floor: 25,650** (includes 7,690 SF Medical Oncology shell and alternate MOB shell)

**Third Floor 7,590** square feet

**TOTAL: 63,404**

Building materials and supplies to be used in the Project and excavated soil will be temporarily stored on adjacent PRHC property.

Shive-Hattery Architecture and Engineering, Des Moines, Iowa are the architects for the Project. The total estimated cost of the Project is approximately \$50,000,000 and is expected to be completed by Fall 2026. The construction manager and constructor for the Project is Graham Construction Company, Des Moines, Iowa. Included in the estimated cost of the Project is approximately \$39,000,000 for construction, and \$11,000,000 for equipment and fees.

Total current FTEs of Applicant:

678

Number of permanent FTEs created by the Project:

63

### Parties Related to the Project

Principal User of the Project:

Pella Regional Health Center

Seller (if any) of the Project:

NA

Purchaser (if any) or Owner or Lessee of the Project:

NA

Relationship of Project Seller and Purchaser, if any:

NA

## Part C – Financing Information

Amount of Request:

Approximately \$44,000,000

Anticipated Date of Issuance:

May 1, 2025

Type of Financing:

☒ New Money ☐ Refunding

Amount for Refunding:

Type of Offering:

☒ Public ☐ Private

Does the Borrower expect to use bond proceeds to reimburse capital expenditures already made?

☐ No ☒ Yes, in the approximate amount of \$1,600,000 (There are IRS limitations on eligible reimbursable costs.)

### Sources and Uses of Project Funds

Note: Total Sources must match Total Uses.

Sources	Amount	Uses	Amount
Par Amount (plus premium)	43,622,382.70	Deposit to Project Fund	\$39,600,000
		Debt Service Reserve Fund	3,196,600
		Costs of Issuance	825,782.70

## Private Activity Bond Application

Sources		Uses	
Total Sources:	43,622,382.70	Total Uses:	43,622,382.70

*Application continues on the next page.*



## Part D – Professionals Participating in the Financing

Applications must have Bond Counsel, Borrower's Counsel, and Underwriter/Financial Institution identified.

### Bond Counsel *(an attorney hired by the Borrower to ensure the bonds can be issued on a tax-exempt basis)*

Firm Name:	Dorsey & Whitney		
Contact:	Cristina Kuhn		
Address:	801 Grand Avenue, Suite 4100		
City:	Des Moines	State:	Iowa Zip: 50309
Phone:	(515) 699-3273	Email:	Kuhn.cristina@dorsey.com

### Counsel to the Borrower

Firm Name:	Dorsey & Whitney		
Contact:	Alissa Smith		
Address:	801 Grand Avenue, Suite 4100		
City:	Des Moines	State:	Iowa Zip: 50309
Phone:	(515) 699-3267	Email:	Smith.Alissa@dorsey.com

### Underwriter or Financial Institution Purchasing the Bonds

Firm Name:	Piper Sandler & Co.		
Contact:	Todd Van Deventer		
Address:	11635 Rosewood Street		
City:	Leawood	State:	Kansas Zip: 66211
Phone:	913.345.3352	Email:	<a href="mailto:Todd.vandeventer@psc.com">Todd.vandeventer@psc.com</a>

### Counsel to the Underwriter

Firm Name:	Pierson Ferdinand LLP		
Contact:	David Reid		
Address:	5563 NW Barry Road #284		
City:	Kansas City	State:	Missouri Zip: 64154
Phone:	816.728.8635	Email:	David.reid@pierferd.com

### Trustee (if applicable)

Firm Name:	U.S. Bank Global Corporate Trust		
Contact:	Melissa Loskota		
Address:	1200 Energy Park Dr.		
City:	St. Paul	State:	Minnesota Zip: 55108
Phone:	651.466.7519	Email:	Melissa.loskota@usbank.com

## Part E – Fees and Charges

1. A non-refundable application fee must accompany this application at the time of submission to the Authority. For applications for bonds up to \$10 million, the application fee is \$1,000. For applications for bonds over \$10 million, the application fee is \$2,500. The application fee is subtracted from the Issuer's fee at closing.

Applications and the application fee payment may be mailed to the Authority at the following address:

Iowa Finance Authority  
Attention: Aaron Smith  
1963 Bell Avenue, Suite 200  
Des Moines, IA 50315

Alternatively, applications may be submitted electronically through the Authority's website, with the application fee payment sent via wire transfer to:

Wells Fargo Bank California  
ABA No. 121000248  
for further credit to Iowa Finance Authority  
Checking Account No. 3000501562  
Attention: Cindy Harris  
Reference: PAB Application Fee for [Applicant or Project Name]

2. An Issuer's fee will be due at the time of closing. The fee is 10 basis points for the first \$10 million of bonds and declines after that pursuant to the Issuer fee schedule established by the Authority. Please contact Aaron Smith at (515) 452-0461 or [aaron.smith@iowafinance.com](mailto:aaron.smith@iowafinance.com) for more information.
3. Borrower is required, and with the execution of this application agrees, to pay the fees and expenses of Dorsey & Whitney LLP, who serves as Issuer's Counsel. Bond documents should be sent to David Grossklaus ([grossklaus.david@dorsey.com](mailto:grossklaus.david@dorsey.com)) at Dorsey & Whitney LLP and Aaron Smith ([aaron.smith@iowafinance.com](mailto:aaron.smith@iowafinance.com)) at the Authority.

Signature: Bruce Heifner  
By: Bruce Heifner  
Title: CFO  
Date: 2-25-2025

## EXHIBIT B

Notification of Hearing as Published on the Authority's Website

Notice of Hearing on Iowa Finance Authority Revenue Bonds  
for Pella Regional Health Center  
for a Project located in Marion County, Pella, Iowa  
*Posted to IFA Website on March 24, 2025*

A public hearing will be held on the 2<sup>nd</sup> day of April, 2025, at the Iowa Finance Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa, at 8:30 o'clock a.m. on the proposal for the Iowa Finance Authority (the "Authority") to issue its Hospital Revenue Bonds (Pella Regional Health Center Project) in an aggregate principal amount not to exceed \$44,000,000 (the "Bonds"), in one or more series, pursuant to a plan of finance, and to loan the proceeds thereof to Pella Regional Health Center (the "Borrower"), to be used for the purpose of financing the costs of constructing, remodeling, improving and equipping additions and improvements to the Borrower's hospital facilities located at 404 Jefferson Street and 405 Monroe Street, Pella, Iowa 50219, including a new cancer center, a new medical office building with an enclosed two-story connecting link with the existing medical office building, and other building and site improvements, funding any necessary reserve funds, and paying for costs associated with the issuance of the Bonds (collectively the "Project"). The Project qualifies for financing as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended. The Borrower will be the initial owner and principal user of the Project.

The hearing will also be held telephonically and will be accessible through the following toll-free number: 1-800-532-1215; Conference ID: 401 690 921#. Written comments can be submitted to the Authority prior to the hearing date at its offices at Attn: Chief Bond Programs Director, 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315.

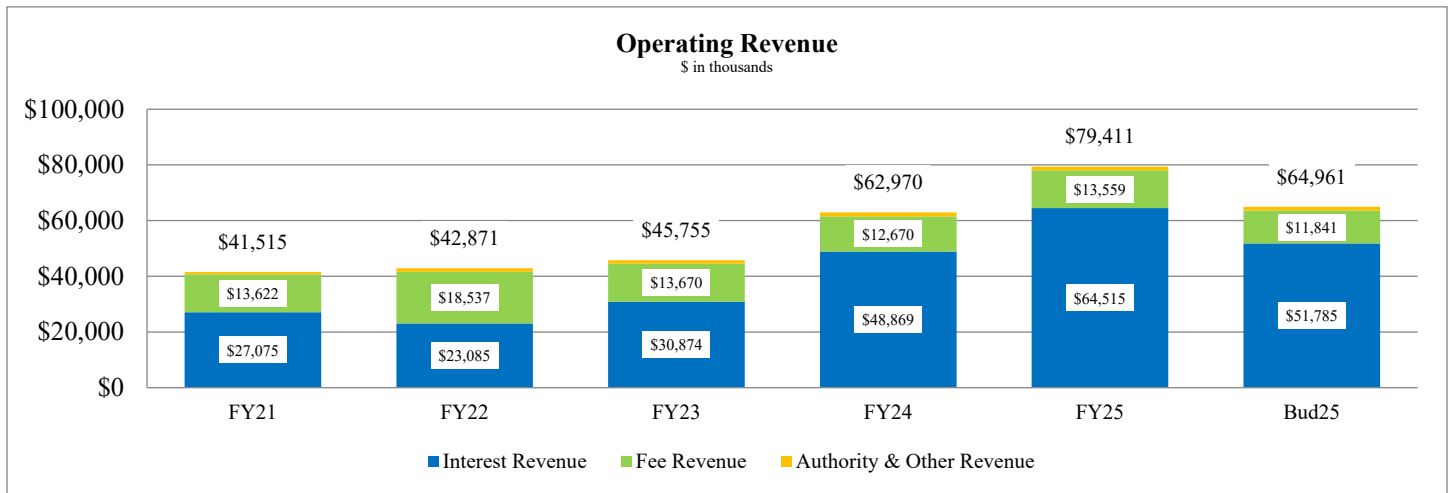
The Bonds, when issued, will be limited obligations of the Authority and will not constitute a general obligation or indebtedness of the State of Iowa or any political subdivision thereof, including the Authority, nor will they be payable in any amount by taxation, but the Bonds will be payable solely and only from amounts received from the Borrower, the obligations of which will be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when they shall become due.

At the time and place fixed for the hearing, all individuals who appear or participate by telephone will be given an opportunity to express their views for or against the proposal to issue the Bonds for the purpose of financing the Project, and all written comments previously filed with the Authority as described above will be considered.

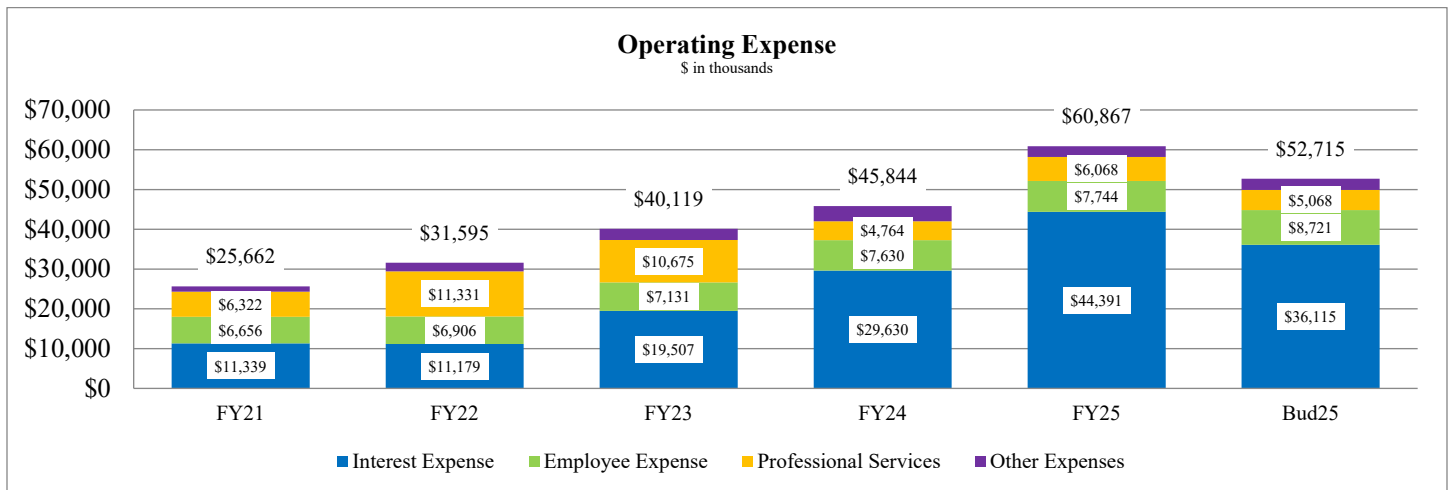
Aaron Smith  
Chief Bond Programs Director  
Iowa Finance Authority

To: IFA Board of Directors  
 From: David Morrison  
 Date: March 25, 2025  
 Re: February 2025 YTD Consolidated Financial Results

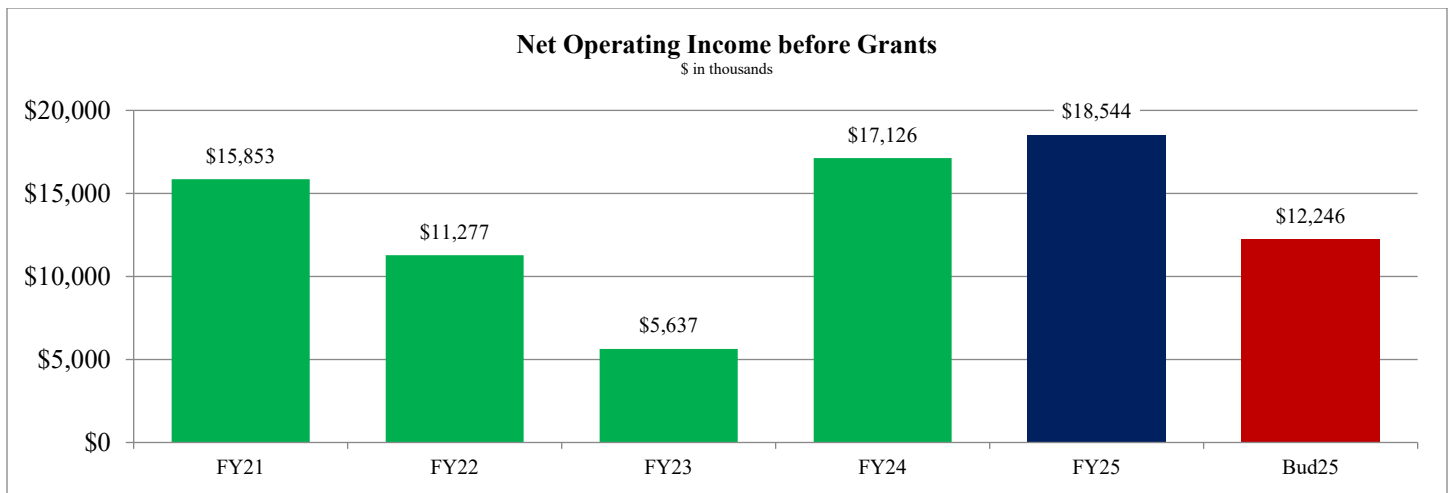
The Housing Authority operated unfavorably to budget through eight months of Fiscal Year 2025. Operating Revenues exceed budget due to higher than planned interest rates and likewise Operating Expenses exceed budget for the same reason.



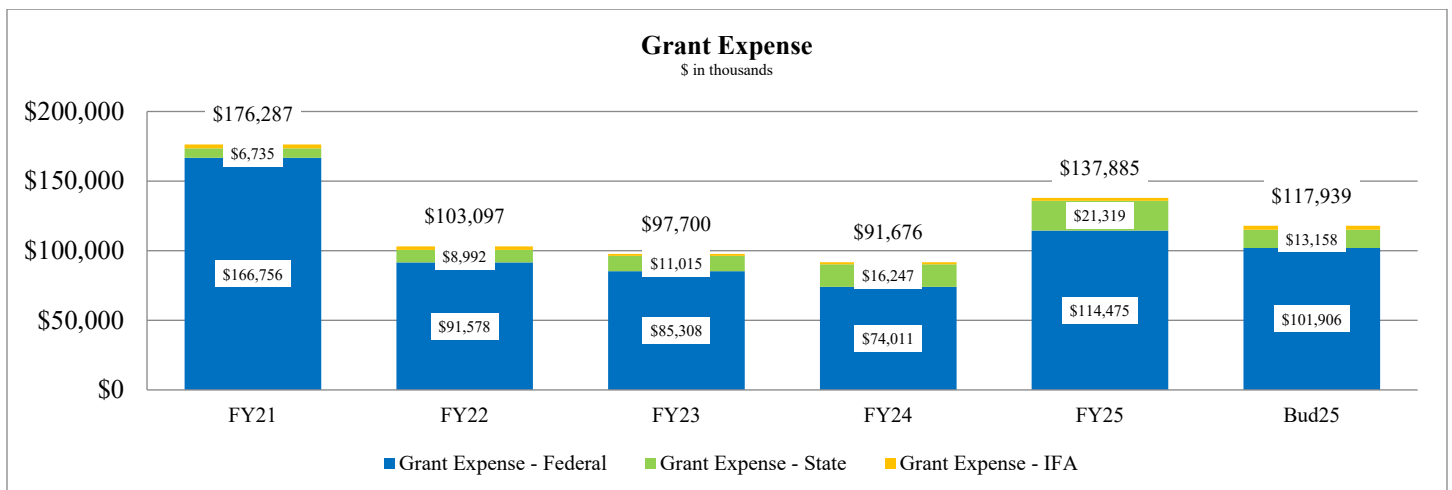
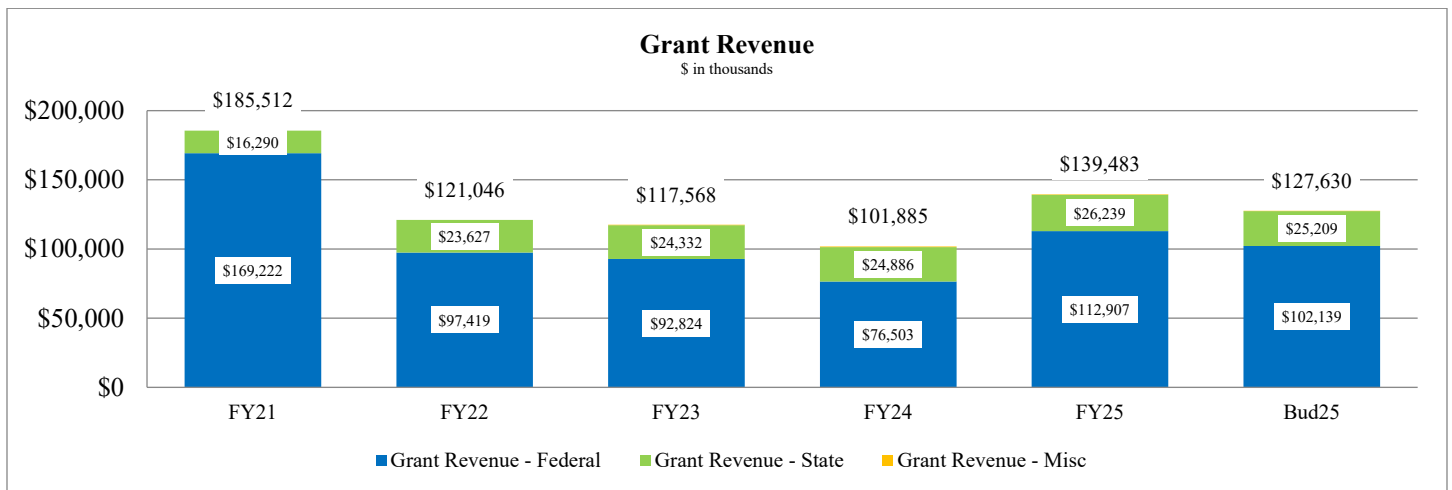
Total Operating Revenue was \$14,450 or 22.2% favorable to budget and up \$16,441 or 26.1% in comparison to the prior year. Interest Revenue earned from higher than anticipated interest earnings rates and additional cash on hand related to the Emergency Rental Assistance federal programs accounts for most of this favorable variance. Fee Revenue was up \$1,718 in comparison to budget. This is due to more Service Acquisition Revenue in the Homeownership program and higher LIHTC reservation fees.



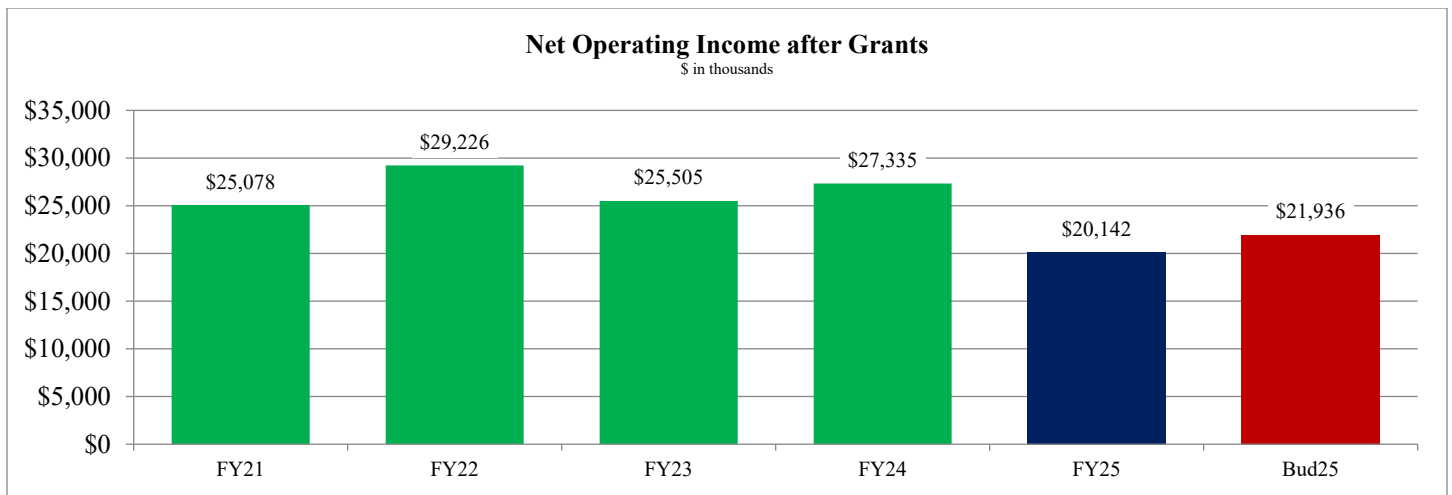
Total Operating Expense was \$8,152 or 15.5% unfavorable to budget and exceeds the prior year by \$15,023 or 32.8%. Interest Expense, Professional Services and Claims and Loss Expense are unfavorable to budget, with offsetting favorable variances in Employee and Other Expenses.



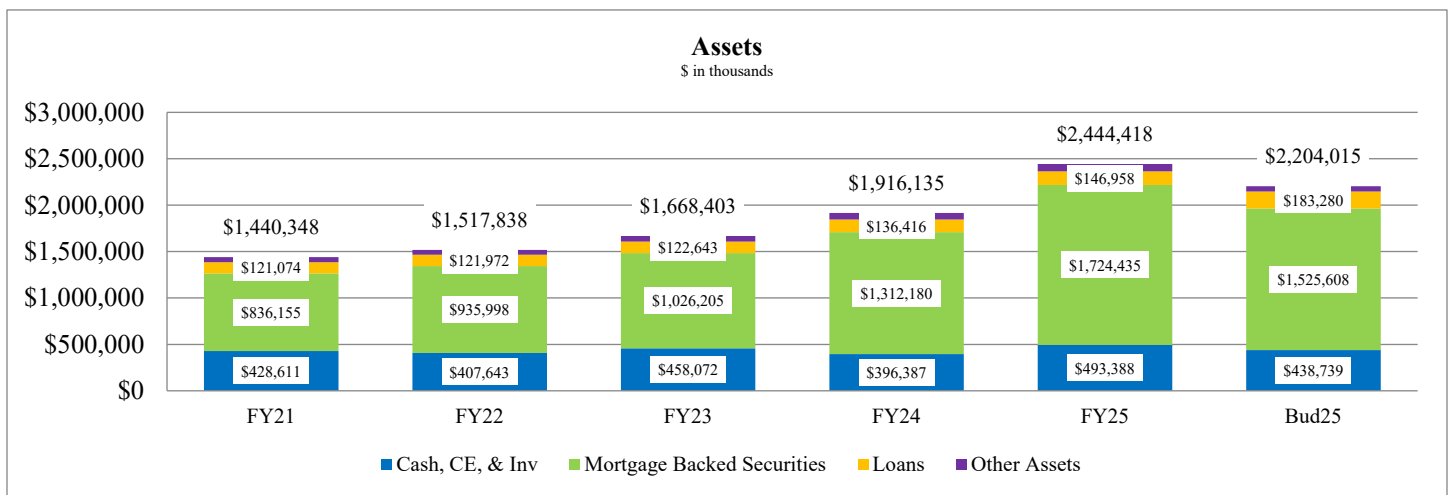
As a result, Net Operating Income before Grants (NOIBG) was \$6,298 favorable to budget and up \$1,418 in comparison to the prior year.



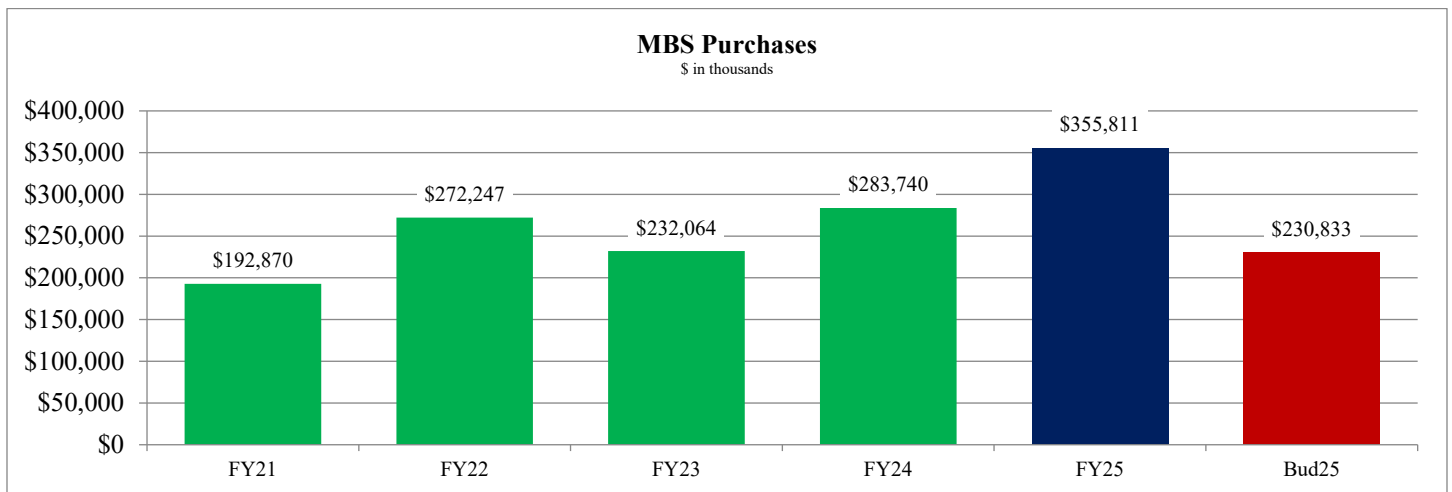
Net Grant Income was \$8,093 unfavorable to budget.



As a result, Net Operating Income after Grants (NOIAG) was \$1,794 unfavorable to budget and down \$7,193 compared to last year.

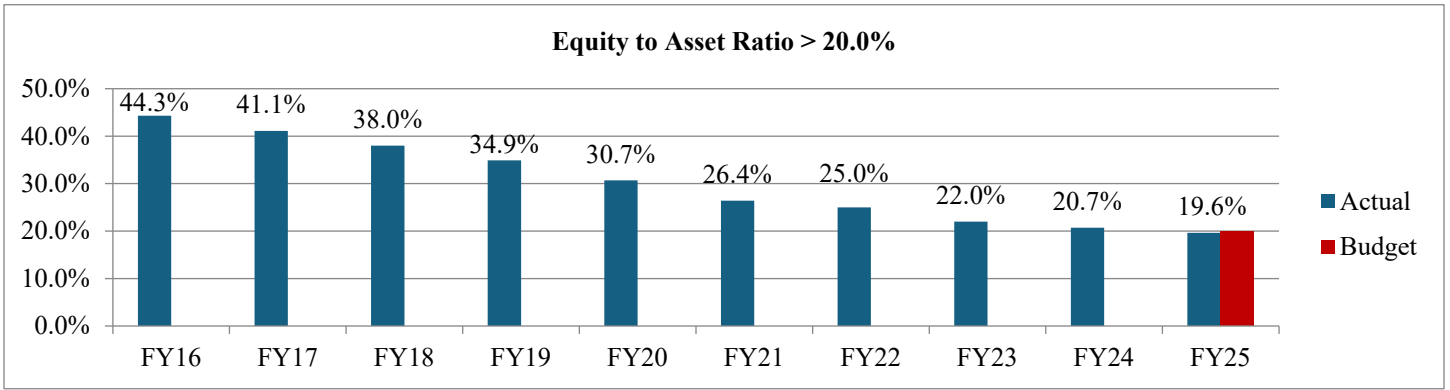


Total Assets have increased \$528,283 compared to the prior year at this time.

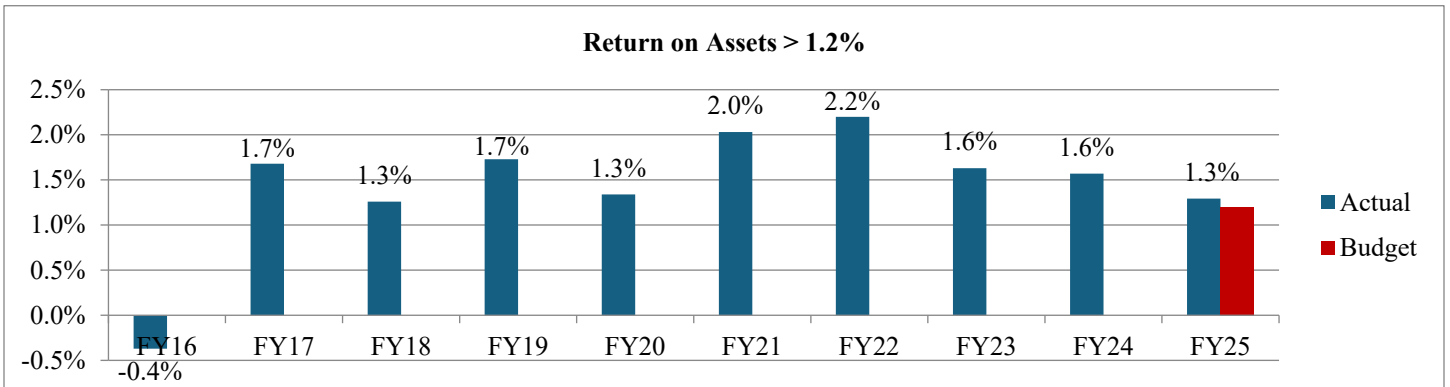


MBS purchases exceed budget by \$124,978.

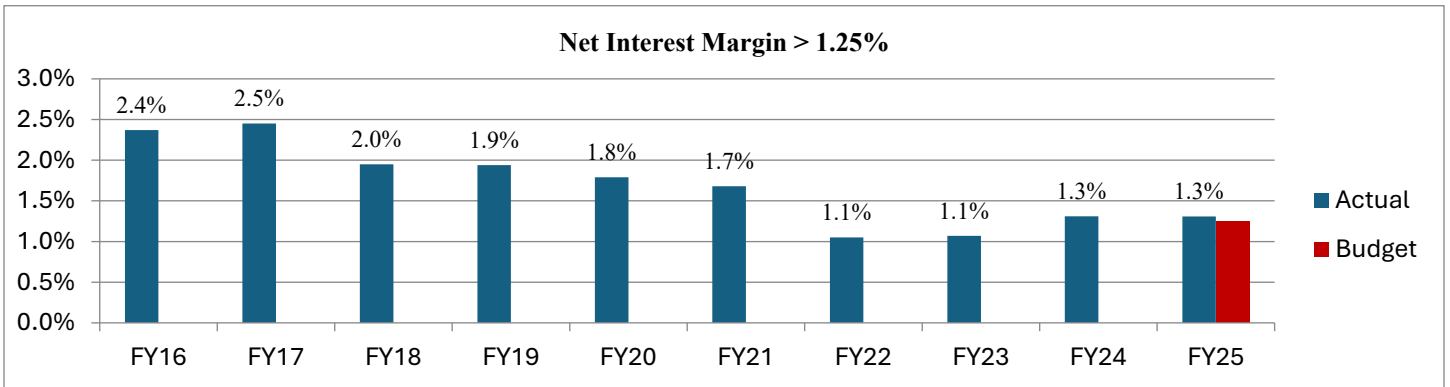
## Housing Authority Long-Term Measures



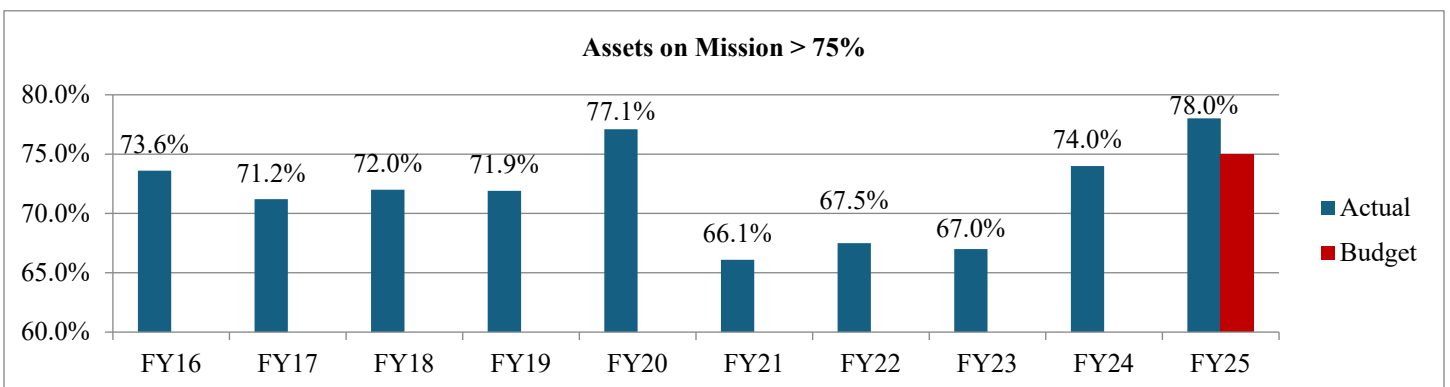
This ratio is an indicator of the Housing Authority's financial strength and ability to increase debt to acquire assets.



This ratio represents the rate of return on the Housing Authority's assets.



This is the rate of interest earned, after interest expense is deducted, on the Housing Authority's cash, cash equivalents, investments, MBS, and loans.



This ratio is the percentage of MBS and Loans (Mission Assets) to the Housing Authority's total assets.



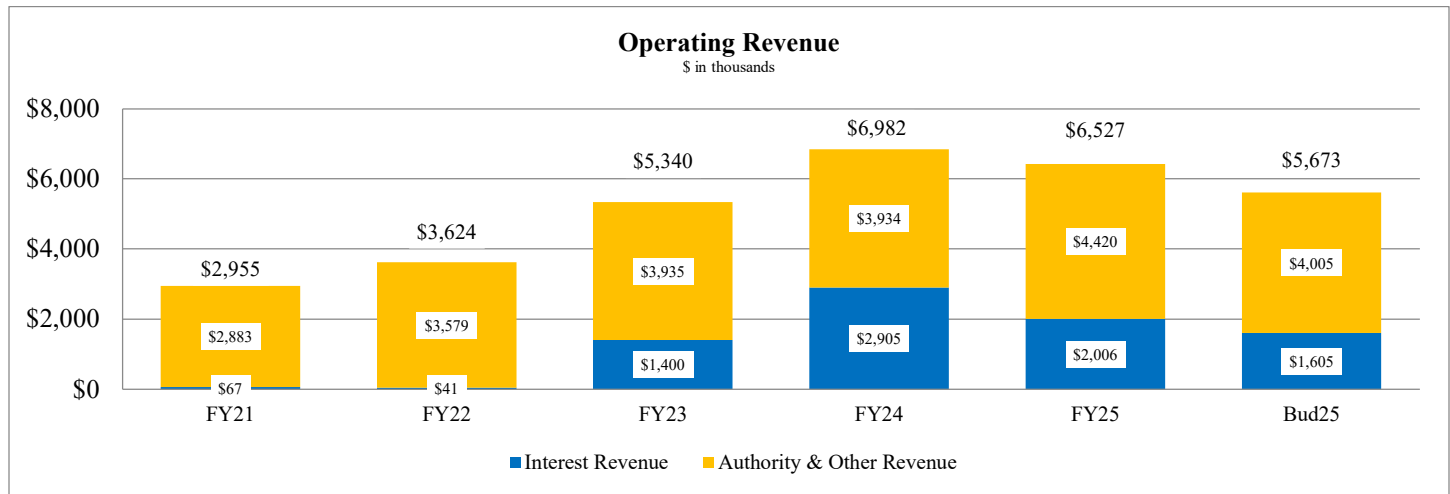
Balance Sheet	Housing Authority (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	493,388,089	438,739,153	54,648,936	12.5	396,386,669	97,001,420	24.5
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	1,704,198,623	1,505,616,133	198,582,490	13.2	1,292,187,542	412,011,080	31.9
Line of Credit	20,236,634	19,992,094	244,540	1.2	19,992,094	244,540	1.2
Loans - net of reserve for losses	146,957,796	183,280,475	(36,322,679)	-19.8	136,415,832	10,541,964	7.7
Capital Assets (net of accumulated depreciation)	12,943,008	12,613,970	329,038	2.6	13,220,801	(277,793)	-2.1
Other Assets	62,780,656	40,605,161	22,175,495	54.6	54,584,042	8,196,614	15.0
Deferred Outflows	3,912,935	3,167,947	744,988	23.5	3,348,239	564,696	16.9
<b>Total Assets and Deferred Outflows</b>	<b>2,444,417,740</b>	<b>2,204,014,933</b>	<b>240,402,808</b>	<b>10.9</b>	<b>1,916,135,218</b>	<b>528,282,522</b>	<b>27.6</b>
Liabilities, Deferred Inflows, and Equity							
Debt	1,899,589,790	1,680,748,332	218,841,458	13.0	1,419,931,308	479,658,483	33.8
Interest Payable	11,829,386	57,548,365	(45,718,980)	-79.4	7,985,467	3,843,919	48.1
Unearned Revenue	70,961,049	57,372,358	13,588,691	23.7	96,184,694	(25,223,645)	-26.2
Escrow Deposits	12,176,677	10,338,680	1,837,997	17.8	10,338,680	1,837,997	17.8
Reserves for Claims	2,076,994	1,580,977	496,017	31.4	1,480,977	596,017	40.2
Accounts Payable & Accrued Liabilities	4,493,130	2,332,423	2,160,707	92.6	4,020,144	472,986	11.8
Other Liabilities	4,982,545	7,538,055	(2,555,509)	-33.9	4,521,046	461,500	10.2
Deferred Inflows	19,941,922	1,557,930	18,383,992	1180.0	18,451,129	1,490,794	8.1
<b>Total Liabilities and Deferred Inflows</b>	<b>2,026,051,493</b>	<b>1,819,017,120</b>	<b>207,034,373</b>	<b>11.4</b>	<b>1,562,913,443</b>	<b>463,138,050</b>	<b>29.6</b>
Equity							
YTD Earnings(Loss)	58,274,674	21,935,950	36,338,724	165.7	17,505,224	40,769,450	232.9
Prior Years Earnings	366,703,214	362,982,398	3,720,816	1.0	335,705,801	30,997,413	9.2
Transfers	(6,611,640)	79,465	(6,691,105)	-8420.2	10,751	(6,622,391)	#####
<b>Total Equity</b>	<b>418,366,248</b>	<b>384,997,813</b>	<b>33,368,435</b>	<b>8.7</b>	<b>353,221,775</b>	<b>65,144,472</b>	<b>18.4</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>2,444,417,740</b>	<b>2,204,014,933</b>	<b>240,402,808</b>	<b>10.9</b>	<b>1,916,135,218</b>	<b>528,282,522</b>	<b>27.6</b>

Income Statement	Housing Authority (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	8,377,761	6,748,434	1,629,327	24.1	6,439,723	1,938,038	30.1	64,514,669	51,785,055	12,729,614	24.6	48,869,324	15,645,345	32.0
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	1,479,796	1,329,405	150,392	11.3	1,368,526	111,270	8.1	13,558,956	11,840,972	1,717,984	14.5	12,669,723	889,233	7.0
Other Revenue	127,680	123,967	3,713	3.0	122,763	4,917	4.0	1,337,441	1,334,934	2,507	0.2	1,430,511	(93,069)	-6.5
Total Operating Revenue	9,985,237	8,201,805	1,783,432	21.7	7,931,012	2,054,225	25.9	79,411,066	64,960,962	14,450,105	22.2	62,969,558	16,441,508	26.1
Operating Expense														
Interest Expense	6,981,767	4,614,912	2,366,855	51.3	3,974,481	3,007,286	75.7	44,391,226	36,115,231	8,275,995	22.9	29,629,710	14,761,515	49.8
Authority Expense	-	-	-	0.0	-	-	0.0	(0)	-	(0)	0.0	(0)	0	-86.8
Employee Expense	894,065	1,006,895	(112,830)	-11.2	921,536	(27,471)	-3.0	7,744,110	8,720,862	(976,752)	-11.2	7,629,831	114,279	1.5
Shared Expense	268,058	333,060	(65,002)	-19.5	386,528	(118,470)	-30.6	2,173,031	2,425,793	(252,762)	-10.4	2,229,756	(56,726)	-2.5
Marketing Expense	67,296	62,933	4,363	6.9	39,930	27,366	68.5	740,859	863,107	(122,247)	-14.2	709,272	31,587	4.5
Professional Services	746,045	525,003	221,042	42.1	583,086	162,959	27.9	6,067,657	5,068,068	999,589	19.7	4,763,935	1,303,722	27.4
Claim and Loss Expense	(4,559)	18,455	(23,015)	-124.7	29,196	(33,756)	-115.6	277,507	215,917	61,590	28.5	1,299,237	(1,021,730)	-78.6
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	(52,399)	(71,163)	18,764	-26.4	(51,721)	(678)	1.3	(399,380)	(552,870)	153,490	-27.8	(321,928)	(77,452)	24.1
Overhead Allocation	(15,270)	(19,484)	4,215	-21.6	(16,408)	1,138	-6.9	(127,531)	(140,668)	13,136	-9.3	(95,841)	(31,690)	33.1
Total Operating Expense	8,885,004	6,470,612	2,414,392	37.3	5,866,628	3,018,376	51.4	60,867,477	52,715,440	8,152,038	15.5	45,843,971	15,023,506	32.8
Net Operating Income (Loss) Before Grants	1,100,232	1,731,193	(630,961)	-36.4	2,064,384	(964,151)	-46.7	18,543,589	12,245,522	6,298,067	51.4	17,125,587	1,418,002	8.3
Net Grant (Income) Expense														
Grant Revenue	(18,321,942)	(15,629,967)	(2,691,975)	17.2	(14,517,761)	(3,804,181)	26.2	(139,483,229)	(127,629,509)	(11,853,720)	9.3	(101,884,954)	(37,598,275)	36.9
Grant Expense	14,319,041	13,287,549	1,031,492	7.8	11,092,315	3,226,726	29.1	137,884,701	117,939,081	19,945,621	16.9	91,675,902	46,208,799	50.4
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Net Grant (Income) Expense	(4,002,901)	(2,342,418)	(1,660,483)	70.9	(3,425,446)	(577,455)	16.9	(1,598,528)	(9,690,428)	8,091,900	-83.5	(10,209,052)	8,610,525	-84.3
Net Operating Income (Loss) After Grants	5,103,134	4,073,611	1,029,523	25.3	5,489,830	(386,696)	-7.0	20,142,117	21,935,950	(1,793,833)	-8.2	27,334,639	(7,192,522)	-26.3
Other Non-Operating (Income) Expense	(26,654,429)	-	(26,654,429)	0.0	22,034,450	(48,688,879)	-221.0	(38,132,557)	-	(38,132,557)	0.0	9,829,415	(47,961,972)	-487.9
Net Income (Loss)	31,757,562	4,073,611	27,683,952	679.6	(16,544,620)	48,302,183	-292.0	58,274,674	21,935,950	36,338,724	165.7	17,505,224	40,769,450	232.9
IFA Home Dept Staff Count	84	93	(9)	-9.2	82	2	2.4	82	92	(10)	-10.5	84	(2)	-1.8
FTE Staff Count	82	100	(19)	-18.5	82	(0)	-0.4	80	99	(20)	-19.7	84	(4)	-4.9

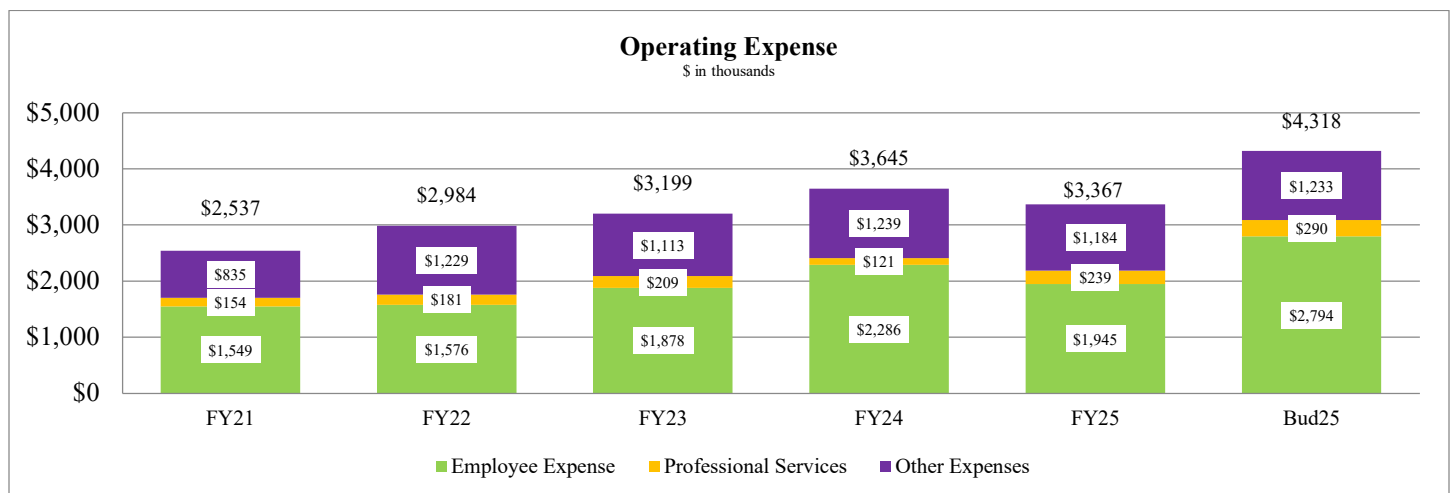
To: IFA Board of Directors  
 From: Dan Stout  
 Date: March 14, 2025  
 Re: February 2025 YTD Overhead Depts Financial Results

## Overhead Departments (\$ in thousands)

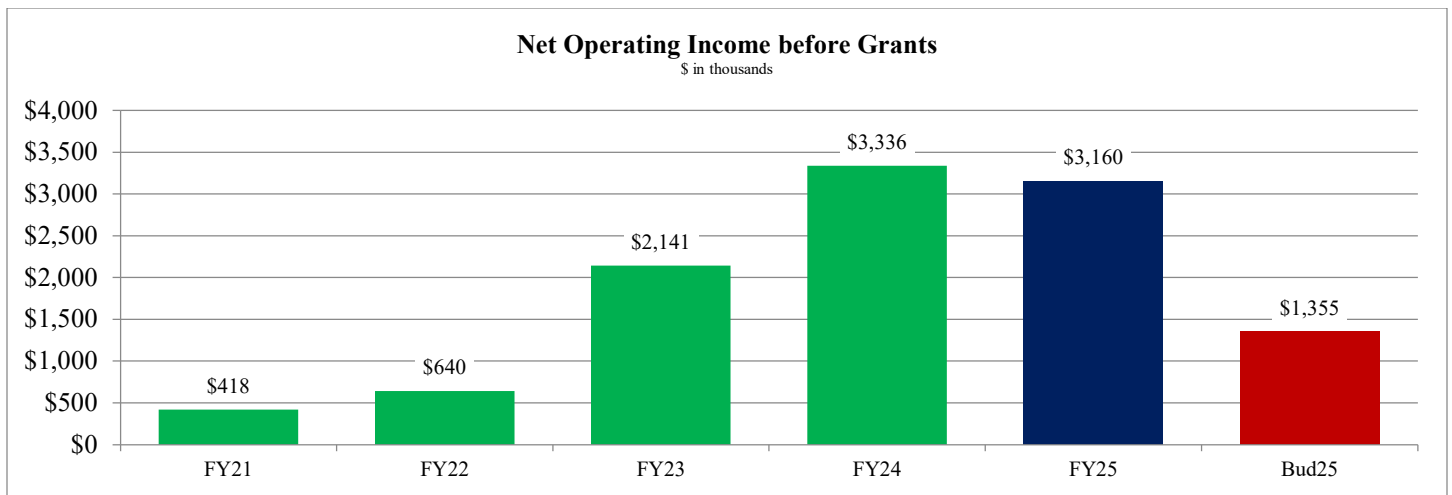
The Overhead Departments operated favorably to budget through eight months of Fiscal Year 2025.



Total Operating Revenue was \$854 or 15.1% favorable to budget and down \$455 or 6.5% compared to last year. Authority & Other Revenue was \$415 or 10.4% favorable to budget and up \$486 or 12.4% compared to last year. Interest Revenue was \$401 or 25.0% favorable to budget and down \$899 or 30.9% compared to last year. This decrease from the prior year is due to the interest earned from the IRUAP fund which was closed September 2023.



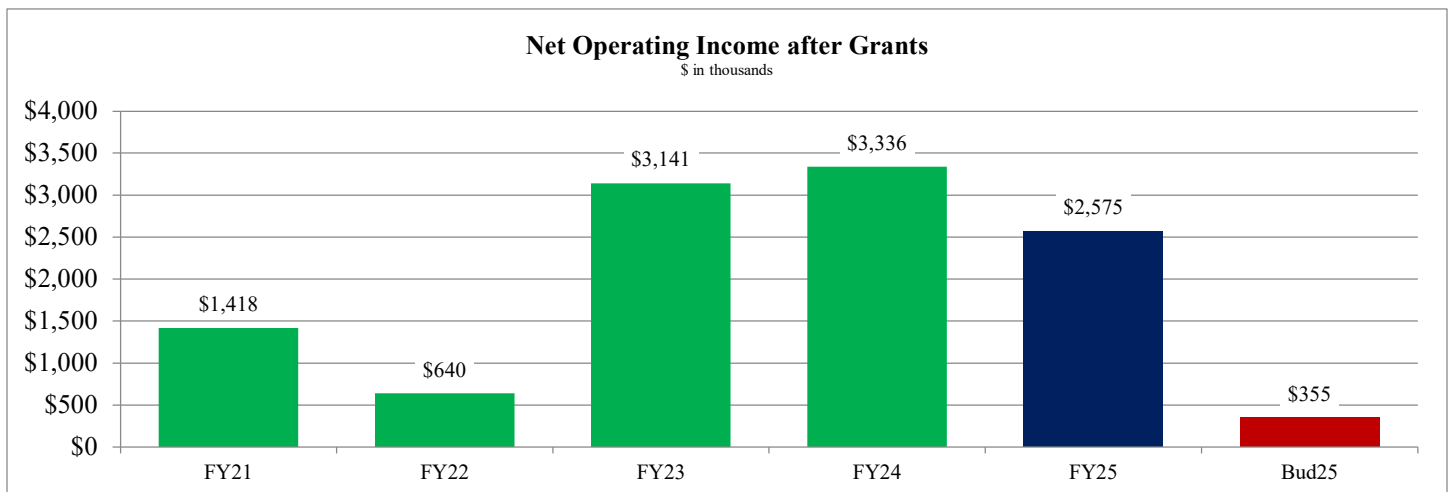
Operating Expense was \$951 or 22.0% favorable to budget and down \$278 or 7.6% compared to last year. A portion of the employee accrued vacation, and sick leave was allocated from the General Fund to ITG and SRF resulting in a significant decrease to Employee Expense. Professional Services were comparable to budget and slightly higher than last year.



As a result, Net Operating Income before Grants (NOIBG) was \$1,805 favorable to budget and down \$176 compared to last year.

	Commitment Date	Original Commitment	1/31/2025 Balance	Monthly Activity	2/28/2025 Balance	Remaining Commitment
<b>Grants</b>						
Emergency and Innovation Housing Fund	7/1/2024	2,000,000	1,970,000	-	1,970,000	1,970,000
Permanent Supportive HSG Program	4/1/2024	774,674	220,078	-	220,078	220,078
Total Grants		2,774,674	2,190,078	-	2,190,078	2,190,078
<b>Reserve Funds</b>						
Building Maintenance Fund	7/1/2024	1,100,000	1,100,000	-	1,100,000	1,100,000
Total Reserve Funds		1,100,000	1,100,000	-	1,100,000	1,100,000

30K was paid out of the Emergency and Innovation Housing Fund in October 2024. \$554,596 was paid out of the Permanent Supportive HSG Program in December 2024.



As a result, the Net Operating Income after Grants (NOIAG) was \$2,220 favorable to budget and down \$761 compared to last year.

### General Fund Liquidity

IFA will maintain a minimum of three months of budgeted expenses in the form of cash and cash equivalents in the General Fund. For FY25, this will be \$3.1MM. The current short-term liquidity for February 2025 was \$5.1MM.

IFA will maintain a minimum of twelve months of budgeted expenses in the form of cash and cash equivalents, investments, and mortgage-backed securities, plus \$3.5 million in additional liquidity to further reduce liquidity risk and ensure liquidity targets are sufficient to meet potential adverse market changes. For FY25, this will be \$15.9MM. The current long-term liquidity for February 2025 was \$21.6MM.

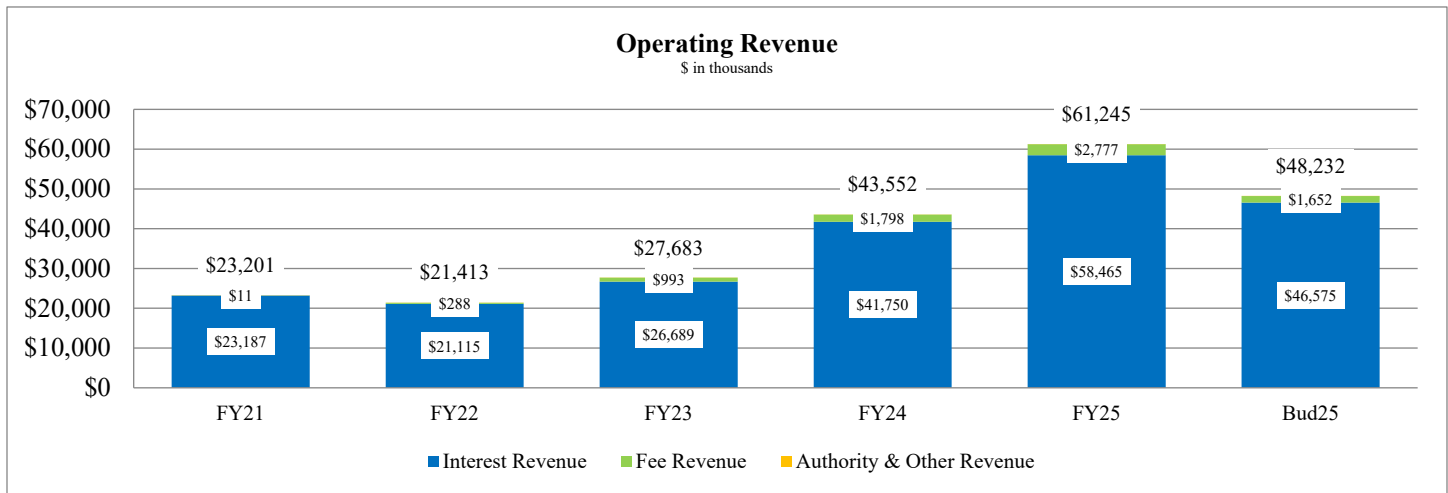
Balance Sheet	Overhead (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	23,329,386	18,573,361	4,756,025	25.6	19,538,136	3,791,250	19.4
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	586,777	544,475	42,301	7.8	693,394	(106,618)	-15.4
Line of Credit	-	400,000	(400,000)	-100.0	-	-	0.0
Loans - net of reserve for losses	311,088	311,071	16	0.0	329,823	(18,735)	-5.7
Capital Assets (net of accumulated depreciation)	12,943,008	12,613,970	329,038	2.6	13,220,801	(277,793)	-2.1
Other Assets	2,980,691	2,802,548	178,143	6.4	2,802,916	177,774	6.3
Deferred Outflows	1,483,760	1,106,088	377,672	34.1	1,106,088	377,672	34.1
<b>Total Assets and Deferred Outflows</b>	<b>41,634,709</b>	<b>36,351,513</b>	<b>5,283,196</b>	<b>14.5</b>	<b>37,691,158</b>	<b>3,943,551</b>	<b>10.5</b>
Liabilities, Deferred Inflows, and Equity							
Debt	-	-	-	0.0	-	-	0.0
Interest Payable	-	-	-	0.0	-	-	0.0
Unearned Revenue	149,691	(128,125)	277,816	-216.8	223,859	(74,168)	-33.1
Escrow Deposits	-	-	-	0.0	-	-	0.0
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	2,274,756	785,416	1,489,340	189.6	2,643,084	(368,328)	-13.9
Other Liabilities	3,755,246	6,008,656	(2,253,410)	-37.5	3,383,956	371,290	11.0
Deferred Inflows	520,803	506,608	14,195	2.8	864,806	(344,003)	-39.8
<b>Total Liabilities and Deferred Inflows</b>	<b>6,700,496</b>	<b>7,172,555</b>	<b>(472,059)</b>	<b>-6.6</b>	<b>7,115,705</b>	<b>(415,209)</b>	<b>-5.8</b>
Equity							
YTD Earnings(Loss)	2,587,453	355,306	2,232,147	628.2	3,325,924	(738,471)	-22.2
Prior Years Earnings	30,985,384	29,119,867	1,865,517	6.4	26,141,135	4,844,250	18.5
Transfers	1,361,376	(296,215)	1,657,591	-559.6	1,108,394	252,982	22.8
<b>Total Equity</b>	<b>34,934,213</b>	<b>29,178,958</b>	<b>5,755,255</b>	<b>19.7</b>	<b>30,575,453</b>	<b>4,358,760</b>	<b>14.3</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>41,634,709</b>	<b>36,351,513</b>	<b>5,283,196</b>	<b>14.5</b>	<b>37,691,158</b>	<b>3,943,551</b>	<b>10.5</b>

Income Statement	Overhead (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	205,902	164,509	41,392	25.2	279,555	(73,654)	-26.3	2,006,102	1,604,562	401,541	25.0	2,904,625	(898,523)	-30.9
Authority Revenue	-	-	-	0.0	-	-	0.0	3,093,404	2,676,232	417,171	15.6	2,655,719	437,685	16.5
Fee Revenue	-	400	(400)	-100.0	340	(340)	-100.0	101,350	63,200	38,150	60.4	143,099	(41,749)	-29.2
Other Revenue	124,730	123,800	930	0.8	120,458	4,272	3.5	1,326,371	1,329,101	(2,730)	-0.2	1,278,232	48,139	3.8
Total Operating Revenue	330,632	288,709	41,922	14.5	400,353	(69,722)	-17.4	6,527,227	5,673,095	854,132	15.1	6,981,675	(454,448)	-6.5
Operating Expense														
Interest Expense	-	-	-	0.0	-	-	0.0	270	-	270	0.0	-	270	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	265,861	318,874	(53,014)	-16.6	265,207	654	0.2	1,944,839	2,794,255	(849,416)	-30.4	2,285,982	(341,143)	-14.9
Shared Expense	213,980	270,208	(56,228)	-20.8	266,061	(52,081)	-19.6	1,701,621	1,956,373	(254,752)	-13.0	1,698,782	2,839	0.2
Marketing Expense	3,021	20,000	(16,979)	-84.9	12,030	(9,008)	-74.9	413,105	510,000	(96,895)	-19.0	436,028	(22,923)	-5.3
Professional Services	26,691	31,870	(5,179)	-16.3	28,551	(1,861)	-6.5	238,561	290,100	(51,539)	-17.8	120,688	117,873	97.7
Claim and Loss Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	(52,470)	(71,163)	18,692	-26.3	(55,273)	2,803	-5.1	(399,332)	(552,870)	153,538	-27.8	(431,505)	32,172	-7.5
Overhead Allocation	(78,155)	(113,787)	35,632	-31.3	(94,615)	16,460	-17.4	(531,617)	(680,068)	148,452	-21.8	(464,772)	(66,845)	14.4
Total Operating Expense	378,927	456,003	(77,076)	-16.9	421,960	(43,033)	-10.2	3,367,448	4,317,789	(950,341)	-22.0	3,645,205	(277,757)	-7.6
Net Operating Income (Loss) Before Grants	(48,296)	(167,293)	118,998	-71.1	(21,607)	(26,688)	123.5	3,159,780	1,355,306	1,804,474	133.1	3,336,470	(176,691)	-5.3
Net Grant (Income) Expense														
Grant Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Grant Expense	-	-	-	0.0	-	-	0.0	584,596	1,500,000	(915,404)	-61.0	-	584,596	0.0
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	(500,000)	500,000	-100.0	-	-	0.0
Total Net Grant (Income) Expense	-	-	-	0.0	-	-	0.0	584,596	1,000,000	(415,404)	-41.5	-	584,596	0.0
Net Operating Income (Loss) After Grants	(48,296)	(167,293)	118,998	-71.1	(21,607)	(26,688)	123.5	2,575,184	355,306	2,219,878	624.8	3,336,470	(761,287)	-22.8
Other Non-Operating (Income) Expense	(10,899)	-	(10,899)	0.0	11,974	(22,873)	-191.0	(12,269)	-	(12,269)	0.0	10,546	(22,815)	-216.3
Net Income (Loss)	(37,396)	(167,293)	129,897	-77.6	(33,581)	(3,815)	11.4	2,587,453	355,306	2,232,147	628.2	3,325,924	(738,471)	-22.2
IFA Home Dept Staff Count	24	25	(1)	-2.0	22	2	9.1	25	25	-	0.0	24	1	3.7
FTE Staff Count	19	30	(11)	-36.5	19	0	1.9	18	30	(11)	-38.2	20	(2)	-9.6

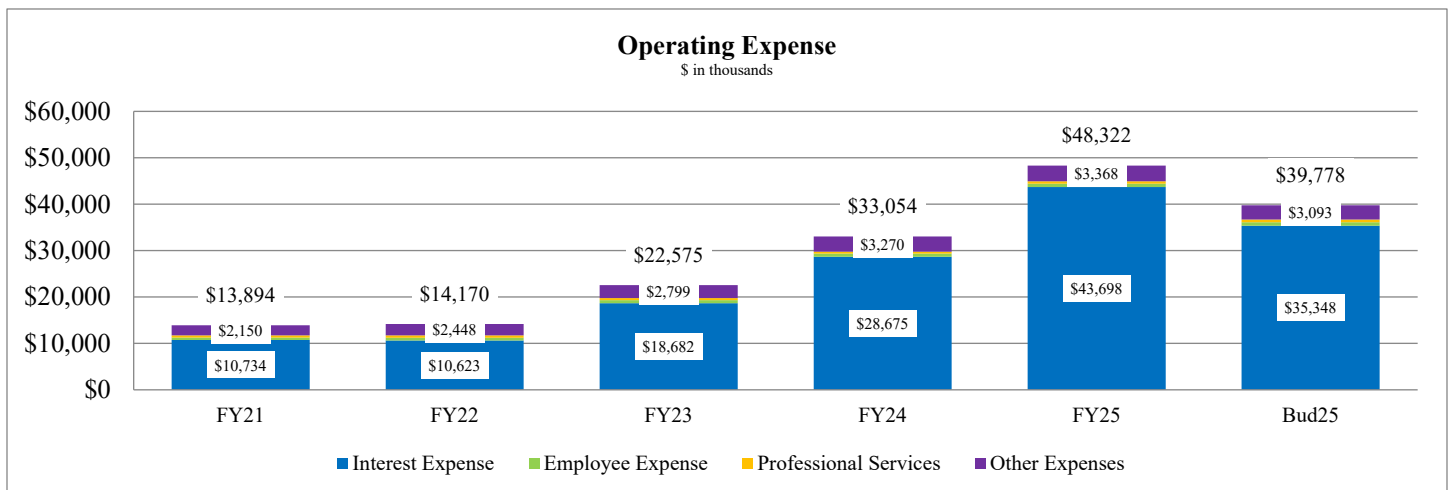
To: IFA Board of Directors  
 From: David Morrison  
 Date: March 14, 2025  
 Re: February 2025 YTD Single Family Financial Results

## Single Family Results (\$ in thousands)

Single Family program operated favorably to budget through eight months of Fiscal Year 2025. Note: Single Family has issued bonds in September for \$125M, November for \$97.5M and February for \$115M.

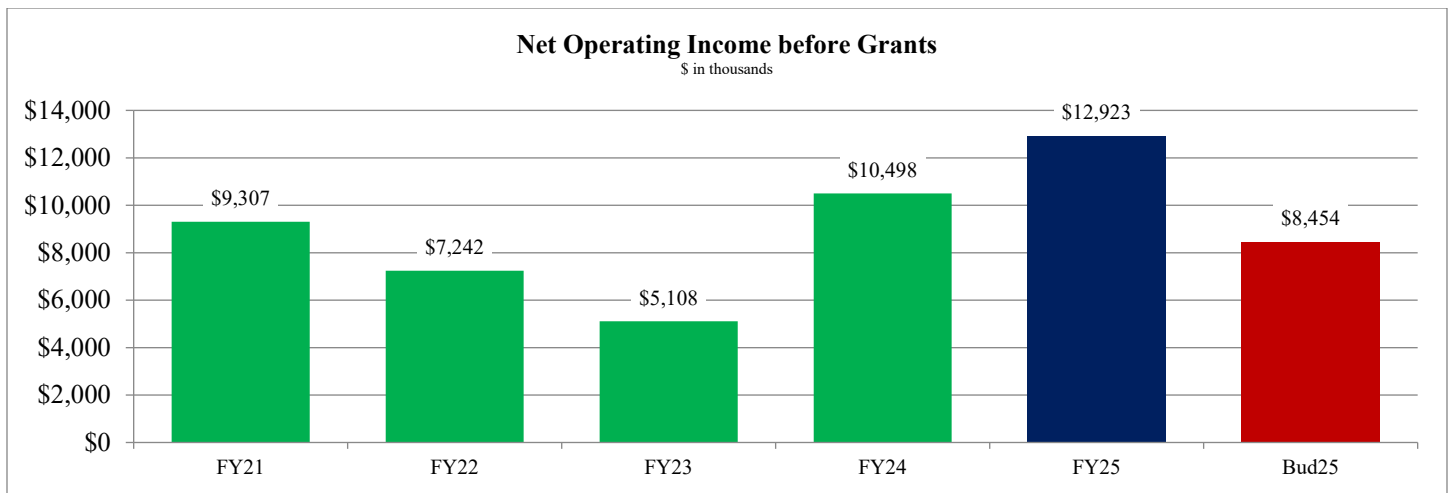


Operating Revenue was favorable to budget by \$13,013 or 27.0% and \$17,693 or 40.6% higher than last year. Interest Revenue earned from higher mortgage rates and investments balances is responsible for most of the favorable variance. Fee Revenue was \$1,124 above budget due mainly to higher Loan Servicing and Risk Based Pricing fees from Fannie Mae and Freddie Mac.

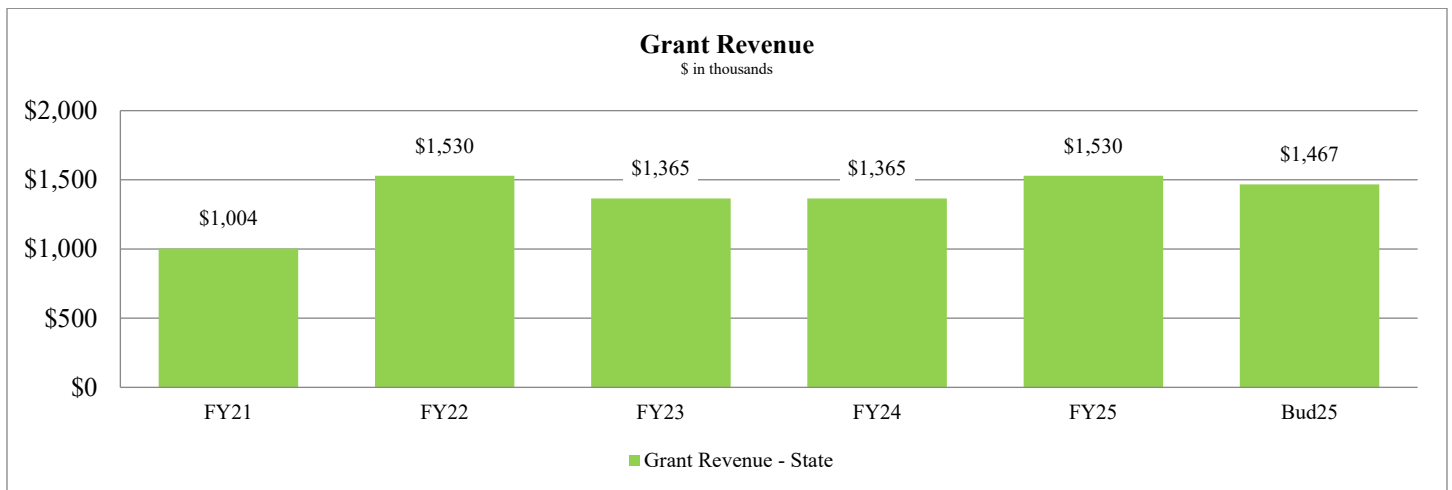


Operating Expense was unfavorable to budget by \$8,544 or 21.5% and \$15,268 or 46.2% above last year. Interest expense accounts for \$8,350 of the unfavorable variance due to higher interest costs on bonds.

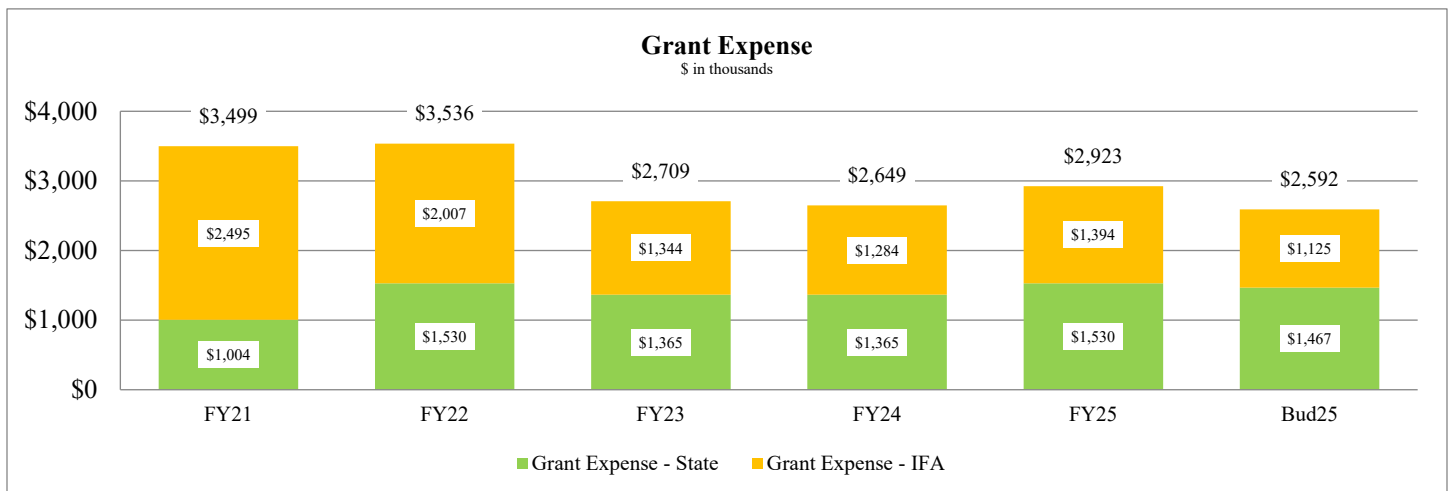




As a result, Net Operating Income before Grants (NOIBG) was \$4,469 favorable to budget and up \$2,425 over last year.



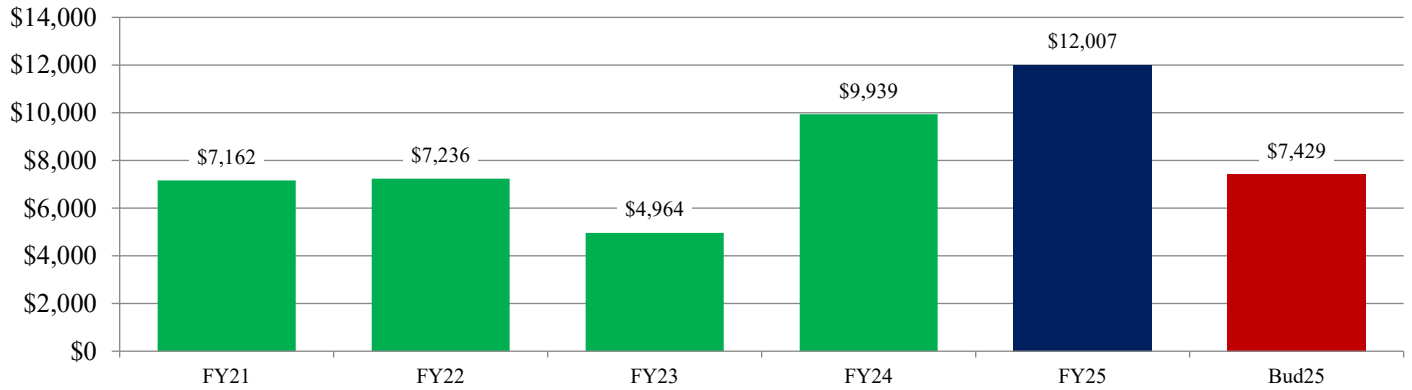
Grant Revenue was \$63 or 4.3% favorable to budget but \$165 or 12.1% higher than the prior year. Grant Revenue is solely made up of military DPA.



Grant expense was \$331 or 12.8% unfavorable to budget and \$274 or 10.4% higher than last year. Grant Expense – State is made up of military DPA grants. Grant Expense – IFA is made up of DPA amortization.

### Net Operating Income after Grants

\$ in thousands



As a result, Net Operating Income after Grants (NOIAG) was \$4,578 or 61.6% favorable to budget.

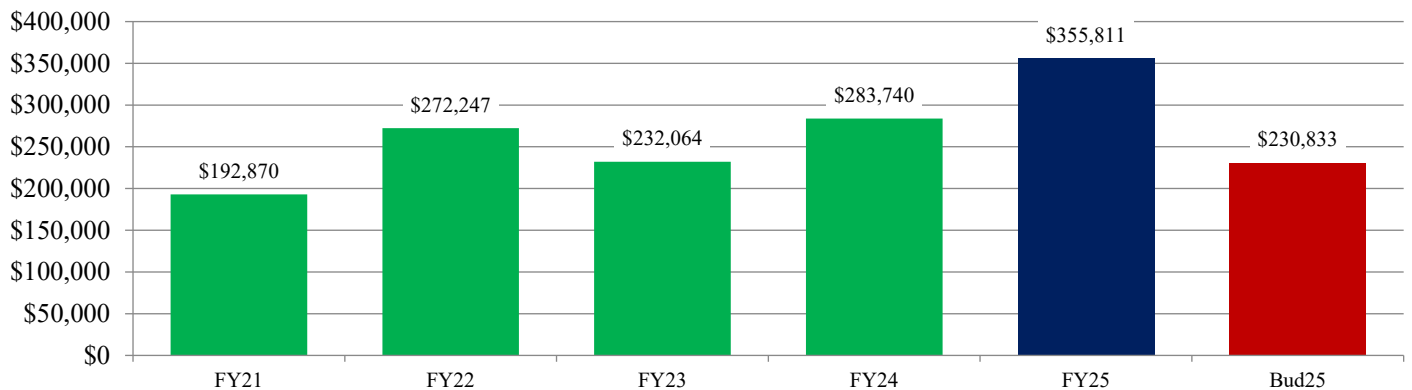
### MBS YTD Activity (\$ in thousands)

Series	Purchased	Sold	Net	DPA Grant	Funds Available
RHF Security (034)	-	-	-	-	11,607
RHF Program (053)	-	-	-	265	2,221
Retired MBS (058)	-	-	-	-	7,523
2015 ABC - 2023 EF (059 thru 080)	-	-	-	-	74,649
2023 GH (081)	612	-	612	3	2,915
2024 AB (082)	929	-	929	3	2,803
2024 CD (083)	67,273	-	67,273	53	3,513
2024 EF (084)	62,061	-	62,061	120	1,788
2024 GH (085) *	38,124	-	38,124	91	11,849
2025 AB (086) *	7,275	-	7,275	55	97,349
SF Warehouse Acct (054)	179,537	(15,990)	163,547	53	49,380
<b>Total Single Family</b>	<b>355,811</b>	<b>(15,990)</b>	<b>339,821</b>	<b>641</b>	<b>265,597</b>

\*Bond proceeds available for MBS purchases.

### MBS Purchases

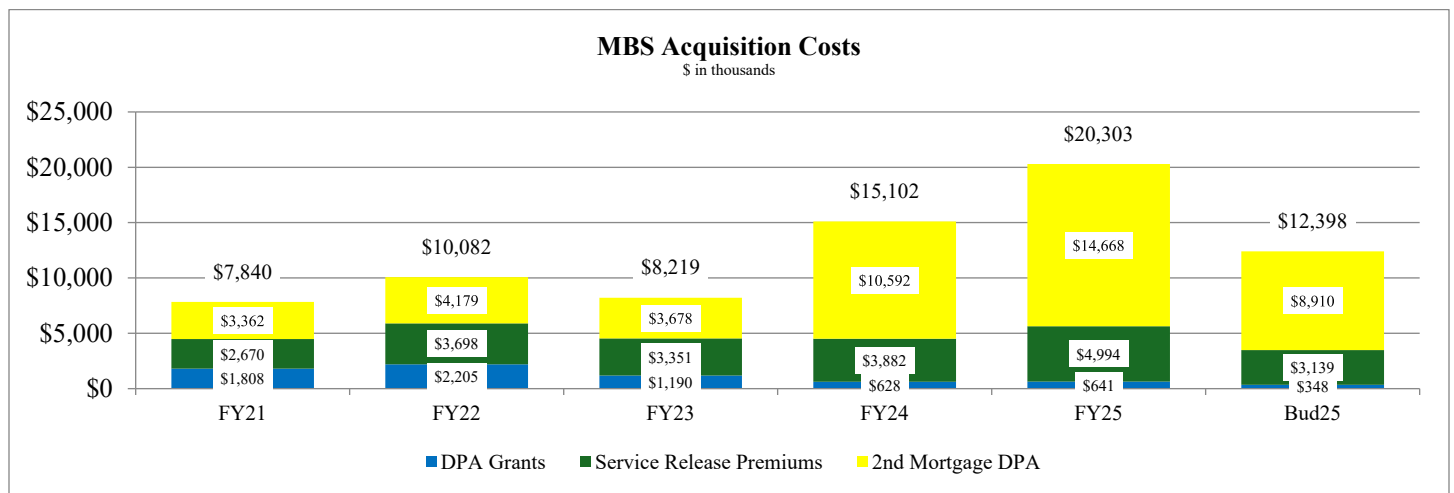
\$ in thousands



MBS purchases exceed budget by \$124,978.

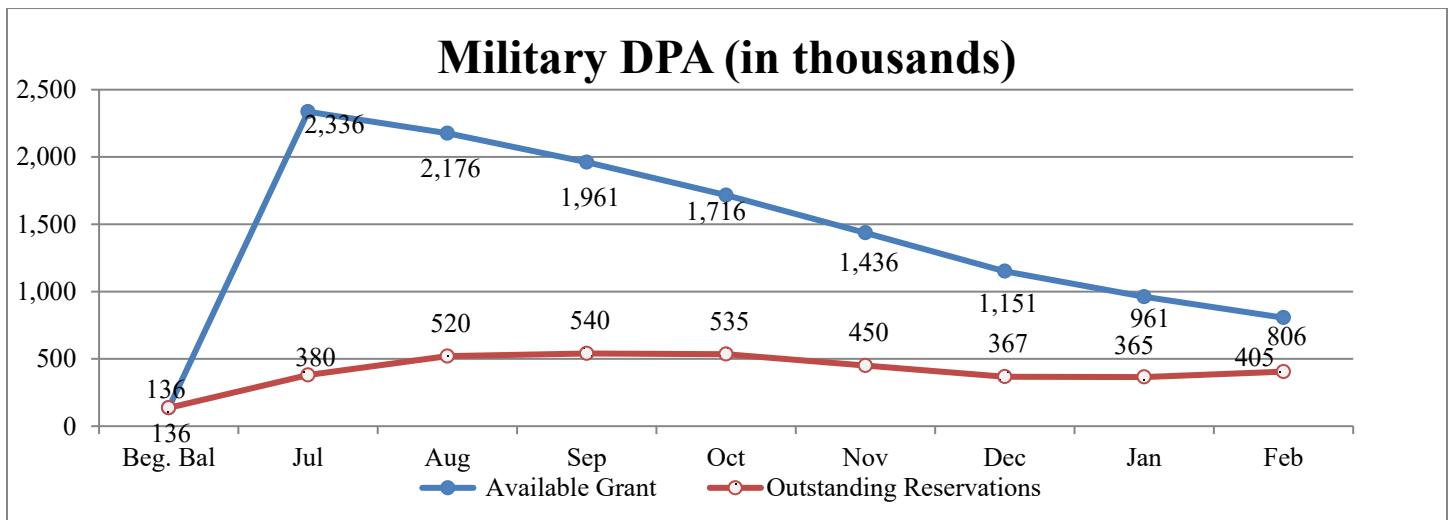
## SF Portfolio Analysis (\$ in thousands)

Description	6/30/24 Balance	Additions	Reduction	YTD FY25	
				Balance	Chg
Mortgage Backed Sec - Cost	1,505,722	339,821	(78,926)	1,766,616	17%
Other SF Loans (net of reserve)	300	0	139	439	46%
SF Second Mortgage DPA (net of reserve)	37,603	15,692	(1,141)	52,154	39%
Warehouse Loans - LOC	30,492	362,452	(372,707)	20,237	-34%
Subtotal	1,574,117	717,964	(452,635)	1,839,446	17%
MBS - FMVA	(101,738)	38,733	-	(63,005)	-38%
Total Portfolio	1,472,379	756,698	(452,635)	1,776,441	21%

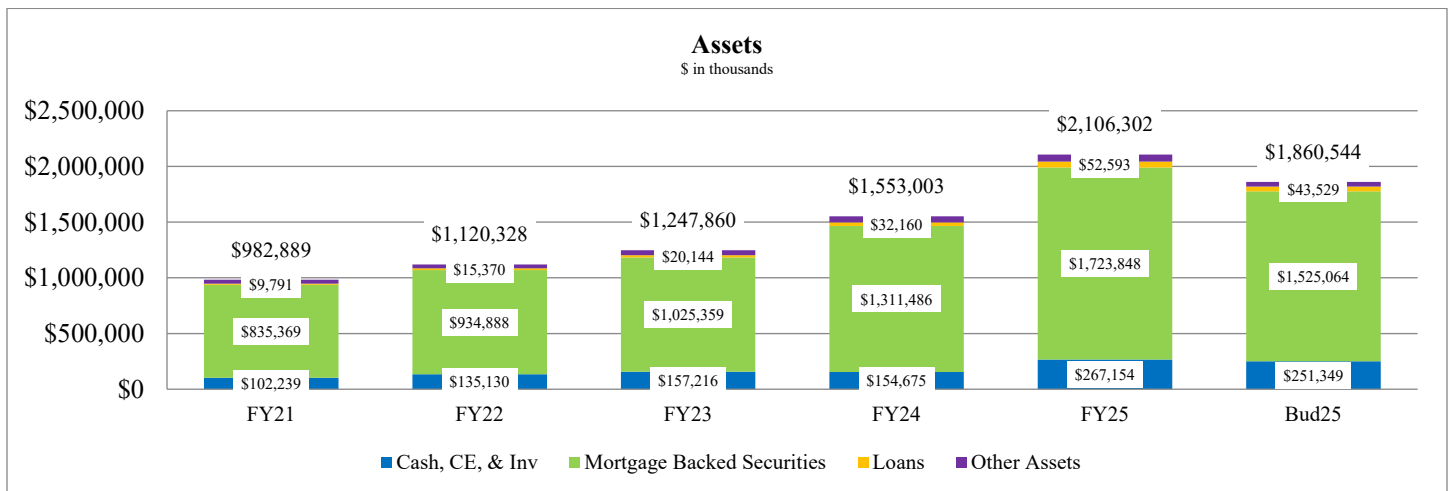


MBS Acquisition Costs exceed budget by \$7,905 due to increased 2<sup>nd</sup> Mortgage DPA Loan activity and resulting higher than planned Service Release Premiums.

## Other Activity



Total disbursements to date \$1,530, available grants \$405 and carry-over reservations of \$136.



Total assets and deferred outflows were 13.2% above budget. Asset growth is primarily due to an increased MBS portfolio.

Balance Sheet	Single Family (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	267,154,440	251,348,636	15,805,803	6.3	154,674,899	112,479,540	72.7
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	1,703,611,846	1,505,071,657	198,540,188	13.2	1,291,494,148	412,117,698	31.9
Line of Credit	20,236,634	19,992,094	244,540	1.2	19,992,094	244,540	1.2
Loans - net of reserve for losses	52,592,524	43,528,556	9,063,969	20.8	32,159,996	20,432,528	63.5
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	60,691,668	38,861,743	21,829,924	56.2	52,760,483	7,931,185	15.0
Deferred Outflows	2,014,502	1,741,464	273,038	15.7	1,921,756	92,746	4.8
<b>Total Assets and Deferred Outflows</b>	<b>2,106,301,614</b>	<b>1,860,544,151</b>	<b>245,757,463</b>	<b>13.2</b>	<b>1,553,003,377</b>	<b>553,298,237</b>	<b>35.6</b>
Liabilities, Deferred Inflows, and Equity							
Debt	1,880,197,562	1,653,642,710	226,554,852	13.7	1,389,398,511	490,799,051	35.3
Interest Payable	11,748,574	57,442,093	(45,693,519)	-79.5	7,872,545	3,876,028	49.2
Unearned Revenue	806,339	(1,255,286)	2,061,625	-164.2	944,714	(138,375)	-14.6
Escrow Deposits	-	-	-	0.0	-	-	0.0
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	58,416	(103,500)	161,916	-156.4	(177,096)	235,512	-133.0
Other Liabilities	182,780	195,342	(12,562)	-6.4	195,342	(12,562)	-6.4
Deferred Inflows	19,257,991	830,054	18,427,937	2220.1	17,274,255	1,983,736	11.5
<b>Total Liabilities and Deferred Inflows</b>	<b>1,912,251,661</b>	<b>1,710,751,413</b>	<b>201,500,249</b>	<b>11.8</b>	<b>1,415,508,272</b>	<b>496,743,389</b>	<b>35.1</b>
Equity							
YTD Earnings(Loss)	50,126,494	7,429,463	42,697,031	574.7	119,951	50,006,543	41689.2
Prior Years Earnings	150,152,339	141,123,729	9,028,611	6.4	136,296,000	13,856,339	10.2
Transfers	(6,228,881)	1,239,547	(7,468,428)	-602.5	1,079,154	(7,308,034)	-677.2
<b>Total Equity</b>	<b>194,049,953</b>	<b>149,792,739</b>	<b>44,257,214</b>	<b>29.5</b>	<b>137,495,105</b>	<b>56,554,848</b>	<b>41.1</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>2,106,301,614</b>	<b>1,860,544,151</b>	<b>245,757,463</b>	<b>13.2</b>	<b>1,553,003,377</b>	<b>553,298,237</b>	<b>35.6</b>

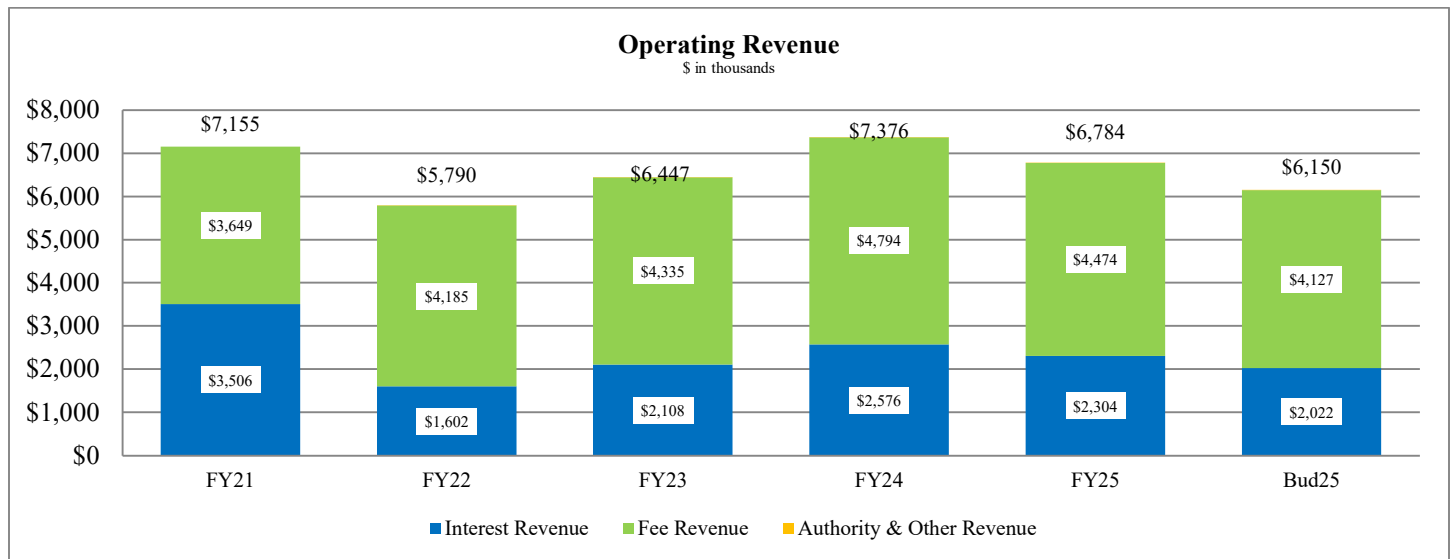
Income Statement	Single Family (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	7,709,340	6,144,100	1,565,240	25.5	5,651,790	2,057,550	36.4	58,465,093	46,575,339	11,889,755	25.5	41,749,543	16,715,550	40.0
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	345,185	206,545	138,640	67.1	348,695	(3,510)	-1.0	2,776,593	1,652,358	1,124,236	68.0	1,798,080	978,514	54.4
Other Revenue	-	-	-	0.0	-	-	0.0	3,000	4,500	(1,500)	-33.3	4,500	(1,500)	-33.3
Total Operating Revenue	8,054,525	6,350,645	1,703,880	26.8	6,000,485	2,054,040	34.2	61,244,687	48,232,196	13,012,490	27.0	43,552,122	17,692,564	40.6
Operating Expense														
Interest Expense	6,921,501	4,521,319	2,400,182	53.1	3,862,072	3,059,429	79.2	43,697,847	35,348,169	8,349,677	23.6	28,674,576	15,023,270	52.4
Authority Expense	-	-	-	0.0	-	-	0.0	3,000,715	2,568,666	432,049	16.8	2,532,860	467,855	18.5
Employee Expense	69,553	86,845	(17,292)	-19.9	90,517	(20,965)	-23.2	713,735	763,679	(49,944)	-6.5	694,889	18,845	2.7
Shared Expense	8,339	3,404	4,935	145.0	2,873	5,466	190.3	103,315	89,680	13,635	15.2	89,352	13,963	15.6
Marketing Expense	42,697	40,417	2,280	5.6	22,166	20,531	92.6	274,654	318,383	(43,730)	-13.7	244,498	30,156	12.3
Professional Services	140,804	37,185	103,619	278.7	64,431	76,373	118.5	542,201	572,539	(30,337)	-5.3	414,332	127,869	30.9
Claim and Loss Expense	-	-	-	0.0	6,257	(6,257)	-100.0	(45,702)	68,000	(113,702)	-167.2	371,619	(417,321)	-112.3
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Overhead Allocation	5,370	9,629	(4,259)	-44.2	8,870	(3,500)	-39.5	35,451	48,705	(13,254)	-27.2	32,114	3,337	10.4
Total Operating Expense	7,188,263	4,698,798	2,489,465	53.0	4,057,186	3,131,077	77.2	48,322,215	39,777,821	8,544,394	21.5	33,054,240	15,267,975	46.2
Net Operating Income (Loss) Before Grants	866,262	1,651,847	(785,585)	-47.6	1,943,299	(1,077,037)	-55.4	12,922,472	8,454,375	4,468,096	52.8	10,497,882	2,424,589	23.1
Net Grant (Income) Expense														
Grant Revenue	(155,000)	(183,333)	28,333	-15.5	(185,000)	30,000	-16.2	(1,529,774)	(1,466,667)	(63,107)	4.3	(1,365,000)	(164,774)	12.1
Grant Expense	322,968	321,541	1,427	0.4	380,333	(57,365)	-15.1	2,923,498	2,591,579	331,918	12.8	2,649,062	274,435	10.4
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	(477,458)	(100,000)	(377,458)	377.5	(725,000)	247,542	-34.1
Total Net Grant (Income) Expense	167,968	138,208	29,760	21.5	195,333	(27,365)	-14.0	916,266	1,024,913	(108,647)	-10.6	559,062	357,203	63.9
Net Operating Income (Loss) After Grants	698,294	1,513,639	(815,345)	-53.9	1,747,966	(1,049,673)	-60.1	12,006,206	7,429,463	4,576,743	61.6	9,938,820	2,067,386	20.8
Other Non-Operating (Income) Expense	(26,643,530)	-	(26,643,530)	0.0	22,022,476	(48,666,005)	-221.0	(38,120,288)	-	(38,120,288)	0.0	9,818,869	(47,939,157)	-488.2
Net Income (Loss)	27,341,823	1,513,639	25,828,184	1706.4	(20,274,509)	47,616,333	-234.9	50,126,494	7,429,463	42,697,031	574.7	119,951	50,006,543	41689.2
IFA Home Dept Staff Count	5	7	(2)	-28.6	7	(2)	-28.6	6	7	(1)	-19.6	6	(1)	-8.2
FTE Staff Count	7	9	(2)	-24.6	9	(2)	-24.1	8	9	(1)	-14.8	8	(1)	-7.3

To: IFA Board Members  
From: Andy Gjerstad  
Date: March 10, 2025  
Re: February 2025 YTD Multi-Family Financial Results

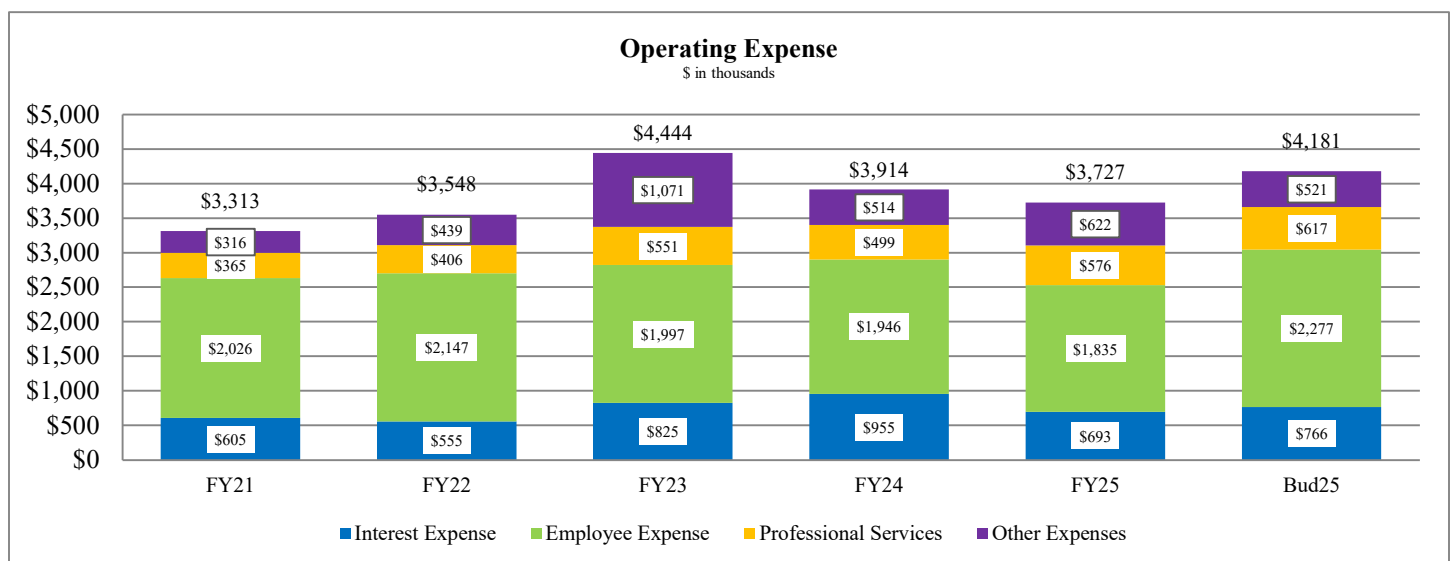


## Multi-Family Results (\$ in thousands)

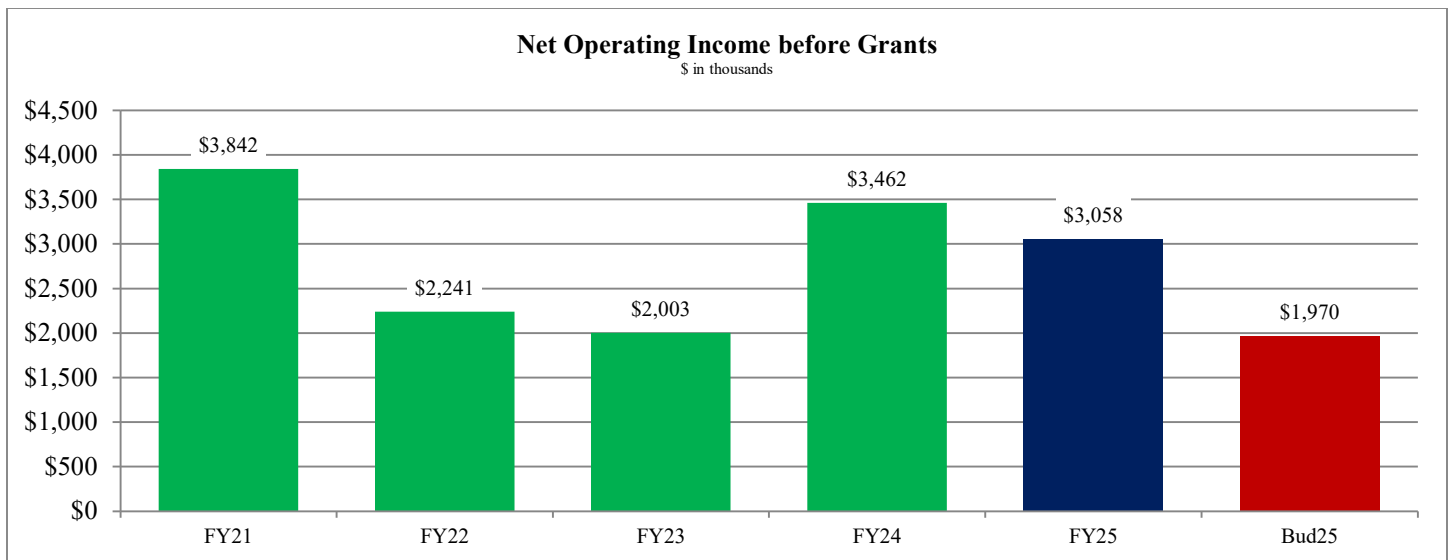
Multi-Family programs operated favorably to budget through February 2025.



Operating Revenue was \$634 or 10.3% favorable to budget but \$592 or 8% below last year. Interest revenue was \$282 favorable to budget due to the higher interest rate environment.



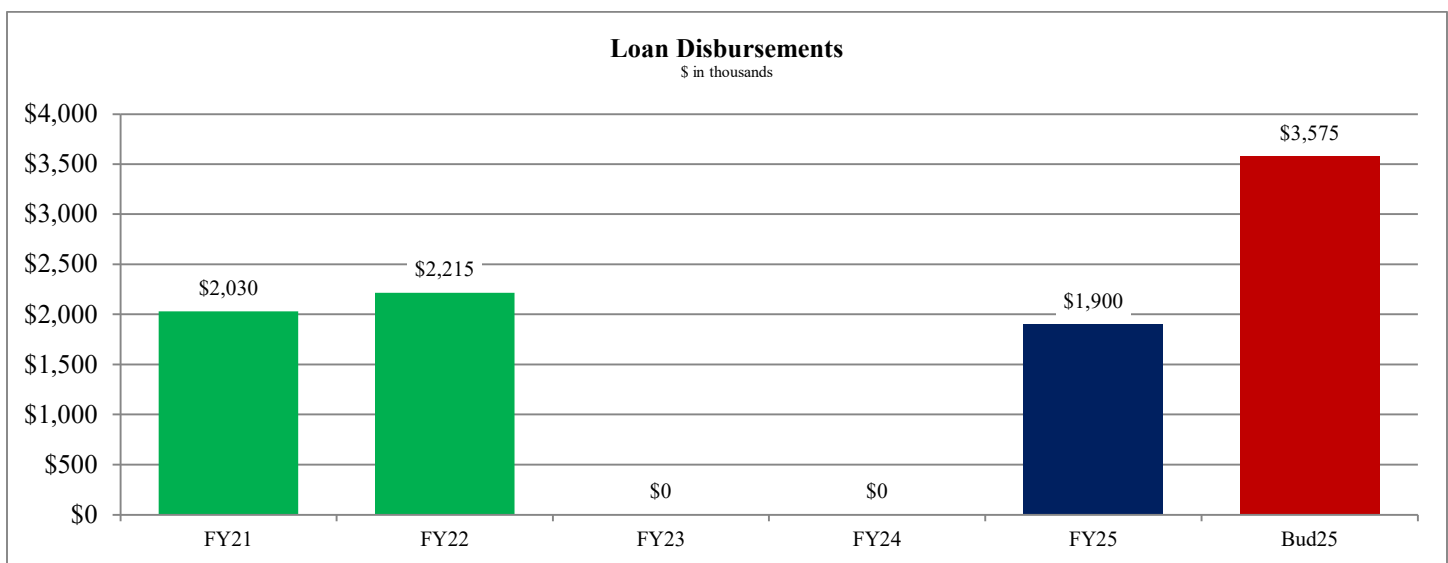
Operating Expense was \$454 or 10.9% favorable to budget and \$187 or 4.8% below last year. Employee expense was \$442 favorable to budget due to open positions in the Section 8 program.



As a result, Net Operating Income before Grants (NOIBG) was \$1,088 favorable to budget but \$404 below last year.

### MF Portfolio Analysis (\$ in whole dollars)

	#	6/30/2024	Additions	Transfers	Reductions	End Bal	CHG	#
Multifamily Program Loans	38	22,919,985	1,900,000	0	(988,989)	23,830,996	4%	40
Multifamily Loans	4	27,113,338	0	0	(7,968,396)	19,144,942	-29%	3
	42	50,033,323	1,900,000	0	(8,957,385)	42,975,938		43
Loan Reserves		(1,995,000)	(200,275)	0	0	(2,195,275)	10%	
Capitalized Interest Reserves		0	0	0	0	0	0%	
Total Portfolio		48,038,323	1,699,725	0	(8,957,385)	40,780,664	-15%	





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**MF Commitments (\$ in whole dollars)**

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	Commitment Date	Original Commitment	01/31/2025 Balance	Monthly Activity	2/28/2025 Balance	Remaining Commitment
Grants						
Mobile Response Team - FY24	10/2/2023	100,000	100,000	0	100,000	100,000
ICARE	12/1/2023	475,200	413,949	(4,395)	409,554	409,554
Total Grants		575,200	513,949	(4,395)	509,554	509,554
Construction Loans						
					0	0
Total Construction		0	0	0	0	0
Permanent Loans						
MF-XX-XXX - Grace Creek Snr Apts	6/1/2022	500,000	0	0	0	0
MF-XX-XXX - Westown Crossing Snr Apts	6/1/2022	1,400,000	0	0	0	0
MF-XX-XXX - Hiawatha Arro LLC	7/5/2023	1,995,000	1,995,000	0	0	1,995,000
MF-XX-XXX - The Crossing Apts	7/5/2023	2,300,000	2,300,000	0	0	2,300,000
MF-XX-XXX - NEX Senior	7/5/2023	1,850,000	1,850,000	0	0	1,850,000
MF-XX-XXX - Emri Apartments	9/3/2024	1,805,000	1,805,000	0	0	1,805,000
Total Permanent		9,850,000	7,950,000	0	0	7,950,000

Balance Sheet	Multi Family (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	37,315,629	34,080,447	3,235,182	9.5	33,517,852	3,797,777	11.3
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	-	-	-	0.0	-	-	0.0
Line of Credit	-	-	-	0.0	-	-	0.0
Loans - net of reserve for losses	40,780,664	51,262,236	(10,481,572)	-20.4	53,842,032	(13,061,368)	-24.3
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	151,042	86,367	64,675	74.9	120,105	30,937	25.8
Deferred Outflows	-	11,169	(11,169)	-100.0	11,169	(11,169)	-100.0
<b>Total Assets and Deferred Outflows</b>	<b>78,247,335</b>	<b>85,440,220</b>	<b>(7,192,885)</b>	<b>-8.4</b>	<b>87,491,159</b>	<b>(9,243,823)</b>	<b>-10.6</b>
Liabilities, Deferred Inflows, and Equity							
Debt	19,392,228	27,105,622	(7,713,394)	-28.5	30,532,796	(11,140,568)	-36.5
Interest Payable	80,812	103,022	(22,210)	-21.6	112,922	(32,110)	-28.4
Unearned Revenue	17,100	-	17,100	0.0	-	17,100	0.0
Escrow Deposits	10,257,621	9,948,854	308,767	3.1	9,948,854	308,767	3.1
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	123,980	153,698	(29,718)	-19.3	171,811	(47,831)	-27.8
Other Liabilities	-	11,169	(11,169)	-100.0	11,169	(11,169)	-100.0
Deferred Inflows	601	69,163	(68,561)	-99.1	69,163	(68,561)	-99.1
<b>Total Liabilities and Deferred Inflows</b>	<b>29,872,342</b>	<b>37,391,529</b>	<b>(7,519,186)</b>	<b>-20.1</b>	<b>40,846,714</b>	<b>(10,974,372)</b>	<b>-26.9</b>
Equity							
YTD Earnings(Loss)	2,945,034	1,719,555	1,225,479	71.3	3,328,502	(383,468)	-11.5
Prior Years Earnings	47,297,687	47,165,684	132,003	0.3	45,314,639	1,983,048	4.4
Transfers	(1,867,729)	(836,548)	(1,031,180)	123.3	(1,998,697)	130,968	-6.6
<b>Total Equity</b>	<b>48,374,993</b>	<b>48,048,691</b>	<b>326,302</b>	<b>0.7</b>	<b>46,644,444</b>	<b>1,730,549</b>	<b>3.7</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>78,247,335</b>	<b>85,440,220</b>	<b>(7,192,885)</b>	<b>-8.4</b>	<b>87,491,159</b>	<b>(9,243,823)</b>	<b>-10.6</b>

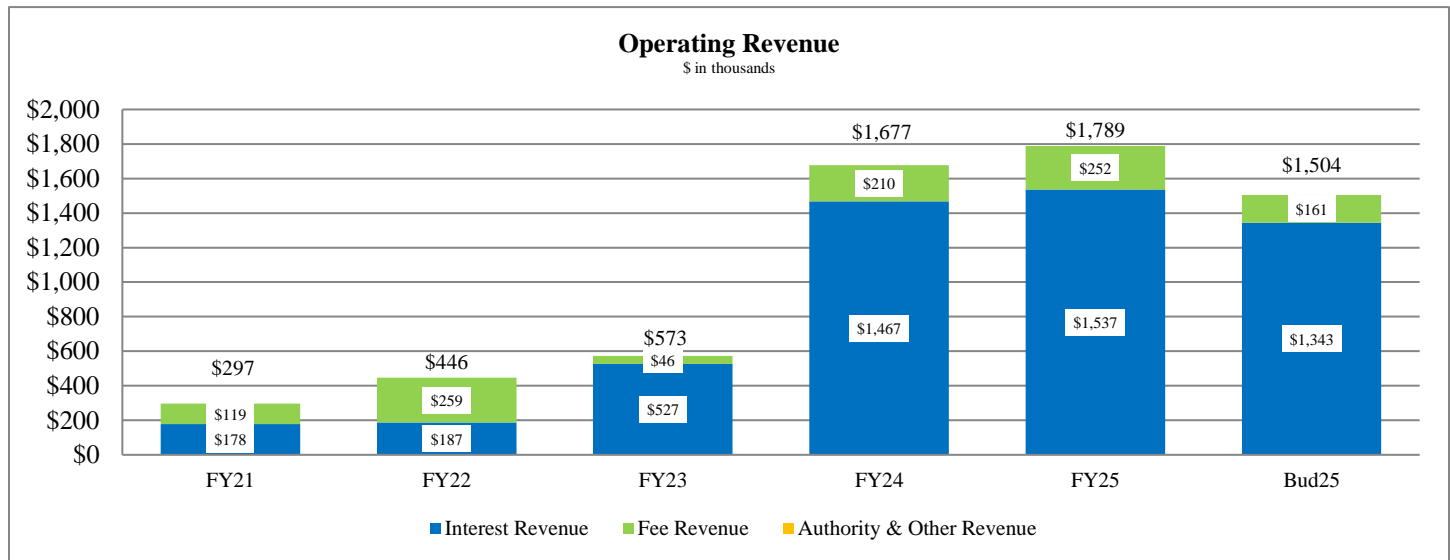
Income Statement	Multi Family (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	250,649	249,802	847	0.3	287,713	(37,064)	-12.9	2,303,923	2,021,894	282,029	13.9	2,575,811	(271,888)	-10.6
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	408,556	292,518	116,038	39.7	295,626	112,930	38.2	4,473,717	4,126,907	346,810	8.4	4,794,494	(320,776)	-6.7
Other Revenue	3,000	167	2,833	1700.0	1,000	2,000	200.0	6,500	1,333	5,167	387.5	5,500	1,000	18.2
Total Operating Revenue	662,205	542,486	119,719	22.1	584,339	77,866	13.3	6,784,140	6,150,135	634,005	10.3	7,375,805	(591,664)	-8.0
Operating Expense														
Interest Expense	60,266	93,260	(32,994)	-35.4	112,409	(52,142)	-46.4	693,109	765,561	(72,453)	-9.5	955,134	(262,025)	-27.4
Authority Expense	-	-	-	0.0	-	-	0.0	92,689	107,567	(14,878)	-13.8	122,859	(30,170)	-24.6
Employee Expense	222,432	263,257	(40,825)	-15.5	224,283	(1,851)	-0.8	1,835,327	2,276,782	(441,455)	-19.4	1,945,768	(110,441)	-5.7
Shared Expense	21,568	41,520	(19,952)	-48.1	77,629	(56,061)	-72.2	165,474	159,020	6,454	4.1	216,989	(51,515)	-23.7
Marketing Expense	-	-	-	0.0	-	-	0.0	624	-	624	0.0	-	624	0.0
Professional Services	40,528	55,985	(15,457)	-27.6	26,071	14,457	55.5	576,052	617,113	(41,060)	-6.7	499,021	77,032	15.4
Claim and Loss Expense	3,034	-	3,034	0.0	-	3,034	0.0	200,275	-	200,275	0.0	13,000	187,275	1440.6
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	(25)	-	(25)	0.0	(690)	665	-96.4	(145)	-	(145)	0.0	(1,285)	1,140	-88.7
Overhead Allocation	26,110	41,076	(14,966)	-36.4	29,222	(3,112)	-10.6	163,145	254,537	(91,392)	-35.9	162,569	575	0.4
Total Operating Expense	373,913	495,097	(121,184)	-24.5	468,924	(95,011)	-20.3	3,726,549	4,180,580	(454,030)	-10.9	3,914,056	(187,506)	-4.8
Net Operating Income (Loss) Before Grants	288,292	47,389	240,903	508.4	115,415	172,877	149.8	3,057,591	1,969,555	1,088,036	55.2	3,461,749	(404,158)	-11.7
Net Grant (Income) Expense														
Grant Revenue	(6,372,331)	(6,100,000)	(272,331)	4.5	(5,967,571)	(404,759)	6.8	(49,688,794)	(48,800,000)	(888,794)	1.8	(47,670,471)	(2,018,322)	4.2
Grant Expense	6,376,726	6,100,000	276,726	4.5	6,071,288	305,437	5.0	49,801,351	49,050,000	751,351	1.5	47,803,719	1,997,632	4.2
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Net Grant (Income) Expense	4,395	-	4,395	0.0	103,717	(99,322)	-95.8	112,557	250,000	(137,443)	-55.0	133,248	(20,691)	-15.5
Net Operating Income (Loss) After Grants	283,897	47,389	236,508	499.1	11,698	272,199	2326.9	2,945,034	1,719,555	1,225,479	71.3	3,328,502	(383,468)	-11.5
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	283,897	47,389	236,508	499.1	11,698	272,199	2326.9	2,945,034	1,719,555	1,225,479	71.3	3,328,502	(383,468)	-11.5
IFA Home Dept Staff Count	24	30	(6)	-18.6	24	-	0.0	22	30	(8)	-26.3	24	(2)	-9.8
FTE Staff Count	22	26	(4)	-16.3	20	2	8.1	19	26	(7)	-26.9	21	(2)	-10.5

To: IFA Board Members  
From: Tammi Dillavou  
Date: March 13, 2025  
Re: February 2025, YTD Financial Results

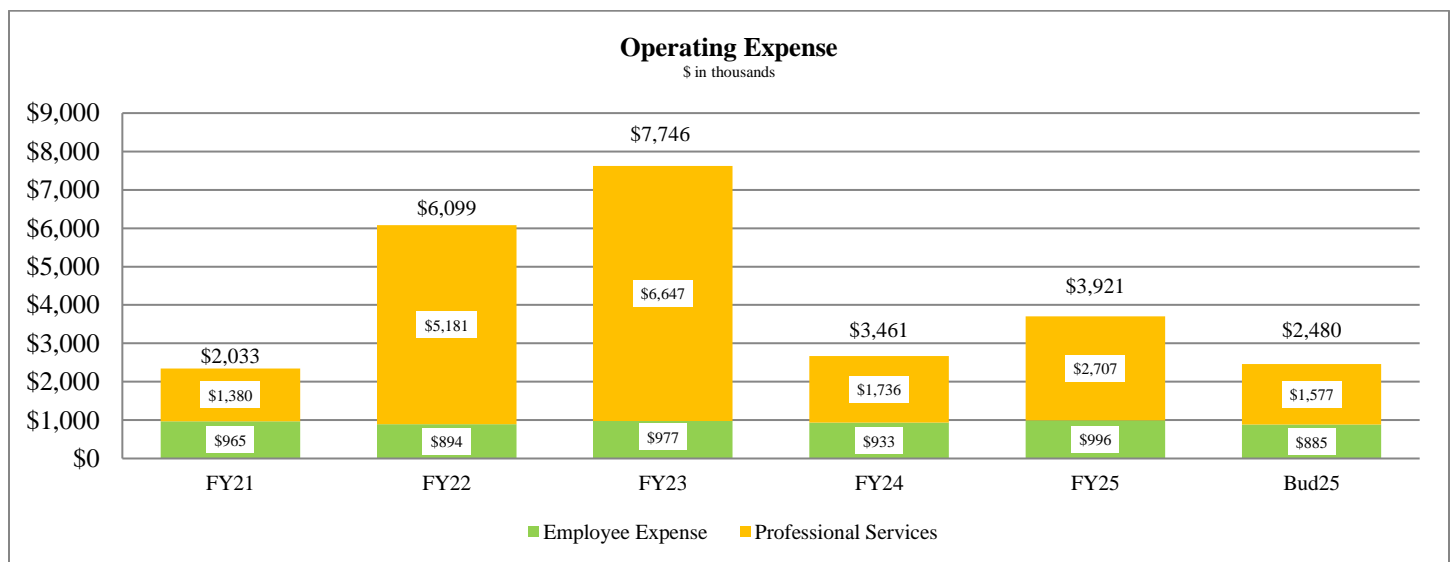


## Federal and State Programs (\$ in thousands)

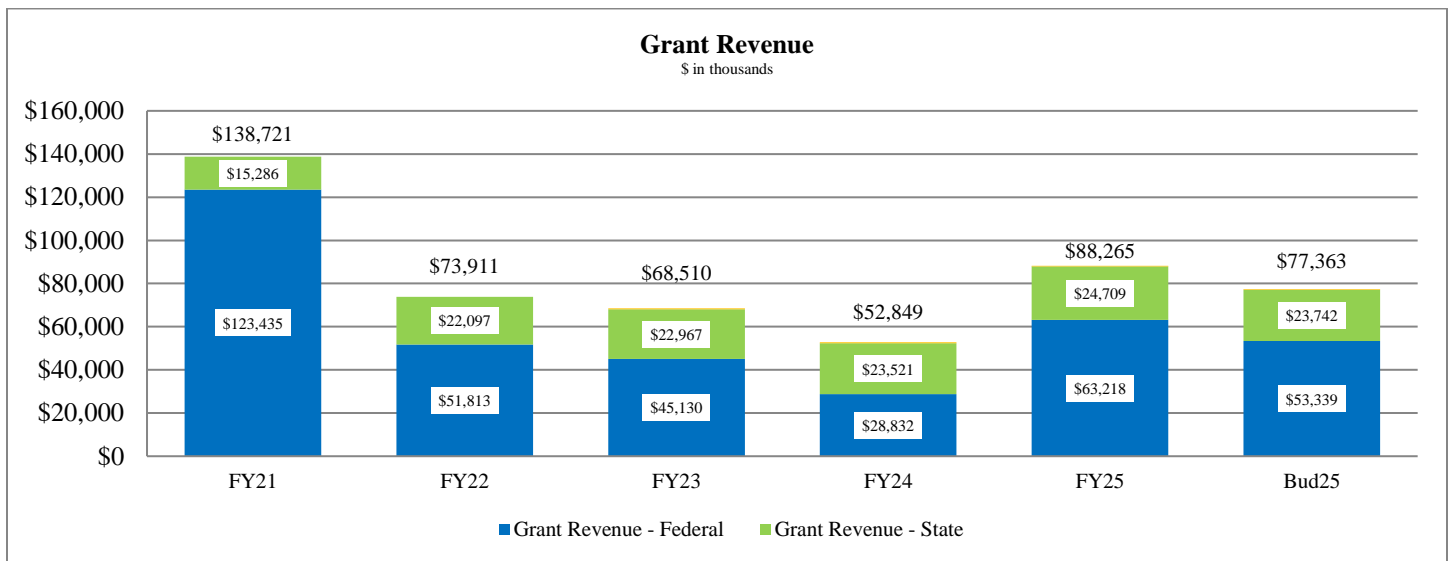
Federal and State programs operated unfavorably to budget through February 2025.



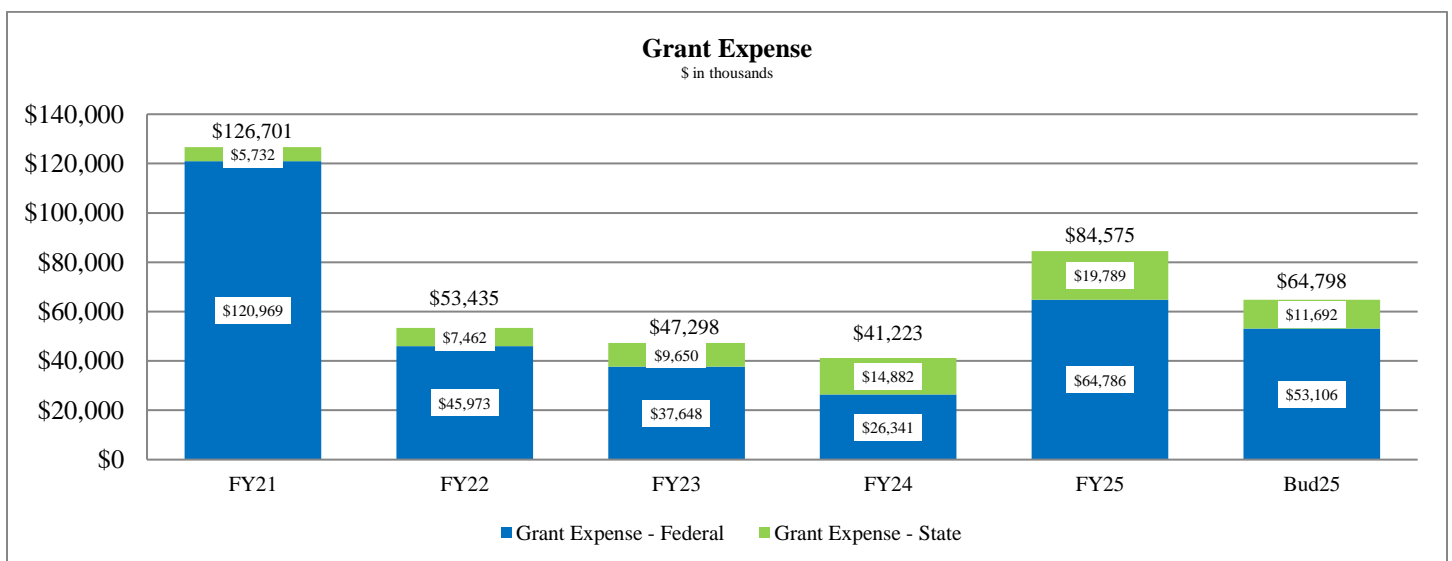
Operating Revenue was \$285 or 18.9% favorable to budget and up \$112 or 6.6% compared to last year. Interest Revenue was \$194 favorable to budget as a result of a higher rate of return on investments. Interest Revenue was derived from Iowa Title Guaranty and the State Housing Trust Fund.



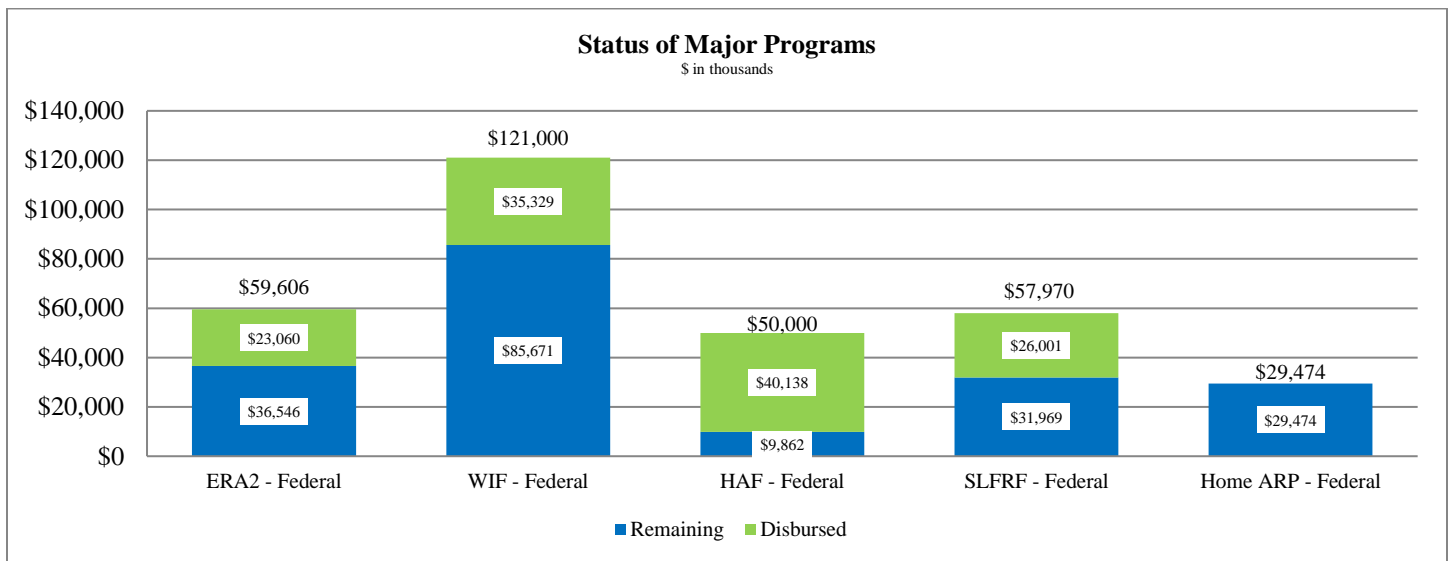
Operating Expense was \$1,441 or 58.1% unfavorable to budget and up \$460 or 13.3% compared to last year. Professional Services was \$1,130 unfavorable to budget and up \$971 compared to last year. Employee Expense was \$111 unfavorable to budget and up \$63 compared to last year.



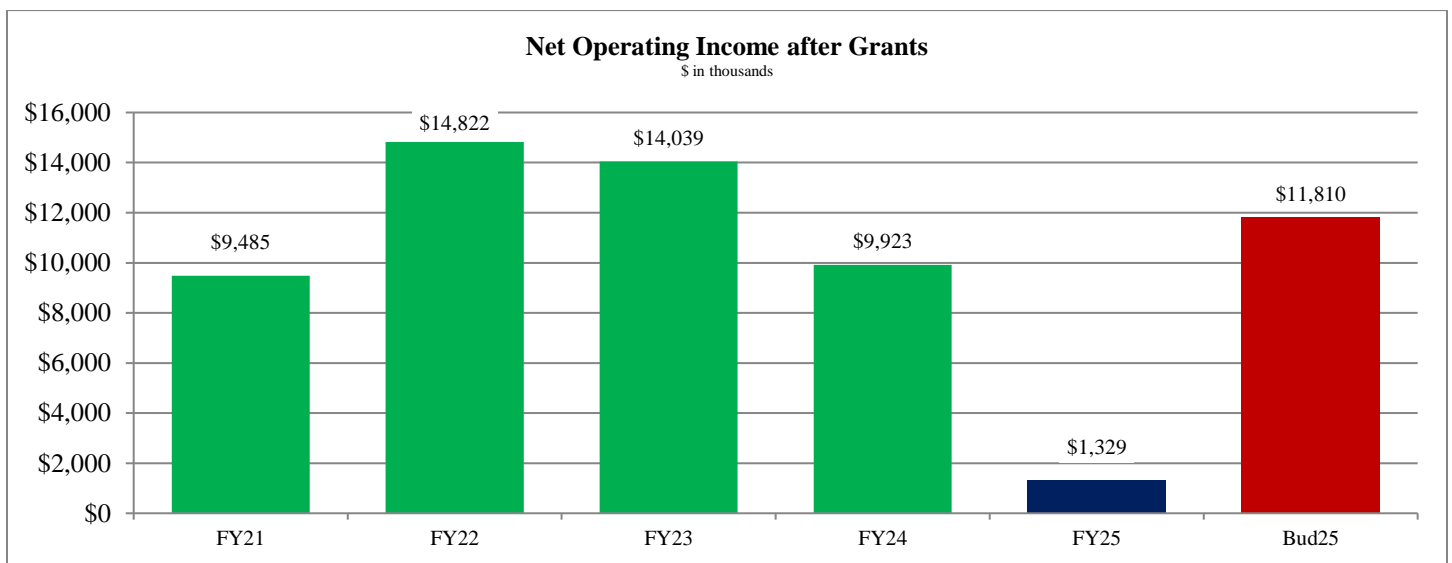
Grant Revenue was \$10,902 or 14.1% favorable to budget and up \$35,416 or 67% compared to last year. The prior year Federal variance was due to ARPA LIHTC funding which began in the 4<sup>th</sup> Quarter of Fiscal Year 2024.



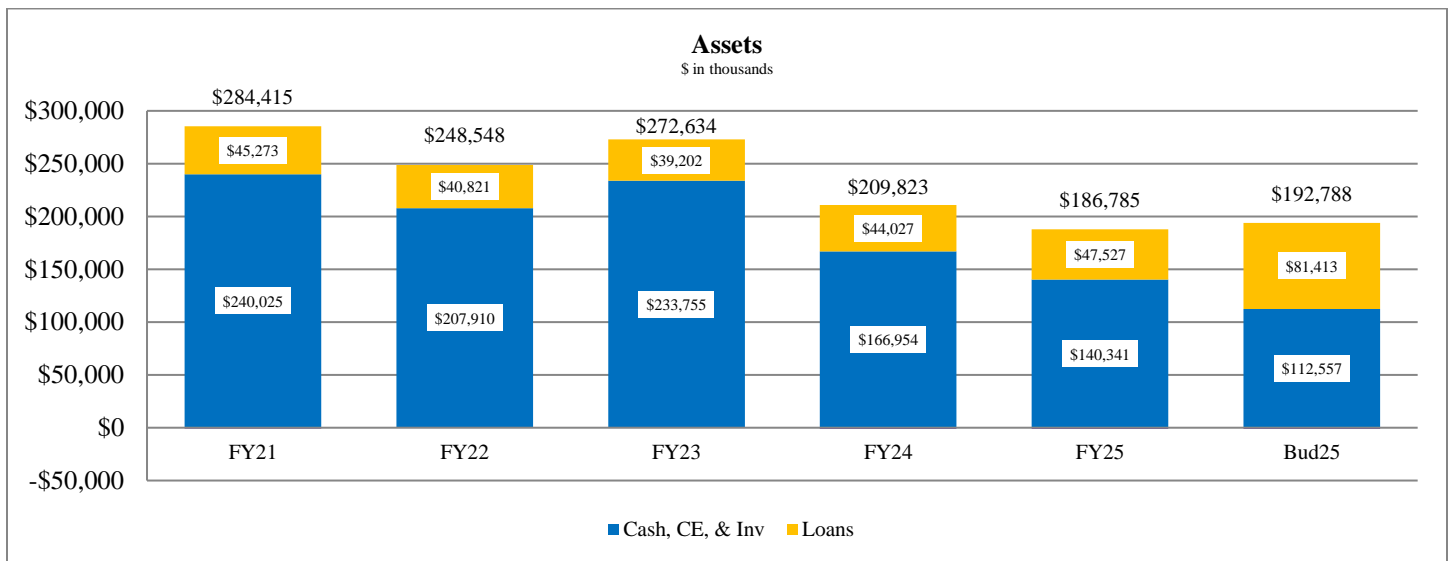
Grant Expense was \$19,777 or 30.5% unfavorable to budget and up \$43,352 compared to last year. The prior year Federal variance is due to ARPA LIHTC funding as explained above.



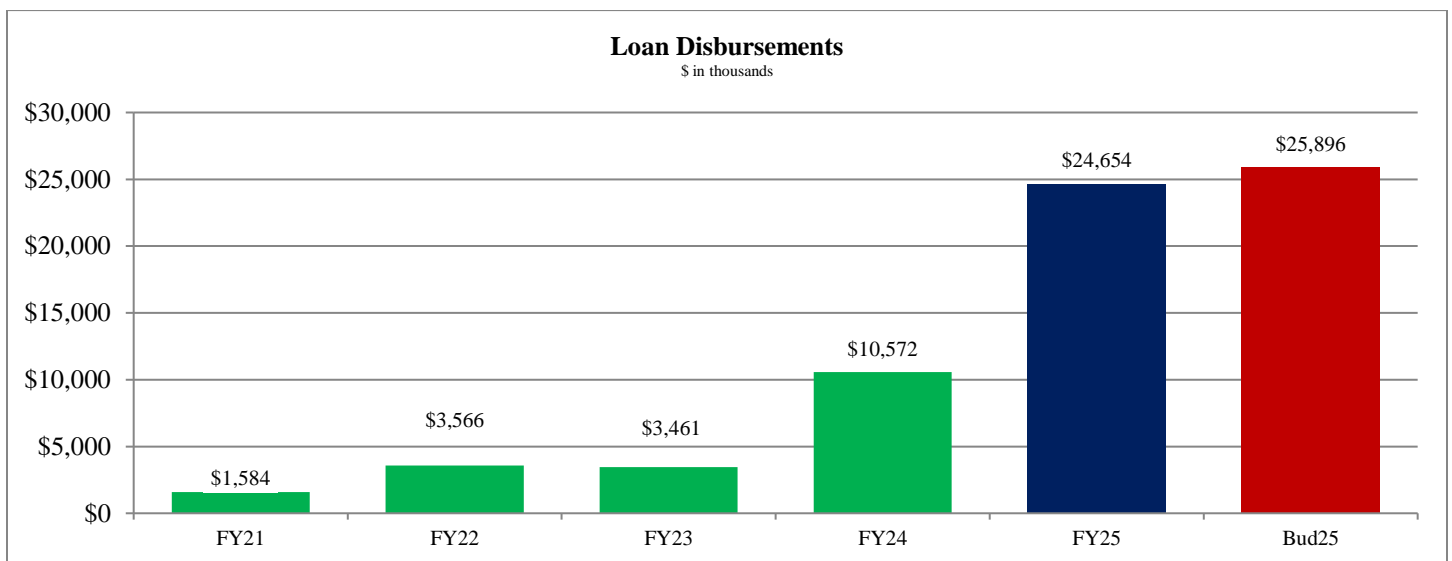
ERA2 consists of Rapid Rehousing Project (RRH), Refugee Resettlement Assistance (RRA), and Coordinated Entry (CE) programs. SLFRF consists of the Home Rehab Block Grant, ARPA LIHTC, and Iowa Home Grant programs.



As a result, Net Operating Loss after Grants (NOIAG) was unfavorable to budget by \$10,481 and down from last year by \$8,594.



Total Assets are slightly behind of budget 3.1%. The largest assets in Cash are from the Emergency Rental Assistance II Programs (ERA 2), Water Infrastructure Fund and Homeowner Assistance Fund.



Loan disbursements are below budget by \$1,242 and above last year by \$14,082. This variance is due to the timing of the ARPA – LIHTC Loans.

FSP Loan Portfolio by Series	June 30, 2024				02/28/2025 Balance		
	#	Balance	Additions	Payments	Balance	Chg	#
500-047 SHTF - Loans	9	1,583,213		(8,147)	1,575,066	-0.5%	9
500-047 SHTF - Cash Flow Loans	1	217,309		-	217,309	0.0%	1
500-049 Senior Living Trust Lns	15	9,380,649	-	(28,455)	9,352,194	-0.3%	16
500-050 Home & Comm Tr Lns	7	1,070,169		(12,010)	1,058,159	-1.1%	7
500-051 Transitional Housing Lns	2	640,809		(3,970)	636,839	-0.6%	2
500-057 TCAP Loans	12	17,674,797		-	17,674,797	0.0%	12
500-058 HOME Loans	205	114,107,202	284,039	(280,769)	114,110,472	0.0%	206
500-062 CHS Loans	11	1,697,353	-	(2,799)	1,694,554	-0.2%	11
500-067 Water Quality Loans (WQFA)	2	8,839,221	1,228,247	-	10,067,468	13.9%	3
500-083 ARPA LIHTC Loans	2	22,550,549	-	-	22,550,549	0.0%	10
Total Portfolio before Cap Int & Reserves		177,761,271	1,512,286	(336,150)	178,937,407	0.7%	
Loan Capitalized Interest Reserve		(7,695,553)	-	(14,305)	(7,709,858)	0.2%	
Loan Reserves		(123,737,281)	-	(2,216,963)	(125,954,244)	1.8%	
Total Portfolio	266	46,328,437	1,512,286	(2,567,418)	45,273,305	-2.3%	277

Revolving Loan Fund Commitments (\$ in whole dollars)							
Cash, Cash Equiv & Investments							State Loan Funds
	SLT 049						142,256
	HCBS 050						207,525
	THF 051						2,174,326
	CHS 062						725,733
							3,249,840
		Commitment Date	Original Commitment	01/31/2025 Balance	Monthly Activity	02/28/2025 Balance	Remaining Commitment
Loan Commitments							
	Vive	9/8/2021	1,000,000	-		-	-
	Shenandoah Senior Villas	9/8/2021	1,000,000	1,000,000		1,000,000	1,000,000
	NISHNA	2/28/2023	1,242,000	-		-	-
	Hope Haven	9/11/2023	405,000	38,812		38,812	38,812
	The Residence at Veteran's Park	7/3/2024	1,000,000	1,000,000		1,000,000	1,000,000
	Jefferson School Lofts	7/3/2024	500,000	500,000		500,000	500,000
Total Commitments			5,147,000	2,538,812	-	2,538,812	2,538,812



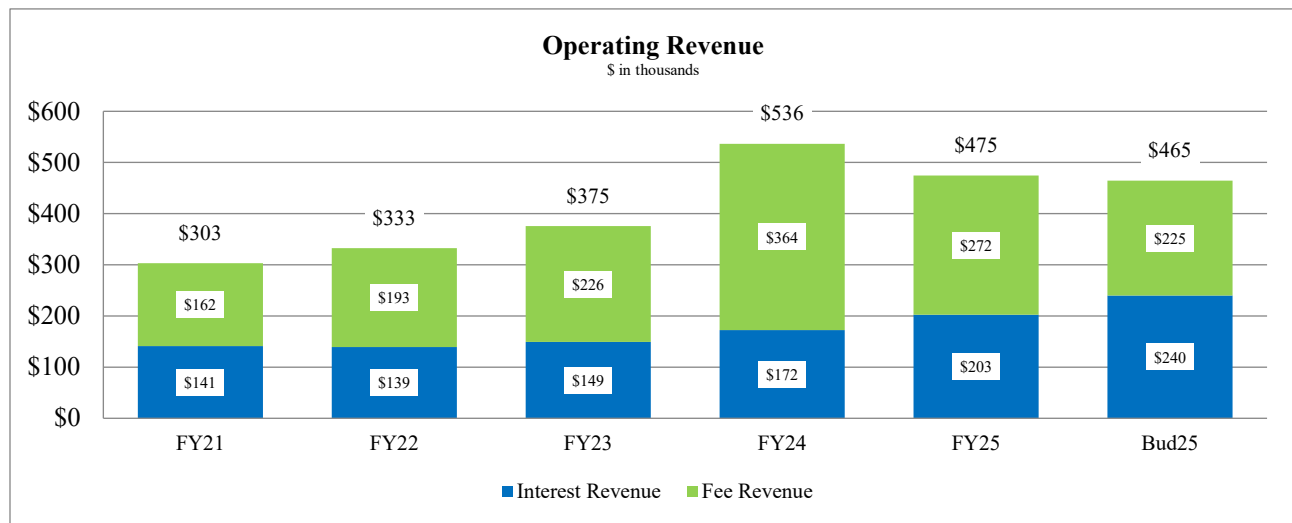
Balance Sheet	Federal and State Grant Programs (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	140,340,990	112,556,670	27,784,321	24.7	166,954,362	(26,613,371)	-15.9
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	-	-	-	0.0	-	-	0.0
Line of Credit	-	-	-	0.0	-	-	0.0
Loans - net of reserve for losses	47,526,627	81,413,493	(33,886,865)	-41.6	44,026,510	3,500,117	8.0
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	(1,082,928)	(1,182,609)	99,680	-8.4	(1,157,927)	74,999	-6.5
Deferred Outflows	-	-	-	0.0	-	-	0.0
Total Assets and Deferred Outflows	186,784,689	192,787,554	(6,002,864)	-3.1	209,822,945	(23,038,256)	-11.0
Liabilities, Deferred Inflows, and Equity							
Debt	-	-	-	0.0	-	-	0.0
Interest Payable	-	-	-	0.0	-	-	0.0
Unearned Revenue	69,987,919	58,755,769	11,232,150	19.1	95,016,120	(25,028,201)	-26.3
Escrow Deposits	-	-	-	0.0	-	-	0.0
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	313,504	5,200	308,304	5928.9	-	313,504	0.0
Other Liabilities	-	-	-	0.0	-	-	0.0
Deferred Inflows	-	-	-	0.0	-	-	0.0
Total Liabilities and Deferred Inflows	70,301,423	58,760,969	11,540,454	19.6	95,016,120	(24,714,697)	-26.0
Equity							
YTD Earnings(Loss)	1,329,069	11,809,510	(10,480,441)	-88.7	9,922,966	(8,593,897)	-86.6
Prior Years Earnings	115,030,605	122,244,393	(7,213,789)	-5.9	105,061,959	9,968,645	9.5
Transfers	123,593	(27,319)	150,912	-552.4	(178,101)	301,694	-169.4
Total Equity	116,483,266	134,026,585	(17,543,318)	-13.1	114,806,825	1,676,442	1.5
Total Liabilities, Deferred Inflows, and Equity	186,784,689	192,787,554	(6,002,864)	-3.1	209,822,945	(23,038,256)	-11.0

Income Statement	Federal and State Grant Programs (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	180,727	160,710	20,018	12.5	199,371	(18,644)	-9.4	1,536,949	1,343,270	193,678	14.4	1,466,882	70,067	4.8
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	13,700	21,083	(7,383)	-35.0	-	13,700	0.0	251,652	161,167	90,485	56.1	210,478	41,174	19.6
Other Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Operating Revenue	194,427	181,793	12,634	6.9	199,371	(4,944)	-2.5	1,788,600	1,504,437	284,163	18.9	1,677,360	111,240	6.6
Operating Expense														
Interest Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	112,713	99,199	13,514	13.6	117,662	(4,950)	-4.2	996,218	885,120	111,098	12.6	932,945	63,273	6.8
Shared Expense	6,420	113	6,307	5564.7	1,037	5,383	519.1	15,306	7,457	7,850	105.3	9,844	5,463	55.5
Marketing Expense	-	417	(417)	-100.0	3,339	(3,339)	-100.0	-	3,333	(3,333)	-100.0	3,839	(3,839)	-100.0
Professional Services	296,272	125,122	171,151	136.8	182,213	114,060	62.6	2,707,393	1,577,413	1,129,979	71.6	1,736,086	971,307	55.9
Claim and Loss Expense	(1,327)	(12,000)	10,673	-88.9	30,000	(31,327)	-104.4	107,334	(96,000)	203,334	-211.8	695,000	(587,666)	-84.6
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Overhead Allocation	13,374	16,495	(3,120)	-18.9	16,896	(3,522)	-20.8	95,227	102,943	(7,716)	-7.5	83,042	12,185	14.7
Total Operating Expense	427,452	229,345	198,108	86.4	351,147	76,305	21.7	3,921,477	2,480,267	1,441,210	58.1	3,460,756	460,721	13.3
Net Operating Income (Loss) Before Grants	(233,025)	(47,552)	(185,473)	390.0	(151,776)	(81,249)	53.5	(2,132,877)	(975,830)	(1,157,047)	118.6	(1,783,396)	(349,481)	19.6
Net Grant (Income) Expense														
Grant Revenue	(11,794,612)	(9,346,634)	(2,447,978)	26.2	(8,365,190)	(3,429,422)	41.0	(88,264,661)	(77,362,842)	(10,901,819)	14.1	(52,849,483)	(35,415,178)	67.0
Grant Expense	7,619,347	6,866,008	753,339	11.0	4,640,694	2,978,653	64.2	84,575,257	64,797,502	19,777,755	30.5	41,223,121	43,352,136	105.2
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	227,458	(220,000)	447,458	-203.4	(80,000)	307,458	-384.3
Total Net Grant (Income) Expense	(4,175,264)	(2,480,626)	(1,694,639)	68.3	(3,724,496)	(450,768)	12.1	(3,461,946)	(12,785,340)	9,323,394	-72.9	(11,706,362)	8,244,416	-70.4
Net Operating Income (Loss) After Grants	3,942,240	2,433,074	1,509,165	62.0	3,572,720	369,520	10.3	1,329,069	11,809,510	(10,480,441)	-88.7	9,922,966	(8,593,897)	-86.6
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	3,942,240	2,433,074	1,509,165	62.0	3,572,720	369,520	10.3	1,329,069	11,809,510	(10,480,441)	-88.7	9,922,966	(8,593,897)	-86.6
IFA Home Dept Staff Count	8	8	1	6.7	7	1	14.3	7	8	(0)	-5.0	8	(1)	-8.1
FTE Staff Count	12	10	1	12.9	11	0	4.1	11	10	1	7.4	11	0	2.6

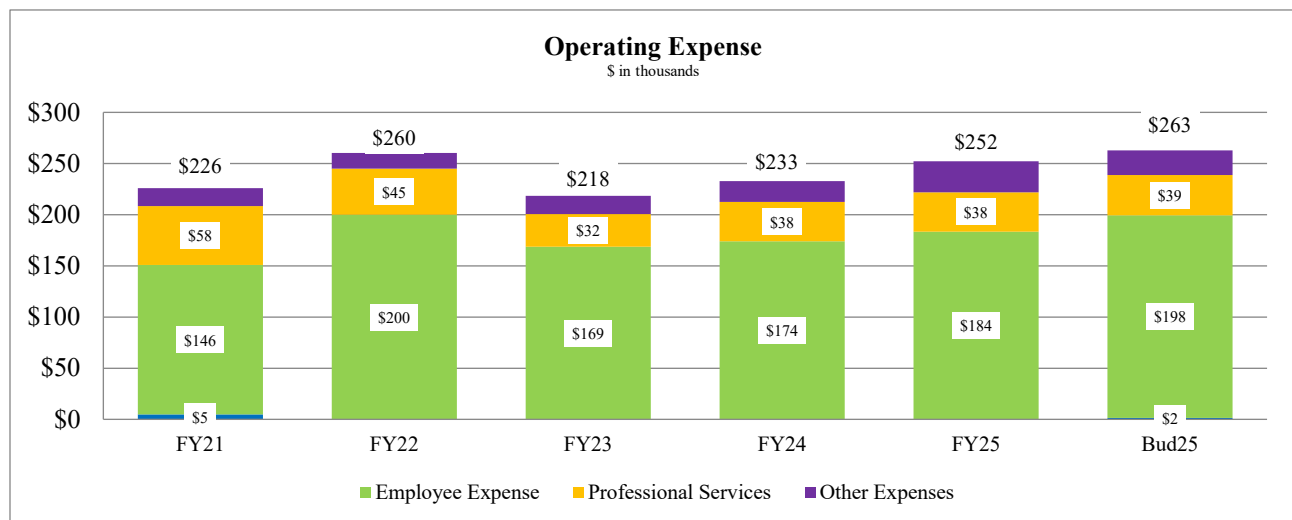
To: IFA and IADD Board Members  
 From: Becky Wu  
 Date: March 12, 2025  
 Re: February 2025 YTD IADD Financial Results

**Iowa Agricultural Development Division Results (\$ in thousands)**

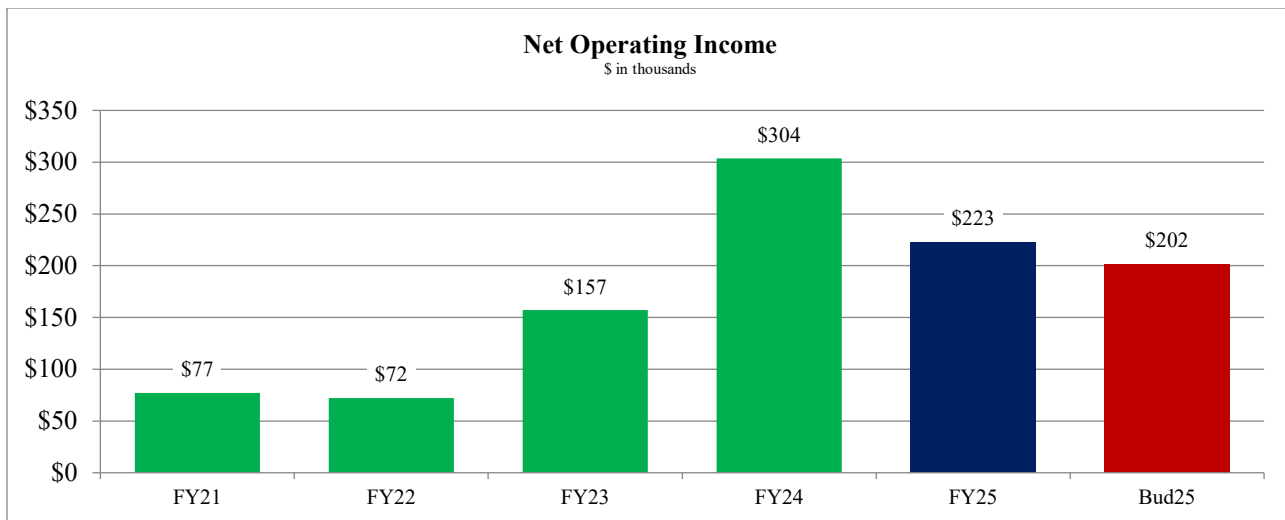
The Iowa Agriculture Development program operated favorably to budget as of February 2025.



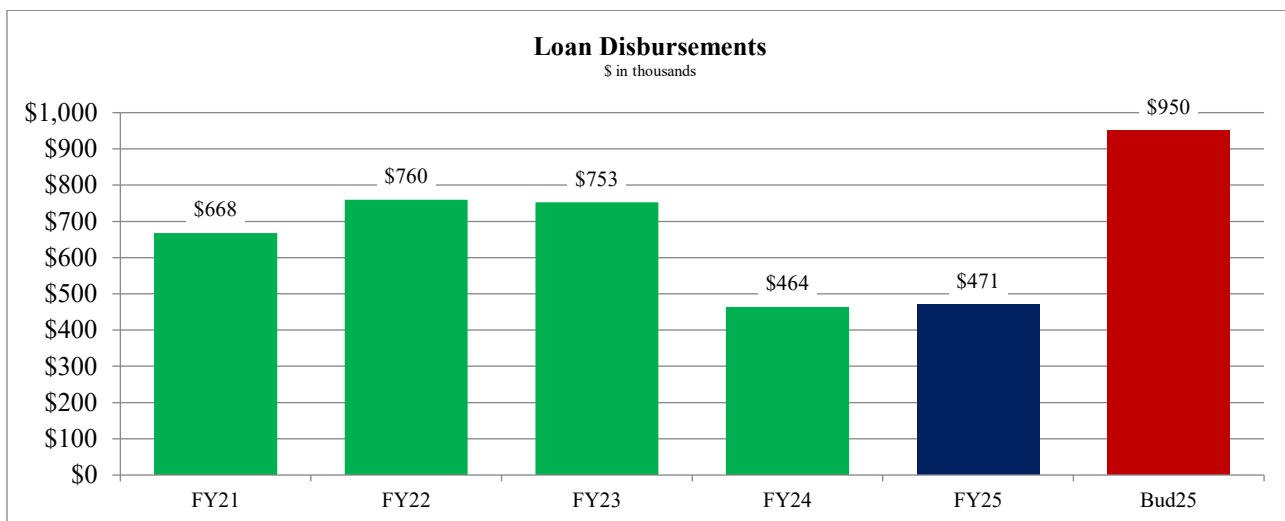
Operating Revenue was \$10 or 2.2% favorable to budget but \$61 or 11.5% below last year. Fee Revenue was favorable to budget due to timing on BFLP loan closings. Interest Revenue was unfavorable to budget due to early loan payoffs, paydown and timing on new LPP loan closings.



Operating Expense was \$11 or 4.1% favorable to budget, but \$19 or 8.3% above last year. Employee Expense and Professional Services were both favorable to budget.



As a result, Net Operating Income was \$21 or 10.4% favorable to budget but \$81 or 26.7% below last year.



**Notes:**

- There was \$979 available for administrative expenses.
- Restricted Rural Rehab Trust funds (LPP loan funds, including cash and LPP loan repayments) balance was \$1,148.
- The LPP loan balance was \$5,805. Loan reserves were \$58. The loan balance net of reserves was \$5,747.

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**LPP Loan Commitments**

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LPP	Bank	Commitment Date	Anticipated Closing Date	Original Commitment (\$ in actual)
P0326	American Bank, N.A.	6/5/2024	5/15/2025	200,000
P0329	Central Bank Illinois	9/3/2024	5/15/2025	200,000
P0332	American Bank, N.A.	2/5/2025	3/12/2025	200,000
Total Commitment				600,000

Balance Sheet	Agriculture Development Division (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	2,056,450	1,451,080	605,370	41.7	1,415,582	640,867	45.3
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	-	-	-	0.0	-	-	0.0
Line of Credit	-	-	-	0.0	-	-	0.0
Loans - net of reserve for losses	5,746,893	6,765,120	(1,018,227)	-15.1	6,057,471	(310,578)	-5.1
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	67,173	52,838	14,335	27.1	62,345	4,828	7.7
Deferred Outflows	-	-	-	0.0	-	-	0.0
<b>Total Assets and Deferred Outflows</b>	<b>7,870,515</b>	<b>8,269,038</b>	<b>(398,522)</b>	<b>-4.8</b>	<b>7,535,398</b>	<b>335,117</b>	<b>4.4</b>
Liabilities, Deferred Inflows, and Equity							
Debt	-	400,000	(400,000)	-100.0	-	-	0.0
Interest Payable	-	3,250	(3,250)	-100.0	-	-	0.0
Unearned Revenue	-	-	-	0.0	-	-	0.0
Escrow Deposits	-	-	-	0.0	-	-	0.0
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	7,000	5,657	1,344	23.8	5,657	1,344	23.8
Other Liabilities	-	-	-	0.0	-	-	0.0
Deferred Inflows	-	-	-	0.0	-	-	0.0
<b>Total Liabilities and Deferred Inflows</b>	<b>7,000</b>	<b>408,907</b>	<b>(401,907)</b>	<b>-98.3</b>	<b>5,657</b>	<b>1,344</b>	<b>23.8</b>
Equity							
YTD Earnings(Loss)	222,744	201,680	21,064	10.4	303,775	(81,031)	-26.7
Prior Years Earnings	7,640,771	7,658,451	(17,680)	-0.2	7,225,966	414,805	5.7
Transfers	-	-	-	0.0	-	-	0.0
<b>Total Equity</b>	<b>7,863,515</b>	<b>7,860,131</b>	<b>3,384</b>	<b>0.0</b>	<b>7,529,741</b>	<b>333,774</b>	<b>4.4</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>7,870,515</b>	<b>8,269,038</b>	<b>(398,522)</b>	<b>-4.8</b>	<b>7,535,398</b>	<b>335,117</b>	<b>4.4</b>

Income Statement	Agriculture Development Division (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	31,142	29,313	1,830	6.2	21,293	9,849	46.3	202,602	239,991	(37,389)	-15.6	172,463	30,139	17.5
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	47,538	32,583	14,954	45.9	55,247	(7,709)	-14.0	272,218	224,667	47,552	21.2	364,012	(91,794)	-25.2
Other Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Operating Revenue	78,680	61,896	16,784	27.1	76,540	2,140	2.8	474,820	464,657	10,163	2.2	536,475	(61,655)	-11.5
Operating Expense														
Interest Expense	-	333	(333)	-100.0	-	-	0.0	-	1,500	(1,500)	-100.0	-	-	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	21,003	21,851	(848)	-3.9	22,516	(1,513)	-6.7	183,526	197,774	(14,248)	-7.2	174,027	9,499	5.5
Shared Expense	20	1,030	(1,010)	-98.0	4,266	(4,245)	-99.5	252	3,840	(3,588)	-93.4	5,570	(5,318)	-95.5
Marketing Expense	7,779	1,000	6,779	677.9	895	6,884	769.2	19,824	4,300	15,524	361.0	6,587	13,237	201.0
Professional Services	13,226	4,917	8,309	169.0	13,827	(601)	-4.3	38,262	39,333	(1,071)	-2.7	38,308	(46)	-0.1
Claim and Loss Expense	1,483	455	1,028	225.8	(1,000)	2,483	-248.3	(951)	3,917	(4,868)	-124.3	(1,000)	49	-4.9
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Overhead Allocation	1,801	2,434	(634)	-26.0	2,338	(537)	-23.0	11,163	12,313	(1,150)	-9.3	9,207	1,956	21.2
Total Operating Expense	45,312	32,020	13,292	41.5	42,842	2,470	5.8	252,076	262,977	(10,901)	-4.1	232,700	19,377	8.3
Net Operating Income (Loss) Before Grants	33,368	29,876	3,492	11.7	33,698	(330)	-1.0	222,744	201,680	21,064	10.4	303,775	(81,031)	-26.7
Net Grant (Income) Expense														
Grant Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Grant Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Net Grant (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Operating Income (Loss) After Grants	33,368	29,876	3,492	11.7	33,698	(330)	-1.0	222,744	201,680	21,064	10.4	303,775	(81,031)	-26.7
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	33,368	29,876	3,492	11.7	33,698	(330)	-1.0	222,744	201,680	21,064	10.4	303,775	(81,031)	-26.7
IFA Home Dept Staff Count	2	2	-	0.0	2	-	0.0	2	2	-	0.0	2	-	0.0
FTE Staff Count	2	2	-	0.0	2	(0)	-3.4	2	2	0	6.2	2	0	2.2

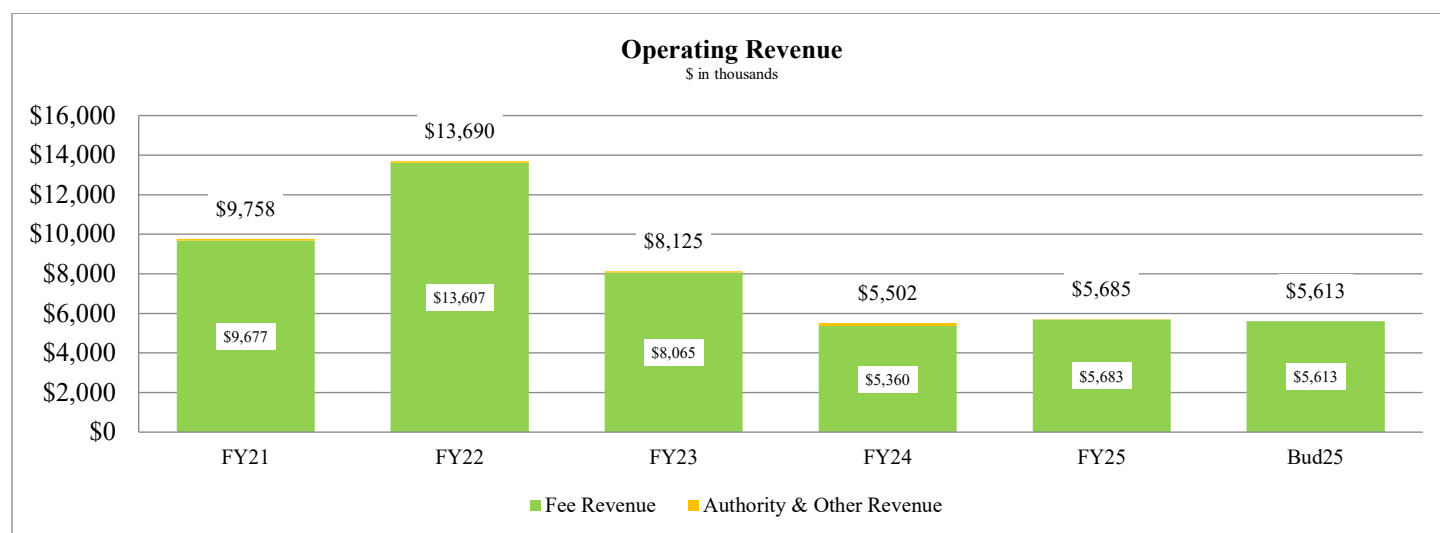
Income Statement	Agriculture Development Division (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Income														
Interest Revenue - Loans	23,453	19,335	4,118	21.3%	16,887	6,566	39%	144,179	151,508	(7,329)	-5%	142,450	1,730	1%
Interest Revenue - CE & Inv	7,689	9,977	(2,288)	-22.9%	4,407	3,283	74%	58,423	88,483	(30,060)	-34%	30,013	28,409	95%
Fee Inc - BFLP	35,888	20,833	15,054	72.3%	49,747	(13,859)	-28%	227,561	166,667	60,894	37%	312,660	(85,099)	-27%
Fee Inc - LPP	3,200	1,750	1,450	82.9%	-	3,200	0%	7,858	14,000	(6,143)	-44%	7,253	605	8%
Fee Inc - BFTC	8,450	10,000	(1,550)	-15.5%	5,500	2,950	54%	36,800	44,000	(7,200)	-16%	44,100	(7,300)	-17%
Fee Inc - BFCH TC	-	-	-	0.0%	-	-	0%	-	-	-	0%	-	-	0%
Total Operating Income	78,680	61,896	16,784	27.1%	76,540	2,140	3%	474,820	464,657	10,163	2%	536,475	(61,655)	-11%
Operating Expense														
Employee Expense	21,003	21,851	(848)	-3.9%	22,516	(1,513)	-7%	183,526	197,774	(14,248)	-7%	174,027	9,499	5%
Shared Expense	20	1,030	(1,010)	-98.0%	4,266	(4,245)	-100%	252	3,840	(3,588)	-93%	5,570	(5,318)	-95%
Marketing Expense	7,779	1,000	6,779	677.9%	895	6,884	769%	19,824	4,300	15,524	361%	6,587	13,237	201%
Professional Services	13,226	4,917	8,309	169.0%	13,827	(601)	-4%	38,262	39,333	(1,071)	-3%	38,308	(46)	0%
Claim and Loss Expense	1,483	455	1,028	225.8%	(1,000)	2,483	-248%	(951)	3,917	(4,868)	-124%	(1,000)	49	-5%
Operating Expense	45,312	32,020	13,292	41.5%	42,842	2,470	6%	252,076	262,977	(10,901)	-4%	232,700	19,377	8%
Net Grant (Income) Expense	-	-	-	0.0%	-	-	0%	-	-	-	0%	-	-	0%
Net Income (Loss)	33,368	29,876	3,492	11.7%	33,698	(330)	-1%	222,744	201,680	21,064	10%	303,775	(81,031)	-27%

Balance Sheet	Admin	RRTF	Total
Assets			
Cash & Cash Equivalents	974,860	1,081,590	2,056,450
Investments	-	-	-
Loans - net of reserves	48,147	5,698,745	5,746,893
Other Assets	(40,113)	107,285	67,173
Total Assets	982,895	6,887,620	7,870,515
Liabilities and Equity			
A/P - STATE	-	-	-
A/P - IFA	-	-	-
A/P - MISC	7,000	-	7,000
Total Liabilities	7,000	-	7,000
Current Years Earnings	48,919	173,825	222,744
Prior Years Earnings	926,975	6,713,795	7,640,771
Equity	975,895	6,887,620	7,863,515
Total Liabilities and Equity	982,895	6,887,620	7,870,515

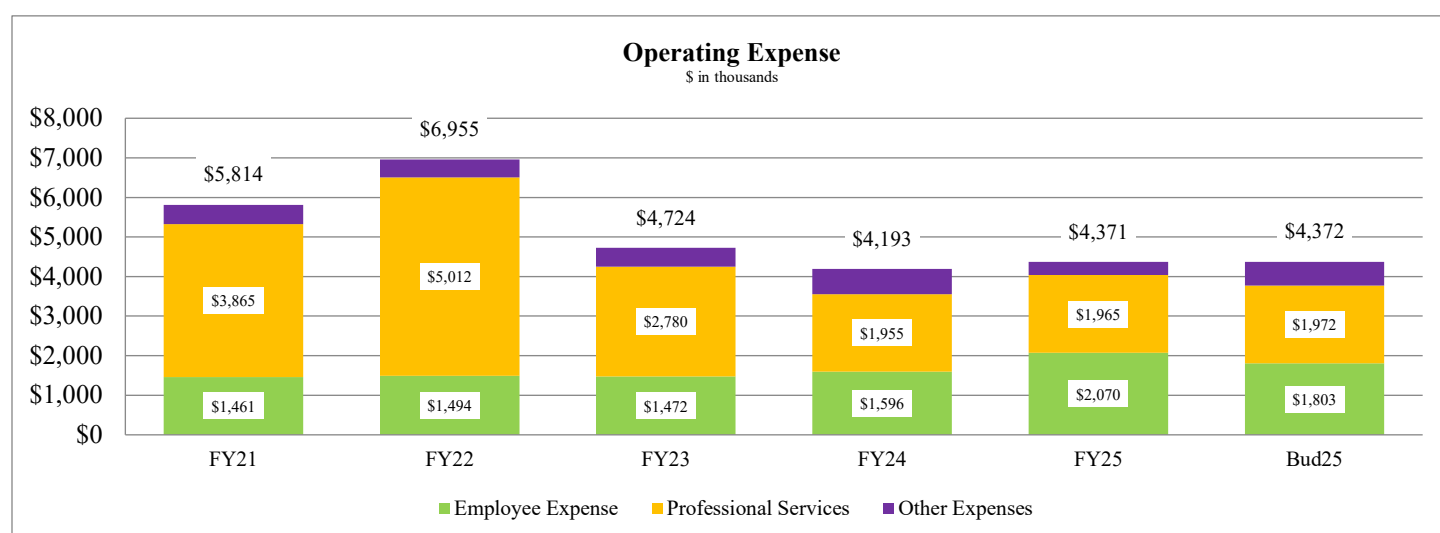
To: IFA & ITG Board Members  
 From: Michelle Bodie  
 Date: March 14, 2025  
 RE: February 2025 YTD Financial Results

## Iowa Title Guaranty Financial Results (\$ in thousands)

ITG operated favorably to budget through eight months of Fiscal Year 2025.

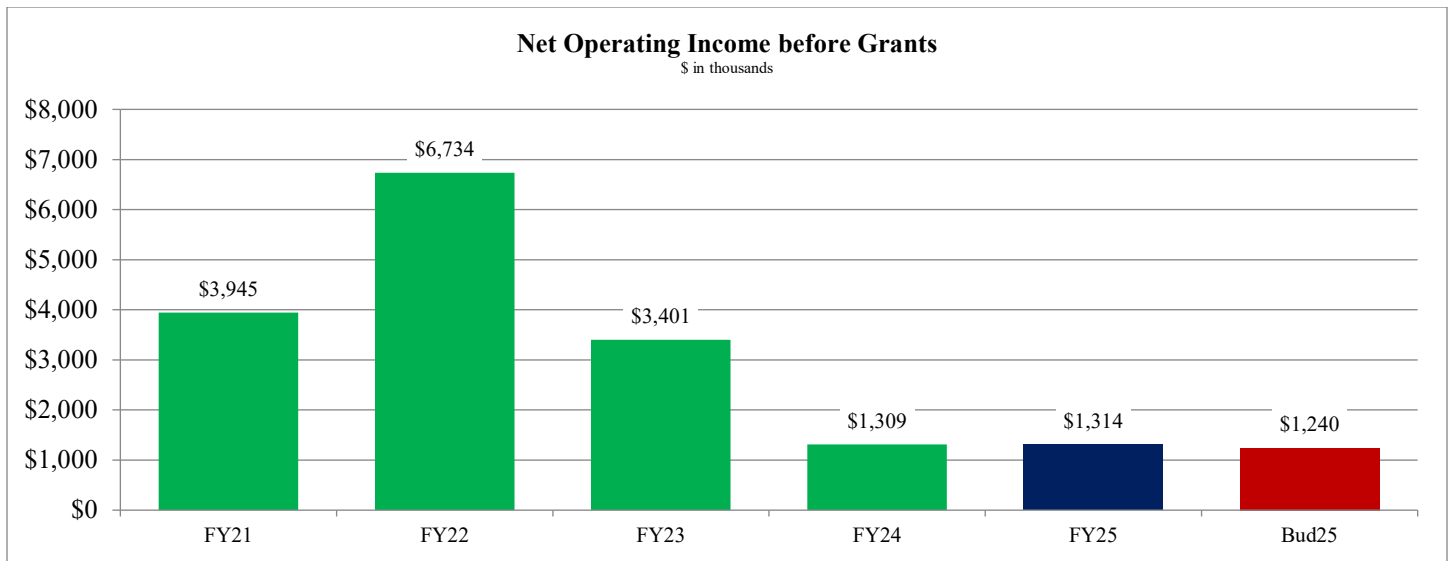


Operating Revenue was \$72 or 1.3% favorable to budget. Revenue was \$183 or 3.3% ahead of the prior year. Year-to-date revenue was \$5,685 of which \$5,020 was generated from residential transactions and \$665 from commercial transactions. Residential activity exceeded budget by 1.9% while commercial activity trailed budget by 3.4% through February.

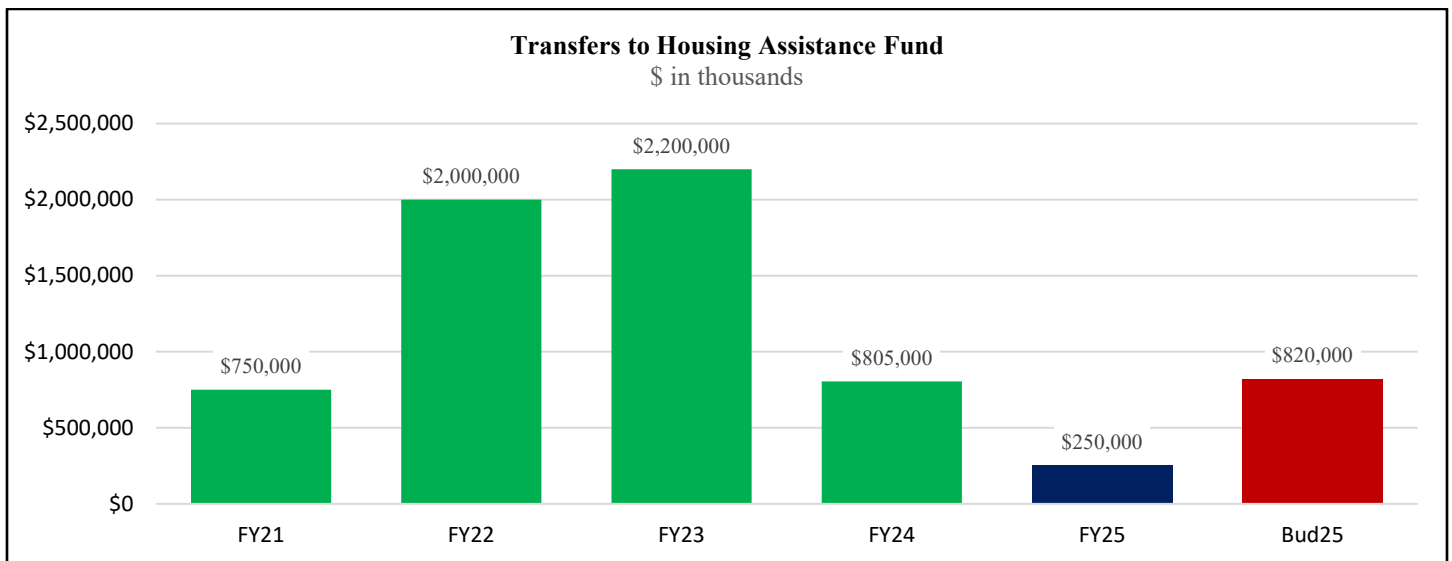


Operating Expense was in line with budget. Expenses were \$178 or 4.3% more than the prior year. Employee Expense exceeded budget by \$267 or 14.8%. Accrued vacation and sick leave, a component of Employee Expense, was moved to ITG's financials in October resulting in unplanned expense of \$271 through February. Included in Other Expenses, Claims and Losses, net of recoupments, was favorable to budget by \$223 or 93.1%.

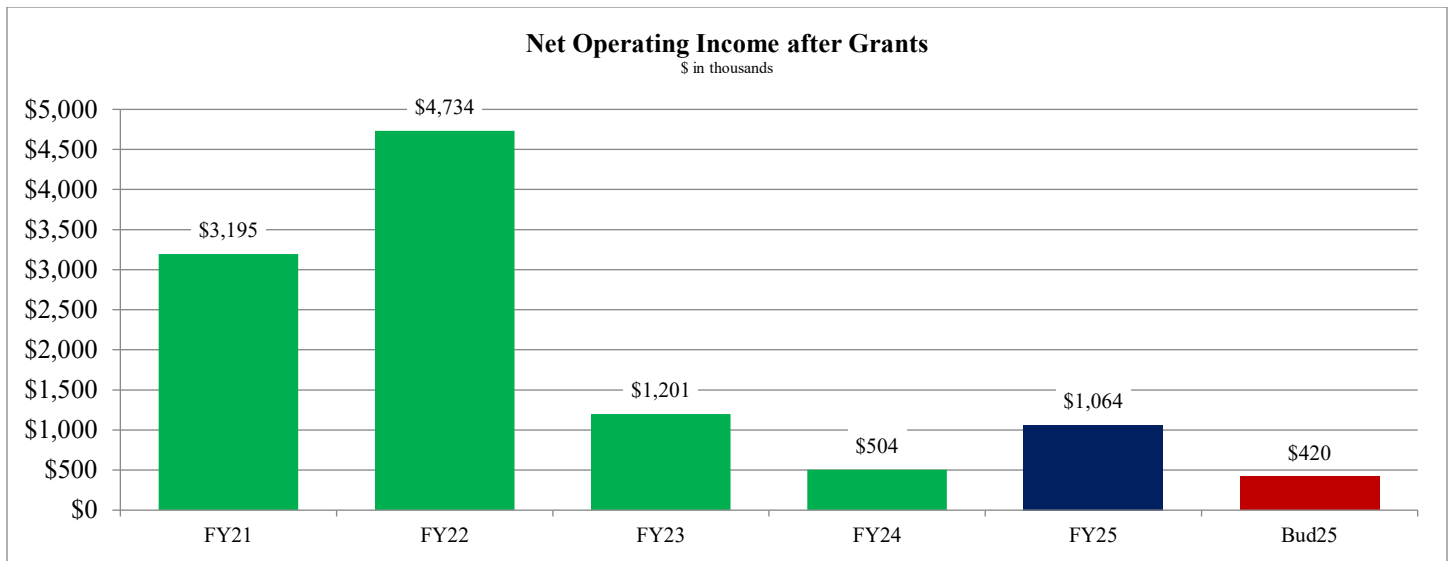




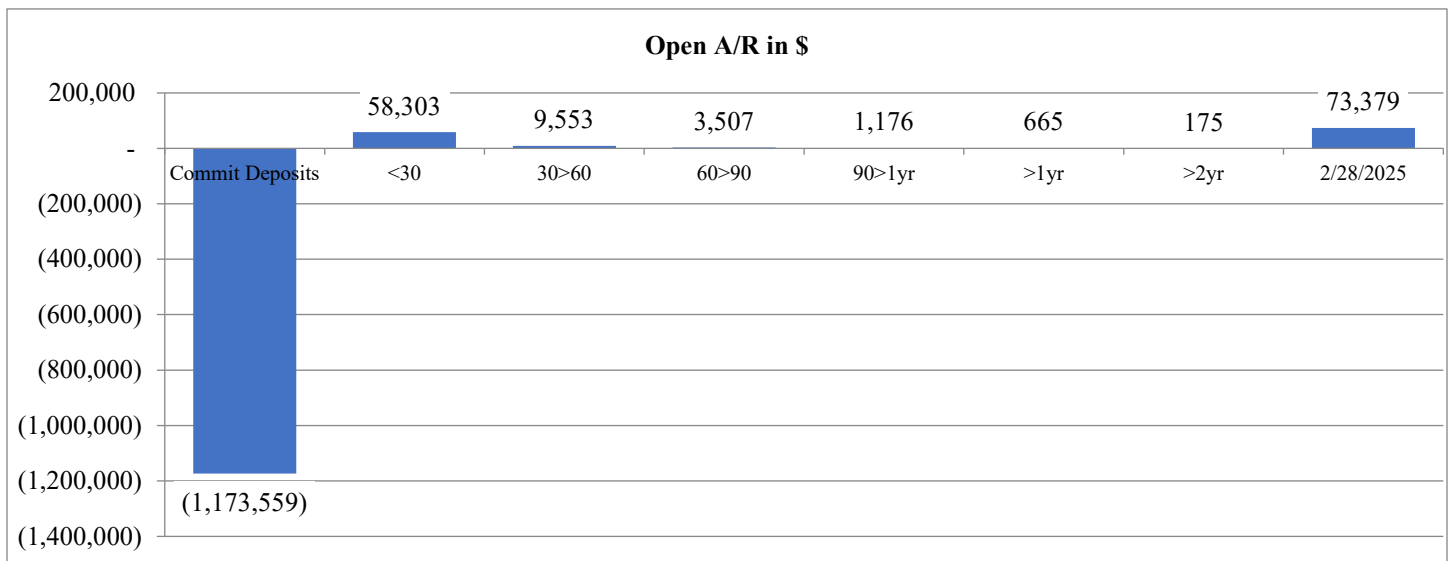
Net Operating Income before Grants (NOIBG) was favorable to budget by \$74. NOIBG was above last year by \$5.



The first fiscal year transfer to the Housing Assistance Fund (HAF) from Title Guaranty for \$250 occurred in December. Per State Code, the interest earned on ITG funds held by the State Treasurer are deposited directly to the State Housing Trust Fund (SHTF) monthly. The fiscal year interest earned on ITG funds was \$617 through February.

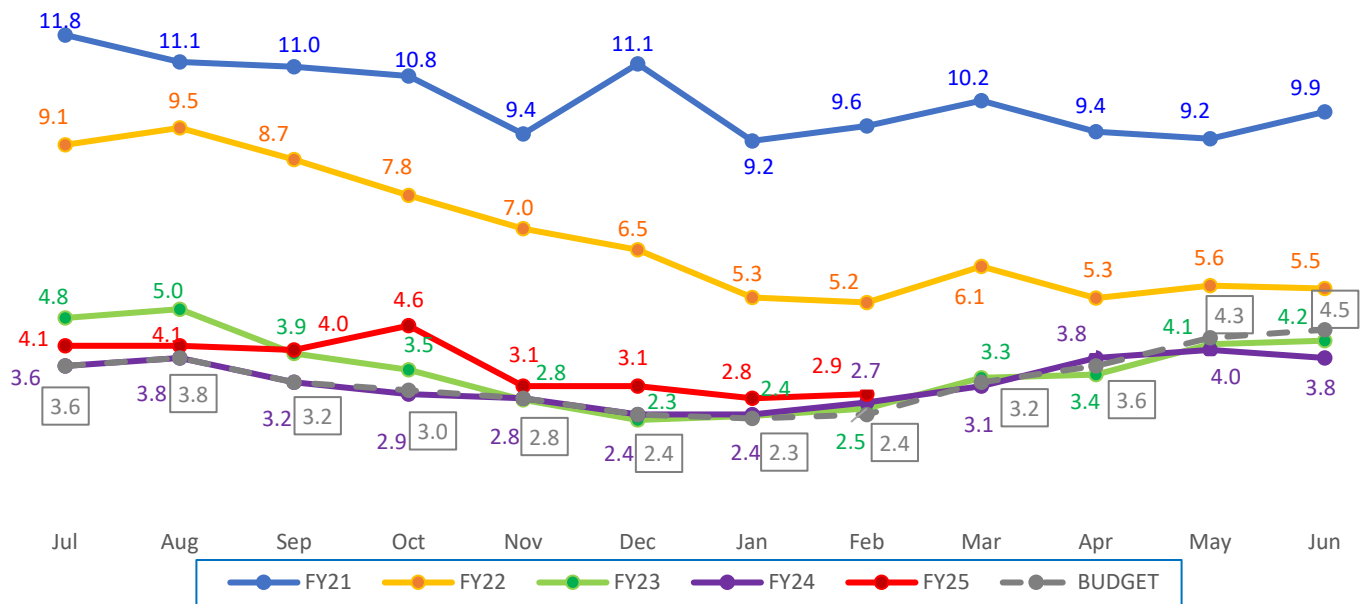


Net Operating Income after Grants (NOIAG) was favorable to budget by \$644. NOIAG was \$560 ahead of the previous year.



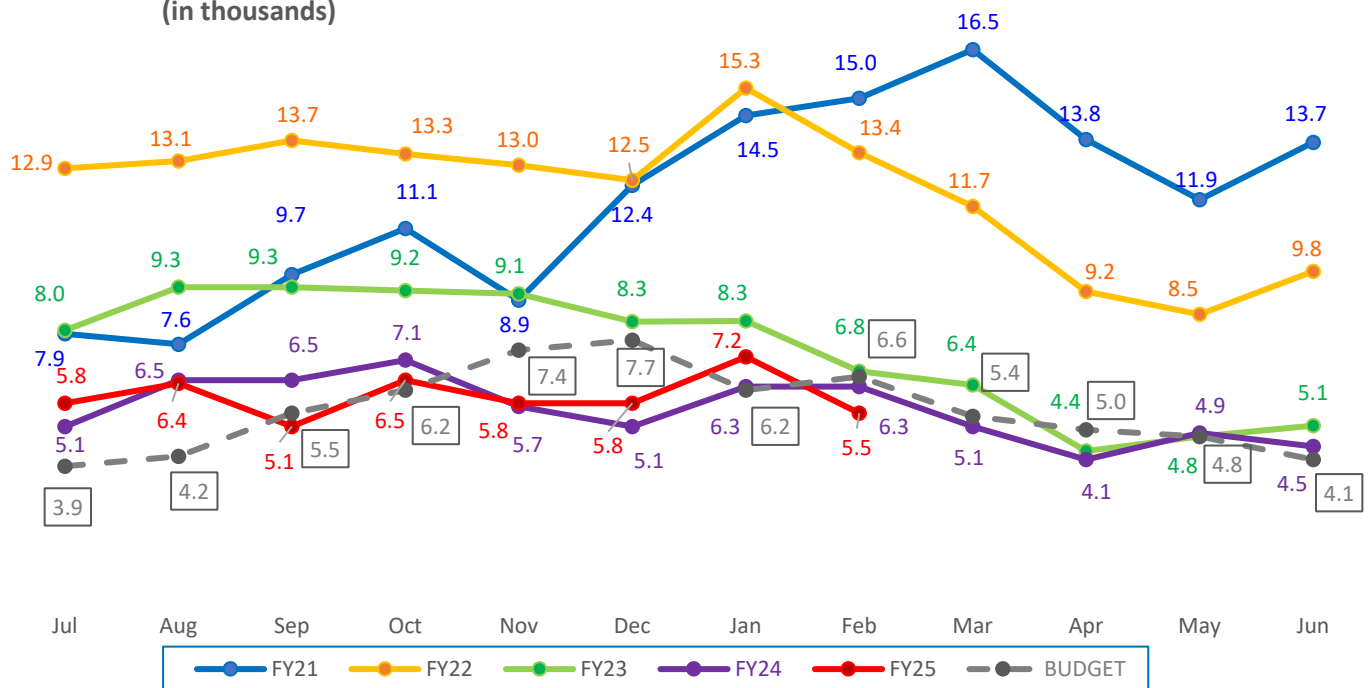
February receivables increased 2% from the January balance (\$73.4 vs \$71.9), while commitments decreased 8% from the prior month (\$1.17 M vs \$1.28 M). The fiscal year average balance for receivables was \$87.1 and commitments was \$1.39M.

**Commitments Issued - 5 Year Monthly Trend**  
(in thousands)



Fiscal year actual commitments issued of 28.7 compared to 23.5 budget and 23.8 in prior year.

**Certificates Issued - 5 Year Monthly Trend**  
(in thousands)



Fiscal year actual certificates issued of 48.1 compared to 47.7 budget and 48.6 in prior year.

Balance Sheet	Iowa Title Guaranty Division (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	23,191,194	20,728,958	2,462,235	11.9	20,285,837	2,905,357	14.3
Investments	-	-	-	0.0	-	-	0.0
Mortgage Backed Securities	-	-	-	0.0	-	-	0.0
Line of Credit	-	-	-	0.0	-	-	0.0
Loans - net of reserve for losses	-	-	-	0.0	-	-	0.0
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	(26,989)	(15,726)	(11,263)	71.6	(3,881)	(23,108)	595.5
Deferred Outflows	414,673	309,225	105,448	34.1	309,225	105,448	34.1
<b>Total Assets and Deferred Outflows</b>	<b>23,578,878</b>	<b>21,022,457</b>	<b>2,556,421</b>	<b>12.2</b>	<b>20,591,182</b>	<b>2,987,696</b>	<b>14.5</b>
Liabilities, Deferred Inflows, and Equity							
Debt	-	-	-	0.0	-	-	0.0
Interest Payable	-	-	-	0.0	-	-	0.0
Unearned Revenue	-	-	-	0.0	-	-	0.0
Escrow Deposits	1,919,056	389,826	1,529,231	392.3	389,826	1,529,231	392.3
Reserves for Claims	2,076,994	1,580,977	496,017	31.4	1,480,977	596,017	40.2
Accounts Payable & Accrued Liabilities	1,715,474	1,485,953	229,521	15.4	1,376,689	338,786	24.6
Other Liabilities	1,044,519	1,322,887	(278,368)	-21.0	930,578	113,941	12.2
Deferred Inflows	162,527	152,105	10,422	6.9	242,905	(80,378)	-33.1
<b>Total Liabilities and Deferred Inflows</b>	<b>6,918,570</b>	<b>4,931,748</b>	<b>1,986,822</b>	<b>40.3</b>	<b>4,420,974</b>	<b>2,497,596</b>	<b>56.5</b>
Equity							
YTD Earnings(Loss)	1,063,880	420,436	643,444	153.0	504,105	559,775	111.0
Prior Years Earnings	15,596,428	15,670,273	(73,846)	-0.5	15,666,102	(69,674)	-0.4
Transfers	-	-	-	0.0	-	-	0.0
<b>Total Equity</b>	<b>16,660,308</b>	<b>16,090,709</b>	<b>569,598</b>	<b>3.5</b>	<b>16,170,207</b>	<b>490,101</b>	<b>3.0</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>23,578,878</b>	<b>21,022,457</b>	<b>2,556,421</b>	<b>12.2</b>	<b>20,591,182</b>	<b>2,987,696</b>	<b>14.5</b>

Income Statement	Iowa Title Guaranty Division (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	664,818	776,275	(111,457)	-14.4	668,618	(3,800)	-0.6	5,683,426	5,612,674	70,752	1.3	5,359,561	323,865	6.0
Other Revenue	(50)	-	(50)	0.0	1,306	(1,356)	-103.8	1,570	-	1,570	0.0	142,279	(140,708)	-98.9
Total Operating Revenue	664,768	776,275	(111,507)	-14.4	669,924	(5,156)	-0.8	5,684,996	5,612,674	72,322	1.3	5,501,840	183,156	3.3
Operating Expense														
Interest Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	202,504	216,870	(14,366)	-6.6	201,350	1,154	0.6	2,070,465	1,803,252	267,214	14.8	1,596,219	474,247	29.7
Shared Expense	17,732	16,785	947	5.6	34,663	(16,931)	-48.8	187,062	209,423	(22,361)	-10.7	209,219	(22,157)	-10.6
Marketing Expense	13,799	1,100	12,699	1154.5	1,500	12,299	819.9	32,652	27,090	5,562	20.5	18,320	14,332	78.2
Professional Services	228,525	269,925	(41,401)	-15.3	267,993	(39,469)	-14.7	1,965,188	1,971,570	(6,382)	-0.3	1,955,499	9,689	0.5
Claim and Loss Expense	(7,750)	30,000	(37,750)	-125.8	(6,061)	(1,689)	27.9	16,551	240,000	(223,449)	-93.1	220,618	(204,067)	-92.5
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	97	-	97	0.0	4,243	(4,146)	-97.7	97	-	97	0.0	110,861	(110,764)	-99.9
Overhead Allocation	16,230	24,668	(8,439)	-34.2	20,881	(4,651)	-22.3	99,100	120,903	(21,803)	-18.0	81,998	17,102	20.9
Total Operating Expense	471,137	559,349	(88,212)	-15.8	524,569	(53,432)	-10.2	4,371,116	4,372,238	(1,122)	0.0	4,192,734	178,382	4.3
Net Operating Income (Loss) Before Grants	193,631	216,926	(23,295)	-10.7	145,355	48,276	33.2	1,313,880	1,240,436	73,444	5.9	1,309,105	4,775	0.4
Net Grant (Income) Expense														
Grant Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Grant Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	250,000	820,000	(570,000)	-69.5	805,000	(555,000)	-68.9
Total Net Grant (Income) Expense	-	-	-	0.0	-	-	0.0	250,000	820,000	(570,000)	-69.5	805,000	(555,000)	-68.9
Net Operating Income (Loss) After Grants	193,631	216,926	(23,295)	-10.7	145,355	48,276	33.2	1,063,880	420,436	643,444	153.0	504,105	559,775	111.0
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	193,631	216,926	(23,295)	-10.7	145,355	48,276	33.2	1,063,880	420,436	643,444	153.0	504,105	559,775	111.0
IFA Home Dept Staff Count	21	22	(1)	-4.5	20	1	5.0	21	21	(0)	-0.6	20	1	5.6
FTE Staff Count	20	23	(3)	-11.1	21	(1)	-2.5	21	22	(1)	-3.5	21	0	1.5

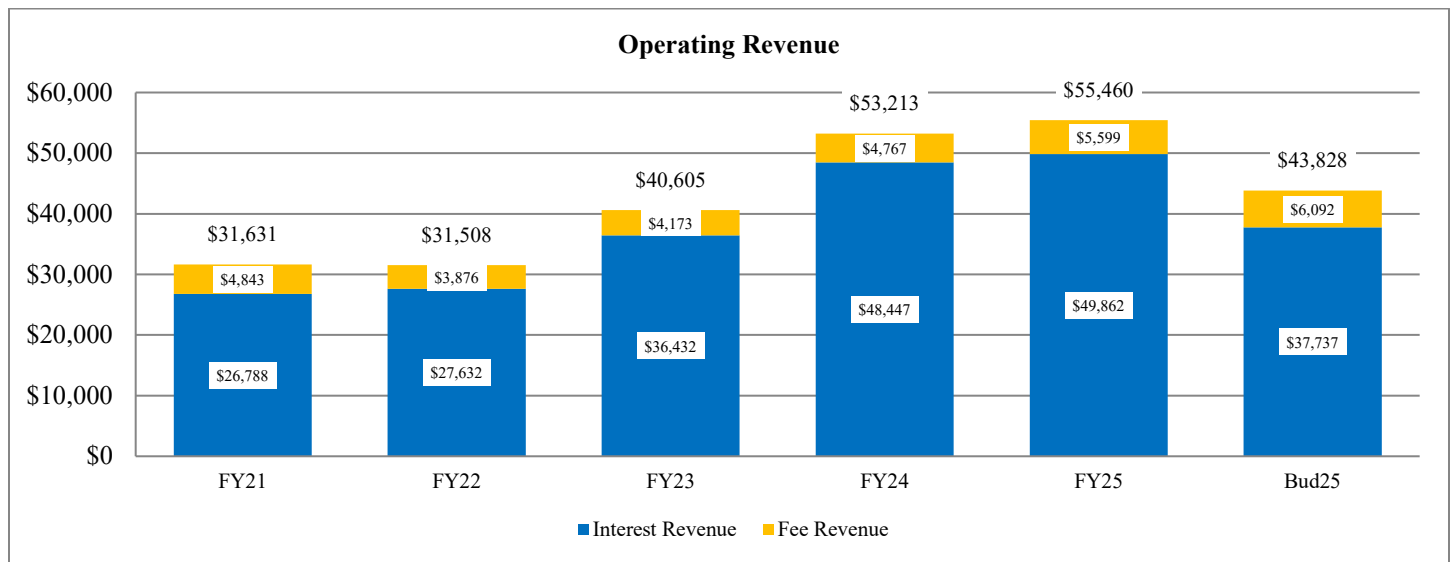
Income Statement	800-020 Residential													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	593,765	676,600	(82,835)	-12.2	524,877	68,888	13.1	5,019,591	4,924,024	95,567	1.9	4,796,912	222,679	4.6
Other Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Operating Revenue	593,765	676,600	(82,835)	-12.2	524,877	68,888	13.1	5,019,591	4,924,024	95,567	1.9	4,796,912	222,679	4.6
Operating Expense														
Interest Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	150,078	159,827	(9,749)	-6.1	161,413	(11,335)	-7.0	1,544,174	1,409,239	134,935	9.6	1,269,372	274,802	21.6
Shared Expense	16,443	16,185	258	1.6	31,273	(14,830)	-47.4	177,322	195,398	(18,077)	-9.3	197,589	(20,267)	-10.3
Marketing Expense	13,799	600	13,199	2199.8	1,500	12,299	819.9	21,638	11,990	9,648	80.5	8,369	13,269	158.6
Professional Services	228,525	269,675	(41,151)	-15.3	267,993	(39,469)	-14.7	1,965,188	1,969,570	(4,382)	-0.2	1,955,499	9,689	0.5
Claim and Loss Expense	(7,750)	30,000	(37,750)	-125.8	(6,061)	(1,689)	27.9	16,551	240,000	(223,449)	-93.1	220,618	(204,067)	-92.5
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	97	-	97	0.0	170	(73)	-43.0	97	-	97	0.0	3,207	(3,110)	-97.0
Overhead Allocation	12,461	18,718	(6,257)	-33.4	16,857	(4,397)	-26.1	78,470	94,673	(16,203)	-17.1	66,299	12,171	18.4
Total Operating Expense	413,651	495,004	(81,353)	-16.4	473,145	(59,494)	-12.6	3,803,440	3,920,871	(117,431)	-3.0	3,720,953	82,487	2.2
Net Operating Income (Loss) Before Grants	180,114	181,596	(1,482)	-0.8	51,732	128,382	248.2	1,216,151	1,003,153	212,998	21.2	1,075,959	140,192	13.0
Net Grant (Income) Expense														
Grant Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Grant Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	250,000	820,000	(570,000)	-69.5	805,000	(555,000)	-68.9
Total Net Grant (Income) Expense	-	-	-	0.0	-	-	0.0	250,000	820,000	(570,000)	-69.5	805,000	(555,000)	-68.9
Net Operating Income (Loss) After Grants	180,114	181,596	(1,482)	-0.8	51,732	128,382	248.2	966,151	183,153	782,998	427.5	270,959	695,192	256.6
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	180,114	181,596	(1,482)	-0.8	51,732	128,382	248.2	966,151	183,153	782,998	427.5	270,959	695,192	256.6
IFA Home Dept Staff Count	17	17	-	0.0	16	1	6.3	17	17	0	0.7	16	1	7.0
FTE Staff Count	16	17	(2)	-10.0	17	(1)	-7.3	17	17	(0)	-2.4	17	(0)	-0.4

Income Statement	800-030 Commercial													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	71,053	99,675	(28,622)	-28.7	143,741	(72,688)	-50.6	663,835	688,650	(24,815)	-3.6	562,649	101,186	18.0
Other Revenue	(50)	-	(50)	0.0	1,306	(1,356)	-103.8	1,570	-	1,570	0.0	142,279	(140,708)	-98.9
Total Operating Revenue	71,003	99,675	(28,672)	-28.8	145,047	(74,044)	-51.0	665,405	688,650	(23,245)	-3.4	704,928	(39,523)	-5.6
Operating Expense														
Interest Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	52,427	57,044	(4,617)	-8.1	39,937	12,490	31.3	526,291	394,012	132,279	33.6	326,847	199,444	61.0
Shared Expense	1,289	600	689	114.8	3,390	(2,101)	-62.0	9,741	14,025	(4,284)	-30.5	11,630	(1,890)	-16.2
Marketing Expense	-	500	(500)	-100.0	-	-	0.0	11,014	15,100	(4,086)	-27.1	9,951	1,063	10.7
Professional Services	-	250	(250)	-100.0	-	-	0.0	-	2,000	(2,000)	-100.0	-	-	0.0
Claim and Loss Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	-	-	-	0.0	4,073	(4,073)	-100.0	-	-	-	0.0	107,654	(107,654)	-100.0
Overhead Allocation	3,769	5,951	(2,181)	-36.7	4,024	(254)	-6.3	20,630	26,230	(5,600)	-21.3	15,699	4,931	31.4
Total Operating Expense	57,485	64,344	(6,859)	-10.7	51,423	6,062	11.8	567,676	451,367	116,309	25.8	471,782	95,894	20.3
Net Operating Income (Loss) Before Grants	13,518	35,331	(21,813)	-61.7	93,623	(80,106)	-85.6	97,729	237,283	(139,554)	-58.8	233,146	(135,417)	-58.1
Net Grant (Income) Expense														
Grant Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Grant Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Net Grant (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Operating Income (Loss) After Grants	13,518	35,331	(21,813)	-61.7	93,623	(80,106)	-85.6	97,729	237,283	(139,554)	-58.8	233,146	(135,417)	-58.1
Other Non-Operating (Income) Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Net Income (Loss)	13,518	35,331	(21,813)	-61.7	93,623	(80,106)	-85.6	97,729	237,283	(139,554)	-58.8	233,146	(135,417)	-58.1
IFA Home Dept Staff Count	4	5	(1)	-20.0	4	-	0.0	4	4	(0)	-5.9	4	-	0.0
FTE Staff Count	5	6	(1)	-14.4	4	1	17.5	4	5	(0)	-7.4	4	0	9.2

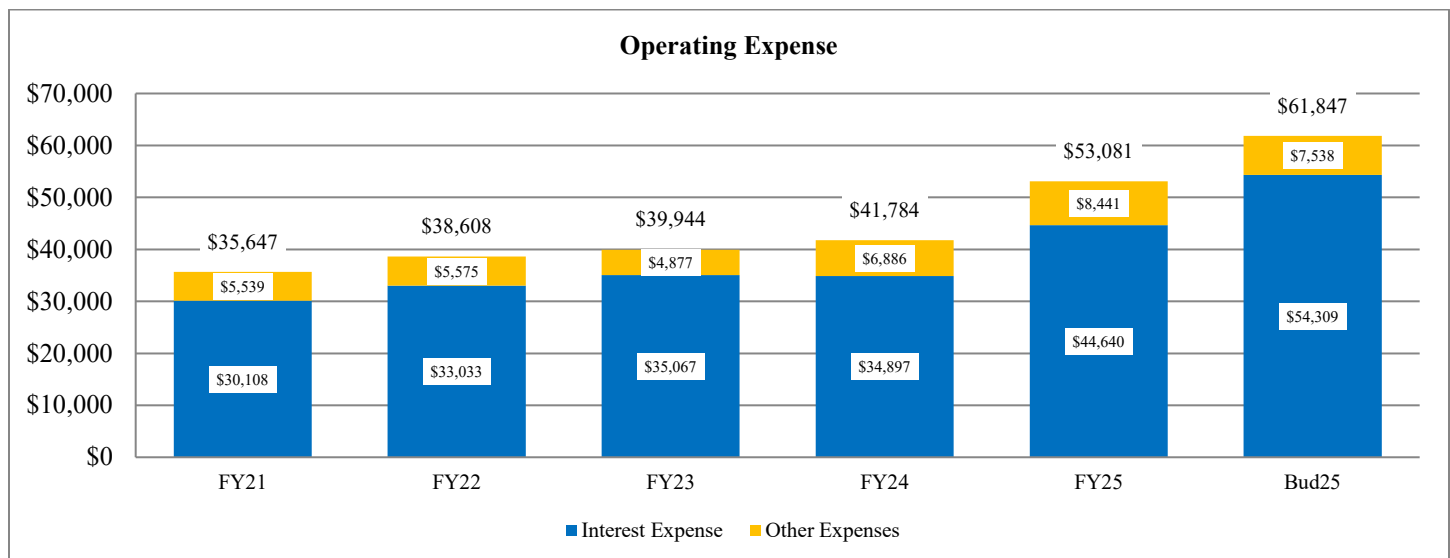
To: IFA Board Members  
 From: Michelle Bodie  
 Date: March 19, 2025  
 Re: February 2025 YTD SRF Financial Results

## State Revolving Fund Results (\$ in thousands)

The State Revolving Fund program operated favorably to budget through eight months of Fiscal Year 2025.  
 Note: The SRF's Series 2025AB bonds for \$166.5M closed on January 30, 2025.

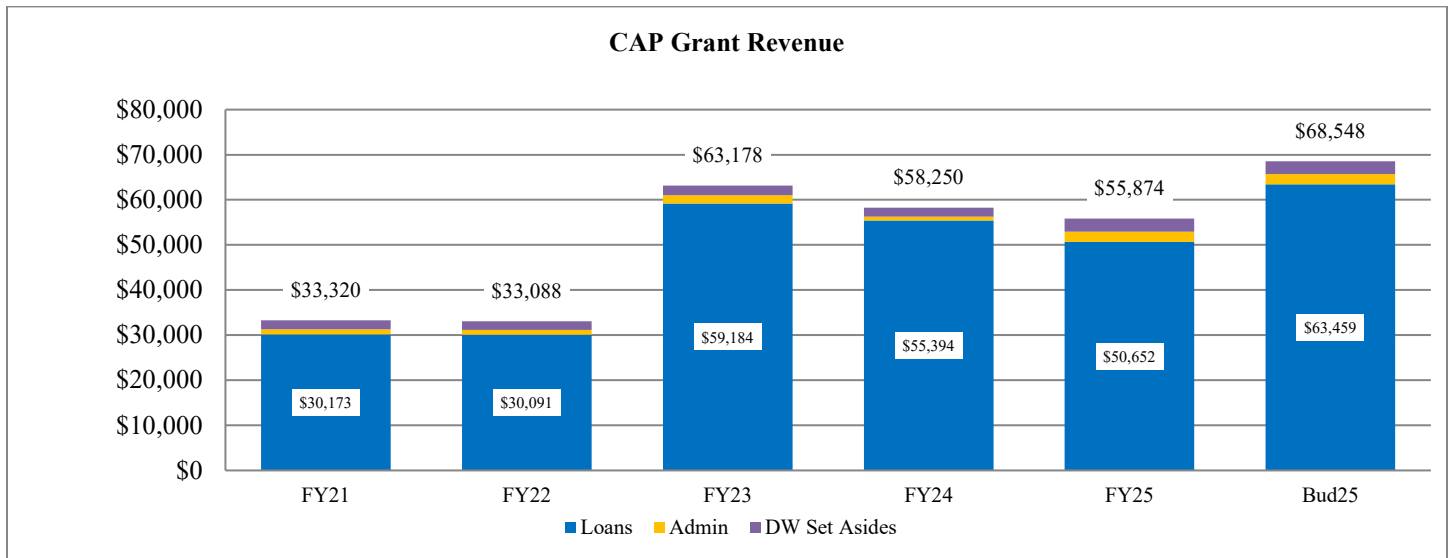


Operating Revenue was \$11,632 or 26.5% favorable to budget and \$2,247 or 4.2% above last year. Interest Revenue was \$12,125 or 32.1% favorable to budget due to a larger investment balance and higher interest rate of return on investments than planned.

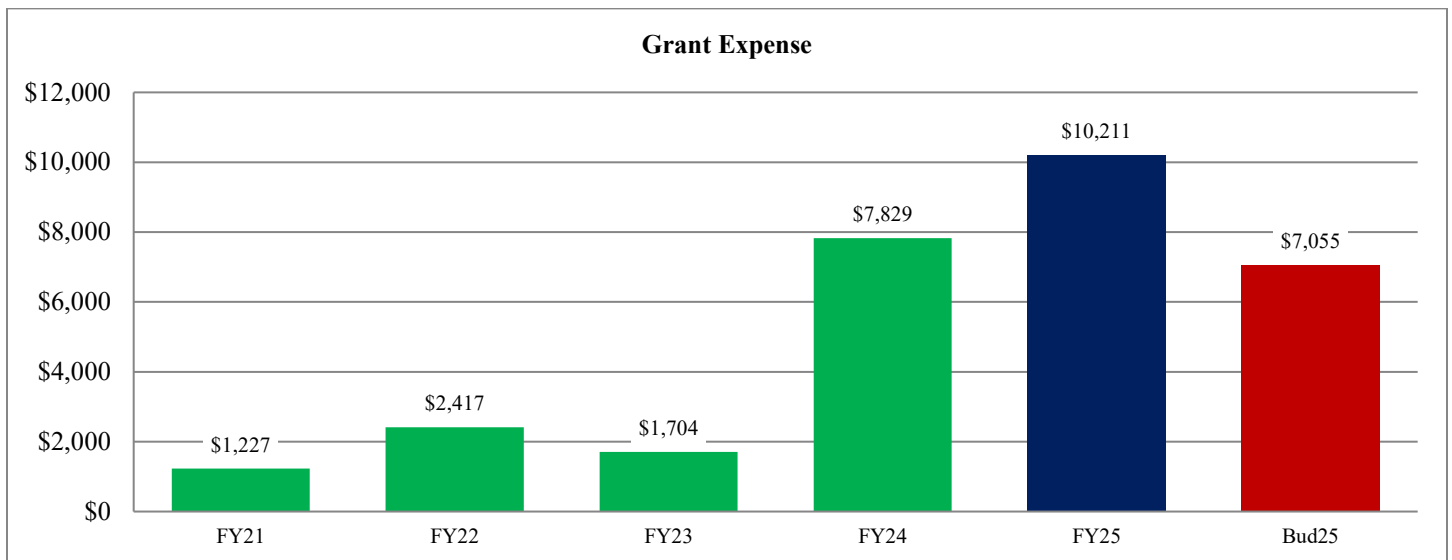


Operating Expense was \$8,766 or 14.2% favorable to budget but \$11,297 or 27.0% higher than last year. Actual interest expense was below budget and above the prior year by the same amount of 9.7 million. Other Expenses includes the DNR administrative expense reimbursement which was above both budget and prior year by \$14.5% and 25.5%, respectively

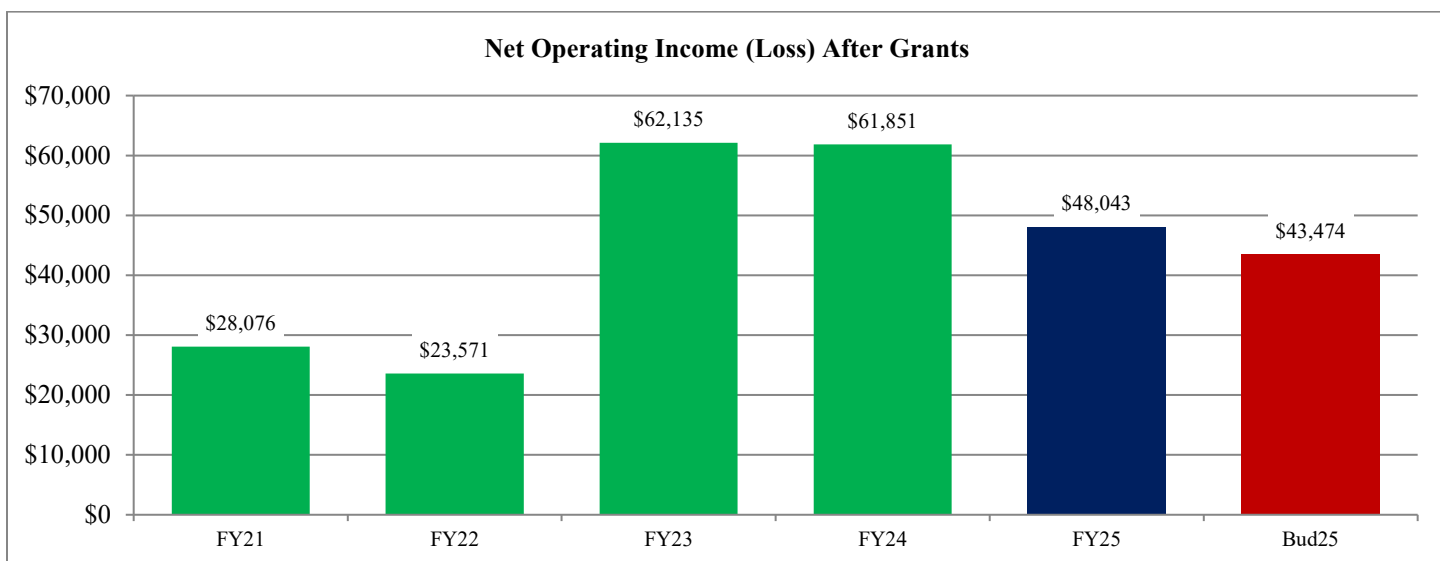




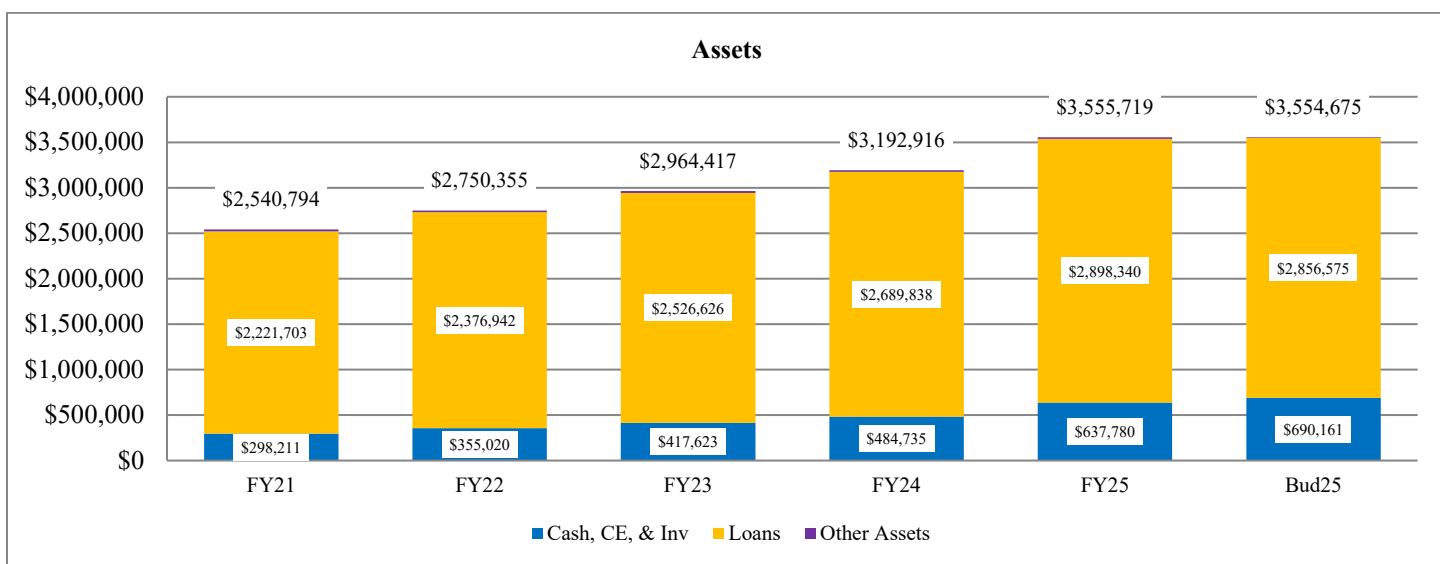
CAP Grant Revenue was \$12,674 or 18.5% unfavorable to budget and \$2,376 or 4.1% below last year. CAP Grant budget was based on application and award date; but the availability and receipt of funds varies. Although Lead Service Line Loans were included in the budget, no loans have been issued to date due to project delays.



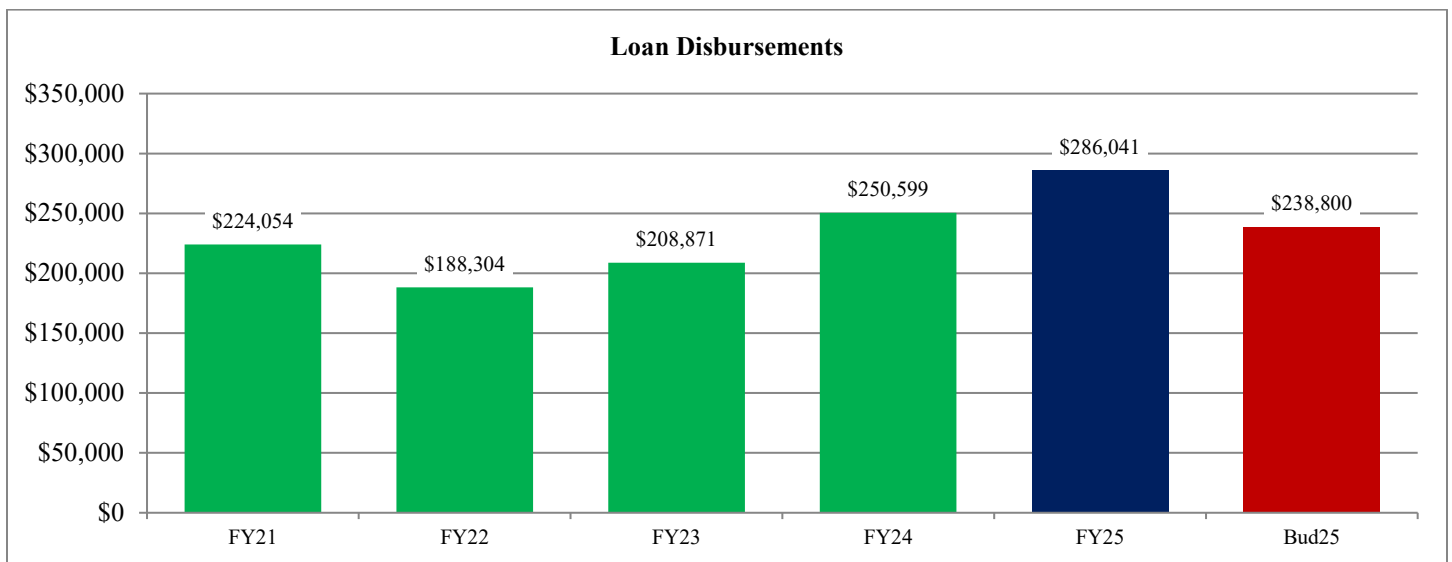
Grant Expense was \$3,156 or 44.7% unfavorable to budget, and \$7,829 or 30.4% above last year. Grant Expense relates to the forgivable portion of specific SRF loans which is applied upon project completion.



As a result, Net Operating Income After Grants (NOIAG) was \$4,569 favorable to budget and \$13,808 behind the prior year.



Assets of \$3.6 million are in line with budget and higher than last year by \$362,803 or 11.4% due to continued portfolio growth. The FY25 Loans balance is shown net of reserves for loans and fees of \$28,692.



Year-to-date loan disbursements were \$47,241 or 19.7% above budget and \$35,442, or 14.1% above last year. February loan disbursements were \$22,375 and total loan commitments were \$580,611 at the end of the month.

<b>Equity/Program/Admin Fund Balances</b>					
<u>Program</u>	<u>Uses</u>	<u>Account</u>	Balance at <u>1/31/2025</u>	Net Cash <u>Inflows</u>	Balance at <u>2/28/2025</u>
<b>Equity Fund</b>	Construction Loans Debt Service				
Clean Water Equity		12069250/1	330,528	(19,855)	310,673
Clean Water Revenue		12069208/09	19,836	(19,676)	160
Drinking Water Equity		12069253/4	193,697	5,183	198,880
Drinking Water Revenue		12069211/12	8,683	(8,361)	322
Total			552,744	(42,709)	510,035
<b>Program Fund</b>	P&D, CW GNPS, DW SWP				
Clean Water		22546000	28,136	1,209	29,345
Drinking Water		22546001	8,969	262	9,231
Total			37,105	1,471	38,577
<b>Administration Fund</b>	Administrative Expenses				
Clean Water		22546002	48,714	(28,003)	20,711
Drinking Water		22546003	24,218	(221)	23,997
Total			72,932	(28,224)	44,708

Federal Capitalization Grants		2/28/2025				
	Clean Water		Drinking Water		Total SRF	
<u>Grant Award Year</u>	<u>EPA Awards</u>	<u>Remaining</u>	<u>EPA Awards</u>	<u>Remaining</u>	<u>EPA Awards</u>	<u>Remaining</u>
Prior Years	635,308	-	361,697	-	997,005	-
2021	21,505	-	17,427	-	38,932	-
2022	40,938	1,250	100,609	60,797	141,547	62,047
2023	41,240	2,878	79,886	30,770	121,126	33,648
2024	41,827	1,267	41,565	27,822	83,392	29,089
Total	780,818	5,395	601,184	119,389	1,382,002	124,784
Total federal capitalization grants received to date: \$						1,257,218
	Clean Water		Drinking Water		Total	
<u>Grant Award Year</u>	<u>Available for Loan Draws</u>	<u>Available for Set-asides</u>	<u>Available for Loan Draws</u>	<u>Available for Set-asides</u>	<u>Total</u>	
2021	-	-	-	-	-	
2022	1,250	-	60,797	-	62,047	
2023	2,878	-	21,487	9,283	33,648	
2024	-	1,267	20,910	6,912	29,089	
Total	4,128	1,267	103,194	16,195	124,784	

SRF Loan Portfolio	6/30/2022	6/30/2023	6/30/2024	2/28/2025	YTD Increase
Clean Water	1,815,279	1,935,206	2,095,470	2,285,309	9.1%
Drinking Water	528,104	541,873	572,392	641,722	12.1%
Total SRF Loan Portfolio	2,343,383	2,477,079	2,667,862	2,927,032	9.7%

Balance Sheet	State Revolving Fund (Rollup)						
	Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%
Assets and Deferred Outflows							
Cash & Cash Equivalents	494,350,548	632,722,438	(138,371,890)	-21.9	428,230,441	66,120,107	15.4
Investments	143,429,399	57,438,800	85,990,598	149.7	56,504,215	86,925,184	153.8
Mortgage Backed Securities	-	-	-	0.0	-	-	0.0
Line of Credit	-	-	-	0.0	-	-	0.0
Loans - net of reserve for losses	2,898,339,805	2,856,574,773	41,765,032	1.5	2,689,837,694	208,502,111	7.8
Capital Assets (net of accumulated depreciation)	-	-	-	0.0	-	-	0.0
Other Assets	17,300,573	7,141,713	10,158,860	142.2	15,583,839	1,716,734	11.0
Deferred Outflows	2,298,716	797,131	1,501,585	188.4	2,759,527	(460,811)	-16.7
<b>Total Assets and Deferred Outflows</b>	<b>3,555,719,041</b>	<b>3,554,674,856</b>	<b>1,044,185</b>	<b>0.0</b>	<b>3,192,915,717</b>	<b>362,803,324</b>	<b>11.4</b>
Liabilities, Deferred Inflows, and Equity							
Debt	2,301,056,583	2,311,704,789	(10,648,205)	-0.5	2,001,629,727	299,426,856	15.0
Interest Payable	8,272,033	94,457,766	(86,185,734)	-91.2	6,968,232	1,303,801	18.7
Unearned Revenue	-	-	-	0.0	-	-	0.0
Escrow Deposits	-	-	-	0.0	-	-	0.0
Reserves for Claims	-	-	-	0.0	-	-	0.0
Accounts Payable & Accrued Liabilities	819,138	1,582,679	(763,540)	-48.2	(58,071)	877,209	-1510.6
Other Liabilities	340,677	652,102	(311,425)	-47.8	298,290	42,387	14.2
Deferred Inflows	10,907,980	46,597	10,861,383	23309.2	7,979,177	2,928,803	36.7
<b>Total Liabilities and Deferred Inflows</b>	<b>2,321,396,411</b>	<b>2,408,443,932</b>	<b>(87,047,521)</b>	<b>-3.6</b>	<b>2,016,817,355</b>	<b>304,579,056</b>	<b>15.1</b>
Equity							
YTD Earnings(Loss)	48,752,077	43,474,341	5,277,736	12.1	62,384,041	(13,631,965)	-21.9
Prior Years Earnings	1,174,671,381	1,102,756,582	71,914,799	6.5	1,113,874,014	60,797,367	5.5
Transfers	10,899,172	-	10,899,172	0.0	(159,693)	11,058,865	-6925.1
<b>Total Equity</b>	<b>1,234,322,629</b>	<b>1,146,230,923</b>	<b>88,091,706</b>	<b>7.7</b>	<b>1,176,098,362</b>	<b>58,224,268</b>	<b>5.0</b>
<b>Total Liabilities, Deferred Inflows, and Equity</b>	<b>3,555,719,041</b>	<b>3,554,674,856</b>	<b>1,044,185</b>	<b>0.0</b>	<b>3,192,915,717</b>	<b>362,803,324</b>	<b>11.4</b>

Income Statement	State Revolving Fund (Rollup)													
	Feb-2025							YTD as of Feb-2025						
	Actuals	Bud25	Difference	%	Last Year	Difference	%	Actuals	Bud25	Difference	%	Last Year	Difference	%
Operating Revenue														
Interest Revenue	6,117,536	4,765,055	1,352,481	28.4	5,686,350	431,186	7.6	49,861,736	37,736,568	12,125,168	32.1	48,446,662	1,415,073	2.9
Authority Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Fee Revenue	833,805	817,024	16,781	2.1	639,144	194,661	30.5	5,598,711	6,091,564	(492,853)	-8.1	4,766,718	831,994	17.5
Other Revenue	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Operating Revenue	6,951,340	5,582,079	1,369,261	24.5	6,325,494	625,846	9.9	55,460,447	43,828,132	11,632,316	26.5	53,213,380	2,247,067	4.2
Operating Expense														
Interest Expense	5,915,920	6,569,257	(653,336)	-9.9	4,875,413	1,040,507	21.3	44,639,660	54,308,895	(9,669,235)	-17.8	34,897,309	9,742,351	27.9
Authority Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Employee Expense	76,041	80,299	(4,258)	-5.3	76,183	(142)	-0.2	938,447	706,788	231,659	32.8	559,074	379,373	67.9
Shared Expense	1,750	18,417	(16,667)	-90.5	1,087	663	61.0	12,032	147,333	(135,301)	-91.8	12,389	(357)	-2.9
Marketing Expense	1,240	2,292	(1,052)	-45.9	-	1,240	0.0	2,200	18,333	(16,133)	-88.0	17,698	(15,498)	-87.6
Professional Services	4,283	34,397	(30,114)	-87.5	(31,035)	35,318	-113.8	204,808	275,224	(70,416)	-25.6	497,333	(292,525)	-58.8
Claim and Loss Expense	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Service Release Premium	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Miscellaneous Operating Expense	865,489	781,250	84,239	10.8	816,527	48,963	6.0	7,156,028	6,250,000	906,028	14.5	5,704,092	1,451,936	25.5
Overhead Allocation	15,270	19,484	(4,215)	-21.6	16,408	(1,138)	-6.9	127,531	140,668	(13,136)	-9.3	95,841	31,690	33.1
Total Operating Expense	6,879,994	7,505,396	(625,402)	-8.3	5,754,582	1,125,412	19.6	53,080,706	61,847,241	(8,766,535)	-14.2	41,783,737	11,296,969	27.0
Net Operating Income (Loss) Before Grants	71,347	(1,923,317)	1,994,664	-103.7	570,912	(499,565)	-87.5	2,379,741	(18,019,109)	20,398,850	-113.2	11,429,643	(9,049,902)	-79.2
Net Grant (Income) Expense														
Grant Revenue	(51,452,662)	(10,040,583)	(41,412,078)	412.4	(7,368,682)	(44,083,980)	598.3	(55,873,680)	(68,548,250)	12,674,570	-18.5	(58,249,547)	2,375,867	-4.1
Grant Expense	2,822,008	881,850	1,940,158	220.0	388,323	2,433,685	626.7	10,210,859	7,054,800	3,156,059	44.7	7,828,675	2,382,183	30.4
Intra-Agency Transfers	-	-	-	0.0	-	-	0.0	-	-	-	0.0	-	-	0.0
Total Net Grant (Income) Expense	(48,630,654)	(9,158,733)	(39,471,920)	431.0	(6,980,359)	(41,650,295)	596.7	(45,662,821)	(61,493,450)	15,830,629	-25.7	(50,420,872)	4,758,051	-9.4
Net Operating Income (Loss) After Grants	48,702,000	7,235,416	41,466,584	573.1	7,551,270	41,150,730	545.0	48,042,562	43,474,341	4,568,221	10.5	61,850,515	(13,807,953)	-22.3
Other Non-Operating (Income) Expense	(123,026)	-	(123,026)	0.0	160,446	(283,472)	-176.7	(709,515)	-	(709,515)	0.0	(533,526)	(175,988)	33.0
Net Income (Loss)	48,825,026	7,235,416	41,589,610	574.8	7,390,824	41,434,202	560.6	48,752,077	43,474,341	5,277,736	12.1	62,384,041	(13,631,965)	-21.9
IFA Home Dept Staff Count	6	6	-	0.0	6	-	0.0	6	6	-	0.0	5	1	17.1
FTE Staff Count	7	7	(1)	-11.6	7	(0)	-2.4	7	7	0	0.0	6	1	23.1

To: Iowa Finance Authority Board of Directors

From: Nick Michaud, Underwriter

Chrisi Shropshire, Underwriter

Date: April 2, 2025

Re: Thornbury Way, Council Bluffs

**Background:** This multi-family project consists of 5 buildings and a total of 30 rental units all which are LIHTC assisted units. The property is located on the northwest side of Council Bluffs near Interstate 29. The original HOME contract date was April of 2002. Original funding sources included our HOME loan in the amount of \$376,560, LIHTC equity in the amount of \$1,797,000, a city of Council Bluffs HOME loan in the amount of \$145,000 and Enterprise Zone Proceeds of \$118,000. The property is owned by Thornbury Way LP and is managed by Community Housing Initiatives Inc. The project was placed in service on 4/23/2004 and the affordability period ended on 11/9/2024. The project is currently 93% occupied. The project has ongoing HVAC replacement needs as well as resident service needs.

**Borrower:** Thornbury Way, L.P., Community Housing Initiatives, Inc., General Partner

**First Mortgage Lender:** Northwest Bank  
**First Mortgage Balance/Debt Service:** \$293,590/\$3,220 monthly

**HOME Loan Number:** 02-HM-214  
**HOME Loan Balance:** \$454,919  
**HOME Loan payment:** \$0 (balloon payment for balance due in April of 2025)  
**HOME Loan Interest Rate:** 0%  
**HOME Loan Maturity Date:** 04/30/2025  
**HOME affordability end date:** 11/09/2024  
**Compliance Inspection:** 02/15/2024

**HOME City of Council Bluffs Balance:** \$276,152  
\*Note this loan is a deferred repayable non-recourse loan. The borrower is working with the city to try to get this loan forgiven.

**YTD 2024 Cash flow:** \$29,313  
**FY23 Cash flow:** \$20,481  
**FY22 Cash flow:** (\$13,481)

In Compliance: Yes  
LIHTC affordability end date: 12/31/2053

**Staff recommendation:** We recommend the Iowa Finance Authority (“IFA”) forgive all the HOME loan balance owed to IFA by Thornbury Way, L.P., Community Housing Initiatives, Inc., General Partner with no cash payment and that IFA release the outstanding mortgage securing the HOME Loan owed to IFA by Thornbury Way, L.P., Community Housing Initiatives, Inc., General Partner due to the project meeting its HOME affordability requirements and the Borrower’s inability to make loan payments.

**Proposed Motion:** Motion to approve IFA forgiving all the HOME loan balance owed to IFA by Thornbury Way, L.P., Community Housing Initiatives, Inc., General Partner with no cash payment and IFA releasing the outstanding mortgage securing the HOME Loan owed to IFA by Thornbury Way, L.P., Community Housing Initiatives, Inc., General Partner

**Submitted By:** Nick Michaud and Chrisi Shropshire

**Attachments:** N/A



To: Iowa Finance Authority Board of Directors

From: Terri Rosonke, Housing Programs and Strategic Initiatives Manager

Date: April 2, 2025

Re: Emergency and Innovative Housing Fund Award – Sioux City Homeless Court Program

In 1989, San Diego established the nation's first Homeless Court Program (HCP), which allows participants to resolve legal barriers to stability through the recognition of voluntary, individualized action in order to satisfy fines, fees, and case dismissal. In turn, resolution of these charges helps to reduce the participant's barriers to housing and employment. HCP differs from the traditional court model as follows:

Homeless Court Program	Traditional Courts
Period of time focus on accomplishments	Point in time focus on charged offenses
Credit for accomplishments in program activities, proven at the HCP hearing, to reconcile offenses with current changes and success	Promise of future action with expectation of compliance through fines and custody
Broad review of the person and circumstances	Formal case review of criminal elements and punishments
The participant addresses their greatest needs and underlying root causes of homelessness in partnership with social service agency staff	Court orders are used as punishment for specific behavior and deterrence of future behavior

HCP resolves outstanding misdemeanor offenses and infractions (including parking citations in some jurisdictions) as well as outstanding warrants with the help of collaboration among the courts, local shelter and service provider agencies, prosecutors, and public defenders. The model focuses on voluntary engagement by the person experiencing homelessness or at risk of homelessness who is willing to engage with a service provider and participate in the supportive services needed to become self-sufficient. Client referrals to HCP start with the homelessness service provider for clients who have developed a plan and are actively participating in the services needed to move toward self-sufficiency prior to appearing in court. Prosecution and defense attorneys review cases together before the HCP hearing, and fines and custody are satisfied by the client's participation in the service provider agency's programs. Most cases are heard and resolved in one HCP hearing.

To become a HCP service provider, the agency must submit a statement of services including the agency's mission statement, description of services, target population, what criteria clients must meet in their program(s) to be eligible for a HCP referral, and a list of services offered by the agency. Service

providers are vetted and can be relied upon to provide the services and supports outlined in their statement. Participating HCP service providers sit on a larger steering committee, furthering the collaborative nature of the HCP model and promoting peer accountability.

The HCP model is truly collaborative, providing all parties a seat at the table, including the person experiencing homelessness, the supportive services agency, law enforcement, and the courts. Trust among and buy-in from all parties is key, including court staff and those providing security to the court since the HCP brings the court to the community rather than being held in a traditional courtroom. The HCP model promotes confidence and trust in the court, builds community, and positively impacts public safety. It is a tool to incentivize treatment and resolve unsheltered homelessness while improving the health of the community and public safety.

The foundations of the HCP model can be summarized as follows:

- “Recognition Court” meaning the client does the work and the court “facilitates and gets out of the way,” allowing the client to continue onward in a positive trajectory in life.
- Court comes to the client (this client population is unlikely to show up for a traditional court hearing date), building trust and instilling the belief that the court cares about the client.
- Voluntary participation by the client.
- No jail time (client has served their sentence in the community by doing this good work to move their lives forward in a positive direction).
- Full range of misdemeanor cases, infraction cases, parking cases.
- Giving people the opportunity to improve their lives by addressing the root causes of their behavior and homelessness, achieving better public safety outcomes than fines, supervision, and jail.

Outline of the HCP process:

1. Client has already engaged with the service provider and shown progress.
2. Provider writes a Letter of Advocacy on the client’s behalf and submits to the HCP Hub. Each letter is unique to that client detailing their specific program goals, how they are performing toward achieving those goals, and how they are engaging with the program expectations. The Letter of Advocacy is the opportunity to describe all the hard work that the client has already been doing to move toward self-sufficiency and also demonstrates that the service provider’s work is valued and their word is important.
3. HCP Hub checks for eligibility of all clients, consolidates list, and submits list to the court.
4. Court clerks research all cases involving each client and prepare a monthly docket/calendar (clients typically have multiple cases).
5. Prosecution makes offers to dismiss or satisfy fines and fees based on progress made by the client. More than 90% of the time, cases are dismissed or all fines and fees are satisfied. Note that these are generally fines and fees that the court would never collect but would incur time and expense attempting to collect.
6. Client comes to a “counseling session” to meet with the Public Defender to discuss the completed case research and the client’s accomplishments (the “brag sheet” – client has already been putting in the hard work and done all the things that would have been required of them by the courts as part of their probation under the traditional court model, behaviors giving rise to the charges have been addressed through the client’s participation in service agency programs).
7. Court comes to the community to meet clients where they’re at and holds a HCP session, showing that the court cares and making the court accessible and flexible.

The American Bar Association Commission on Homelessness and Poverty has led the replication of the HCP model across the country since 2001, with HCPs now established in more than 70 jurisdictions. The American Bar Association Commission on Homelessness and Poverty is the only entity currently providing this type of training and technical assistance, incorporating best practices from courts nationwide, and has submitted the attached proposal for HCP technical assistance to the city of Sioux City.

The proposed budget for the HCP implementation project in Sioux City is \$25,000. Long-term operating costs of a HCP depend upon how the HCP is set up but typically are negligible, if any. Sioux City would be the first HCP implemented in Iowa. While it is difficult to estimate how many persons experiencing homelessness may participate in Sioux City's HCP, the city currently has 206 households on its Coordinated Entry list comprised of 286 individuals, so the number of HCP participants would be some smaller subset of that total number of persons. Sioux City will be required to report on outcomes of their HCP as a condition of the grant award agreement.

**Staff Recommendation:** IFA staff recommends that the Board award an Emergency and Innovative Housing Fund grant up to \$25,000 to the city of Sioux City to develop and launch a Homeless Court Program (HCP) as set forth in this Board Report.

**Proposed Motion:** Award an Emergency and Innovative Housing Fund grant up to \$25,000 to the city of Sioux City to develop and launch a Homeless Court Program and authorize IFA staff to prepare a grant award agreement consistent with this Board Report.

**Submitted By:** Terri Rosonke, Housing Programs and Strategic Initiatives Manager

**Attachments:**

- Proposal for Homeless Court Technical Assistance, as submitted by the American Bar Association Commission on Homelessness and Poverty to the city of Sioux City, dated 2/20/2025
- Homeless Courts: Taking the Court to the Street (American Bar Association Commission on Homelessness and Poverty)
- Link: [Homeless Court Program Webinar](#) (San Diego County, lengthy webinar over one hour but sharing in case of interest)

American Bar Association Commission on Homelessness and Poverty  
**PROPOSAL FOR HOMELESS COURT TECHNICAL ASSISTANCE**

**BACKGROUND**

Sioux City, Iowa stakeholders are requesting technical assistance in developing and launching a Homeless Court Program in their community. The American Bar Association Commission on Homelessness and Poverty (CHP) has led the replication of the Homeless Court Program across the country since 2001, with courts in over seventy jurisdictions. The Commission is the only entity providing this type of training and technical assistance and incorporates best practices from courts across the country. In working with local stakeholders, CHP has identified the following objective and goals:

**Objective:** To develop and launch a Homeless Court Program in Sioux City, Iowa.

**Overarching Goals:**

- Assess current needs (including existing service providers, current criminal justice procedures and court structure, and the types and number of cases involving those experiencing homelessness in Sioux City)
- Identify and engage key community stakeholders and provide background information and initial guidance on Homeless Court Program processes
- Coordinate a pop-up/initial homeless court session
- Guide the development of quarterly or monthly court sessions

**PROPOSED TECHNICAL ASSISTANCE**

CHP proposes the following tasks and activities to support the establishment of a Sioux City Homeless Court Program from April 1, 2025 – March 31, 2026. This one-year estimation is based on our decades of successful technical assistance in communities across the country.

**Task 1: Project Kick Off Call (+ prep) (2 hour)**

CHP will arrange an initial call with Jill Mascarello Wanderscheid, Ragen Cote, and other key stakeholders to collect preliminary information on their request for assistance and our work plan/timeline.

**Task 2: Conduct Background Research (20 hours)**

CHP will conduct research on the existing court structure, services and shelters available, and existing relationships and roles within the community. This will include

identifying key stakeholders that are critical to the success of the Homeless Court Program.

**Task 3: Preliminary Meetings with Stakeholders (20 hours)**

CHP will conduct a series of foundation-setting calls with key stakeholders including service providers, public defenders, judges, and more. We will discuss the types of cases, number of cases, how they currently handle the cases, typical outcomes, and their goals. During these conversations, we will also explain how a homeless court works, the necessary partners, and data collection. We will also provide background on other diversionary tools.

**Task 4: Role Specific Trainings with Stakeholders (About 20 hours)**

CHP will conduct a series of additional role-specific trainings, answering specific questions, and providing toolkits, templates and other resources to support the establishment of the Homeless Court Program.

**Task 5: In-Person Local Convening (About 20 hours in prep and then 1 full day in person)**

CHP will coordinate and convene a larger group of local stakeholders (judges, public defenders, prosecutors, service providers, court personnel, rotary/business community leaders, and continuum of care representatives) to explain the homeless court process, benefits, key players and roles, and potential roadblocks and challenges.

**Task 6: In-Person Pop-Up Homeless Court Session (About 20 hours in prep and then 2 full days in person)**

CHP will assist in the coordination of an in-person HCP pop-up session. In addition to the court session itself, this may also include the engagement of housing and health-related providers, civil legal services, the Iowa Department of Transportation – Motor Vehicle Division and more.

**Task 7: Assistance Structuring Ongoing Quarterly/Monthly Sessions (About 20 hours)**

CHP will assist in increasing the number of participants, streamlining processes, and building out to quarterly or monthly court sessions.

**BUDGET**

**Labor**

See attached budget for details. As proposed, the labor to complete all tasks and activities is \$17,860. This is based on an estimate of 122 labor hours and includes personnel, fringe, and indirect costs.

## Travel

This budget anticipates one ABA staff member and one consultant coordinating the two onsite visits. The first onsite will be one full day (two nights) and the second onsite will be two full days (three nights).

Expense	Estimated Cost per staff	Multiples of travel expenses	Totals	Details/Notes
Airfare	\$800 roundtrip/person	2	\$3,200	2 travelers, two trips
Lodging	\$200/night	5 nights, 2 travelers	\$2,000	2 travelers for 2 nights the first onsite, 2 travelers for 3 nights the second onsite
Ground Travel	\$200/trip/person	2 travelers, 2 trips	\$800	2 travelers (first onsite is 1 full day and two travel days; second onsite is two full days and two travel days)
Per Diem – Food + Other Expenses (Note travel days are at 75% - see budget)	\$95/person each day	2 travelers, 7 days total	\$1,140	2 travelers (first onsite is 1 full day and two travel days; second onsite is two full days and two travel days)
<b>TOTAL: \$7,140</b>				

## Total (Labor + Travel)

As proposed, the labor to complete all tasks and activities is \$17,860. The travel expense estimate is \$7,140. **With the inclusion of indirect costs, the total proposed budget for this project is \$25,000.**

## ABOUT THE ABA COMMISSION ON HOMELESSNESS AND POVERTY

The ABA Commission on Homelessness & Poverty was established in 1991 to educate members of the bar and the public about legal and other problems of poor and homeless people and ways in which lawyers can assist in solving or ameliorating them; train lawyers in areas needed to provide pro bono legal assistance to homeless people and those at risk of becoming homeless; work with all ABA entities on issues arising in



their jurisdiction that affect poor and homeless people; and engage in such further activities as may be necessary and proper for the fulfillment of these responsibilities, including working with state and federal executive and legislative bodies concerning matters relating to the poor and homeless.

The Commission's Homeless Court Initiative is the only national provider of technical assistance and training. It has led the replication of the Homeless Court Program since 2001, with courts in over seventy jurisdictions. This allows the team to assess what is working well and help communities incorporate best practices from courts across the country. The Commission guides communities in establishing and implementing new Homeless Court Programs, as well as enhancing or expanding existing Programs. The team is made up of experts with hands-on experience, including Steve Binder, the founder of the nation's first Homeless Court Program.



AMERICAN **BAR** ASSOCIATION

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Commission on  
Homelessness and Poverty



AMERICAN BAR ASSOCIATION

Commission on Homelessness & Poverty

1050 Connecticut Avenue, NW, Suite 400

Washington, DC 20036

homeless@americanbar.org

<http://www.americanbar.org/homeless/>

# HOMELESS COURTS:

## TAKING THE COURT TO THE STREET

In 1989, San Diego established the nation's first Homeless Court Program (HCP), a special voluntary Superior Court session held at local homeless service agencies for homeless defendants to resolve misdemeanor criminal cases. Local homeless service agencies—not law enforcement—are the gateway for participants. Prospective participants work with shelter caseworkers to design a plan to move towards self-sufficiency prior to appearing in court. To counteract the effect of criminal cases pushing homeless defendants further outside society, Homeless Courts combine a progressive plea bargain system, alternative sentencing structure, assurance of “no custody,” and proof of program activities, to address a full range of offenses. Alternative sentencing substitutes participation in agency programs for fines and custody, including: life-skills training, chemical dependency or AA/NA meetings, computer or English literacy classes, training or search for employment, counseling, and education—programming aimed at helping the participant improve their situation. The assurance of “no custody” acknowledges the participant's efforts to satisfy Court requirements.

Additionally, shelter representatives write advocacy letters for clients. The letters are symbolic of the relationship between the client and the agency and include a program description, the client's start date, accomplishments, programs completed, and insight into the client's efforts.

By taking the initiative to voluntarily sign up, participants seek justice and a way to reconcile their past with their accomplishments, to reclaim their lives and build a future. Homeless Court enables homeless individuals who are actively engaged in an organized program to address their outstanding legal issues by participating in a court session at the agency— where the goal is to remove the legal obstacles to their participation in our community, resulting in charges dismissed, and terms and conditions of probation satisfied.

Court clerks research cases for participants referred into the Homeless Court. The defense attorney meets with the participant in advance of the hearing to review their case and then discuss what program activities will help transform their lives for the better. Together, they focus on treatment, accomplishments in services, and establishing a strong foundation of support systems to promote the achievement of fullest potential and self-sufficiency. Terms for resolution are presented, and the court reviews the advocacy letter. **More than 90% of the cases are dismissed**, as accomplishments are reconciled against offense, clearing slates and freeing participants to reclaim their lives. When participants enter a guilty plea, they receive ‘credit for time served’ in program activities to satisfy the terms and conditions of their plea. Cases are typically addressed and resolved in one hearing.

### STAND DOWN

At Stand Down, an annual three-day community event designed to relieve the isolation of homeless veterans and facilitate their re-entry into society, the HCP counsels participants on Friday and links them with on-site services for the court hearing on Saturday.

For more information on San Diego Stand Down visit: <https://vvsd.net/standdown/>

For more information on Stand Down events across the country visit: [http://nchv.org/index.php/service/service/stand\\_down/](http://nchv.org/index.php/service/service/stand_down/)



## **THE ABA SUPPORTS THE DEVELOPMENT OF HOMELESS COURTS**

In 2003, the American Bar Association adopted policy in support of the development Homeless Courts—a comprehensive, systemic approach to addressing the needs of homeless misdemeanor defendants through multidisciplinary strategies that include coordination among the criminal justice, health, social service and education systems, and the community. Through that policy, the ABA urged state, local, and territorial courts to facilitate the develop of Homeless Court Programs as treatment-oriented diversionary proceedings that may result in the dismissal of misdemeanor offenses upon completion of shelter/service agency activities, as a means to foster the movement of people experiencing homelessness from the streets through a shelter program to self-sufficiency.

In 2006, the ABA adopted additional policy outlining the following principles for Homeless Court Programs:

- (1) Prosecutors, defense counsel, and the court should agree on which offenses may be resolved in the Homeless Court Program, and approve the criteria for individual participation, recognizing that defendant participation in Homeless Court Programs shall be voluntary.
- (2) Community-based service providers should establish criteria for individual participation in the Homeless Court Program and screen individuals pursuant to these criteria.
- (3) The Homeless Court Program shall not require defendants to waive any protections afforded by due process of law.
- (4) All Homeless Court Program participants shall have time for meaningful review of the cases and issues prior to disposition.
- (5) The Homeless Court Program process and any disposition therein should recognize homeless participants' voluntary efforts to improve their lives and move from the streets toward self-sufficiency, including participation in community-based treatment or services.
- (6) Participation in community-based treatment or services shall replace traditional sanctions such as fines, public work service and custody.
- (7) Defendants who have completed appropriate treatment or services prior to appearing before the Homeless Court shall have minor charges dismissed, and, where appropriate, may have more serious misdemeanor charges before the court reduced or dismissed. Where charges are dismissed, public access to the record should be limited. The ABA Commission on Homelessness & Poverty has developed a series of educational resources and provides free technical assistance in an effort to foster replication of the Homeless Court model across the country.

**For more information on Homeless Courts, please visit [ambar.org/homeless](http://ambar.org/homeless) and contact Kelly Russo, Director, ABA Commission on Homelessness & Poverty at (202) 662-1699 or [Kelly.Russo@americanbar.org](mailto:Kelly.Russo@americanbar.org).**



To: Iowa Finance Authority Board of Directors

From: Terri Rosonke, Housing Programs and Strategic Initiatives Manager

Date: April 2, 2025

Re: Emergency and Innovative Housing Fund Award – Innovation in Homelessness Incubator Pitch Competition

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In 2024, the Iowa Finance Authority (IFA) held the first Iowa Innovation in Homelessness Incubator Pitch Competition. The initiative calls for forward-thinking proposals aimed at addressing homelessness prevention and/or response, seeking innovative ideas that aspire to create a state where homelessness is rare, brief, and nonrecurring and support is readily available to those in need. The goal is to redefine the landscape of homelessness prevention and response systems and rethink how assistance for persons experiencing homelessness in Iowa is delivered. The winning pitch is awarded grant funding to transform their concept into a pilot initiative, laying the groundwork for long-term impact, potential expansion and measurable, life-saving outcomes.

IFA received ten applications during the inaugural competition and selected three finalists to make in-person pitches to a panel of judges at the HousingIowa Conference. Judges considered factors such as innovation purpose, impact, feasibility, and measurable results. The Housing Fund for Linn County was selected as the winner for their proposal to create an advisory council of individuals with lived experience of homelessness. This council will provide critical insights into policy recommendations, program development, and community engagement strategies. By integrating the perspectives of those directly affected by homelessness, the Housing Fund for Linn County aims to develop more effective and inclusive solutions that address the needs of marginalized populations and drive meaningful community change. IFA executed a grant agreement awarding \$75,000 to the Housing Fund for Linn County to implement their pilot initiative in 2025.

Given IFA's continued dedication to alleviating homelessness in Iowa and the strong interest in innovation among homelessness service providers statewide, staff recommends expanding the 2025 Iowa Innovation in Homelessness Incubator Pitch Competition as follows:

- Increasing the total funding allocation from “up to \$100,000” to “up to \$225,000”
- Selecting up to three winners instead of only one (IFA reserves the right to make additional awards subject to available funding based upon merit of the application submissions)
- Maximum grant award amount remains \$100,000 per applicant (no change)
- Leveraging of local funding resources will be highly encouraged but not required

The winning pitch(es) will receive funding of up to \$100,000 to transform their concept into a pilot initiative. The source of funding for the award will be from state funds that the IFA Board of Directors has allocated to the Emergency and Innovative Housing Fund. Those state funds are not subject to traditional federal program requirements, providing greater flexibility to innovate around homelessness prevention and response.

Proposals must be led and submitted by a State of Iowa nonprofit organization, certified Local Housing Trust Fund, City, County or by a statewide association. One or more Iowa nonprofit agencies that provides services related to emergency shelter, street outreach, homelessness prevention, rapid rehousing, and/or permanent supportive housing to persons experiencing homelessness in Iowa must be a key partner in the proposal if not the lead applicant. Proposals must be strategically aimed at preventing or alleviating homelessness and have the potential to be replicated or expanded across the state. Special consideration will be given to proposals that include any of the following aspects:

- Partnerships between health systems and homelessness response systems or other cross-system collaborations
- Efforts to address unsheltered homelessness, including but not limited to Homeless Court Programs
- Proposals aimed at addressing the rising acuity levels of persons experiencing homelessness with higher acuity indicated by more complex, co-occurring issues that are likely to impact overall housing stability
- Expungement of eligible criminal records to remove barriers for persons experiencing homelessness in applying for and obtaining housing and employment
- Supported employment or other initiatives focused on increasing the self-sufficiency of persons experiencing homelessness through employment, especially collaborations with local employers
- Initiatives to address workforce recruitment and retention within front-line homelessness response systems
- Partnerships with local landlords and/or public housing authorities, including incentive programs aimed at expanding housing opportunities for persons experiencing homelessness
- Data-driven initiatives to alleviate homelessness

Finalists will be determined by IFA and will be invited to make their pitch to a panel of judges at the HousingIowa Conference in September.

**Proposed Timeline (exact dates to be determined):**

- May 2025: Program Announced
- July 2025: Application submission deadline
- August 2025: Finalists notified

**Staff Recommendation:** IFA staff recommends that the Board allocate up to \$225,000 under the Emergency and Innovative Housing Fund to award grants through the Iowa Innovation in Homelessness Incubator Pitch Competition in conjunction with the annual HousingIowa Conference as set forth in this Board Report.

**Proposed Motion:** Allocate up to \$225,000 under the Emergency and Innovative Housing Fund to award grants through the Iowa Innovation in Homelessness Incubator Pitch Competition and authorize IFA staff to prepare grant award agreements consistent with this Board Report upon selection of the winning pitches at the annual HousingIowa Conference in September 2025.

**Submitted By:** Terri Rosonke, Housing Programs and Strategic Initiatives Manager

**Attachments:** None



March 4, 2025

Ms. Rita Grimm  
Chief Legal Counsel  
IEDA/IFA  
1963 Bell Ave. #200  
Des Moines, IA 50315

Dear Ms. Grimm,

Owned and operated by United Way of East Central Iowa (UWECI), the Human Services Campus (HSC) located in Cedar Rapids, Iowa opened its doors in 2011 thanks, in part, to a \$10 million grant from the then Iowa JOBS program. The 20-year contract for this 65,000 square foot building that houses over a dozen non-profits runs through December 7, 2029. The HSC was a sub-recipient of funds in partnership with Linn County.

In its original project description of business and activities being conducted, the HSC limited its conduct to renting space only to non-profits, or 501(c)(3) organizations. UWECI and the HSC respectfully request approval to change the project description of the business and activities being conducted. The HSC has always been a dedicated home to non-profits and its clients in downtown Cedar Rapids. In efforts to serve the nonprofit community more effectively and efficiently the HSC respectfully requests the ability to adjust the project description to lease to any and all entities or individuals that complement the building's mission to serve the community.

Additionally, the project description details a provided Business Resource Center. Over time this service has not been a priority for non-profit renters. UWECI respectfully requests the ability to adjust the project description to continue to offer these Business Resource Center services as necessary.

Thank you for your consideration. We look forward to hearing from you. Please feel free to reach out with any questions you may have.

Respectfully submitted,



Kristin Roberts  
President and CEO

Re: Notice of Intended Action to Rescind 265—Chapter 7 and Adopt a New Chapter in Lieu Thereof

**Attachments:** Proposed rulemaking



ITEM 1. Rescind 265—Chapter 7 and adopt the following **new** chapter in lieu thereof:

CHAPTER 7  
CONTESTED CASES

**265—7.1(17A) Scope and applicability.** This chapter applies to contested case proceedings conducted by the authority.

**265—7.2(17A) Definitions.** Except where otherwise specifically defined by law:

“*Authority*” means the Iowa finance authority created in Iowa Code section 16.1A.

“*Contested case*” means a proceeding defined by Iowa Code section 17A.2 and includes any matter defined as a no factual dispute contested case under Iowa Code section 17A.10A.

“*Director*” means the director of the authority or an authorized representative of the director.

“*Issuance*” means the date of mailing of a decision or order or date of delivery if service is by other means unless another date is specified in the order.

“*Party*” means the same as defined in Iowa Code section 17A.2.

“*Presiding officer*” means the authority board or members of the authority board.

“*Proposed decision*” means the presiding officer’s recommended findings of fact, conclusions of law, decision, and order in a contested case in which the entire authority board did not preside.

**265—7.3(17A) Time.**

**7.3(1)** Time shall be computed as provided in Iowa Code subsection 4.1(34).

**7.3(2)** For good cause, the presiding officer may extend or shorten the time to take any action, except as precluded by statute or by rule. Except for good cause stated in the record, before extending or shortening the time to take any action, the presiding officer shall afford all parties an opportunity to be heard or to file written arguments.

**265—7.4(17A) Requests for contested case proceeding.** Requests for contested case proceedings shall be filed with the authority in writing within the time specified by the particular rules or statutes governing the subject matter or, in the absence of such law, the time specified in the authority action in question. If no such time is specified by the authority, the request shall be filed within 12 months of the authority action in question.

The request for a contested case proceeding should state the name and address of the requester, identify the specific authority action which is disputed, identify the provisions of law or precedent requiring or authorizing the holding of a contested case proceeding, and include a short and plain statement of the issues of material fact in dispute.

**265—7.5(17A) Notice of hearing.**

**7.5(1)** Delivery of the notice of hearing to the person requesting a contested case constitutes the commencement of the contested case proceeding. Delivery may be executed by:

- a. The methods specified in Iowa Code section 17A.12;
- b. First-class mail; or
- c. Publication, as provided in the Iowa Rules of Civil Procedure.

**7.5(2)** The notice of hearing shall contain the information specified by Iowa Code subsection 17A.12(2) and the following information:

- a. Identification of all parties including the name, address and telephone number of the person who will act as advocate for the authority or the state and of parties’ counsel where known;
- b. Reference to the procedural rules governing conduct of the contested case proceeding;
- c. Reference to the procedural rules governing informal settlement;
- d. Identification of the presiding officer, if known. If not known, a description of who will serve as presiding officer; and
- e. Notification of the time period in which a party may request, pursuant to Iowa Code section 17A.11 and rule 7.6(17A), that the presiding officer be an administrative law judge.

**265—7.6(17A) Presiding officer.**

**7.6(1)** In each contested case in which Iowa Code chapter 17A requires an evidentiary hearing, the chairperson of the authority will determine whether the hearing will be held before the authority board, one or more members of the authority board, or an administrative law judge. Parties requesting that the presiding officer assigned to render a proposed decision be an administrative law judge must file a written request within 20 days after service of a notice of hearing which identifies or describes the presiding officer as the authority board or members of the authority board.

**7.6(2)** The director may deny a request made pursuant to subrule 7.6(1) only upon a finding that any of the following apply:

- a.* Conditions specified in Iowa Code subsections 17A.11(1) “a”.
- b.* Neither the authority nor any officer of the authority under whose authority the contested case is to take place is a named party to the proceeding or a real party in interest to that proceeding.
- c.* The request is not consistent with a specified statute.

**7.6(3)** The director shall issue a written ruling specifying the grounds for its decision within 20 days after a request for an administrative law judge is filed. If the ruling is contingent upon the availability of an administrative law judge with the qualifications identified in subrule 7.6(4), the parties shall be notified at least 10 days prior to hearing if a qualified administrative law judge will not be available.

**7.6(4)** An administrative law judge assigned to act as presiding officer in any of the authority’s cases shall have sufficient technical expertise identified by the authority.

**7.6(5)** Except as provided otherwise by another provision of law, all rulings by an administrative law judge acting as presiding officer are subject to appeal to the authority board. A party must seek any available intra-authority appeal to exhaust adequate administrative remedies.

**7.6(6)** Unless otherwise provided by law, members of the authority board, when reviewing a proposed decision upon intra-authority appeal, shall have the powers of and comply with the provisions of this chapter which apply to presiding officers.

**265—7.7(17A) Waiver of procedures.** Unless otherwise precluded by law, the parties in a contested case proceeding may agree to waive any provision of this chapter. However, the authority in its discretion may refuse to give effect to such a waiver when it deems the waiver to be inconsistent with the public interest.

**265—7.8(17A) Telephone or video proceedings.** The presiding officer may resolve preliminary procedural motions by telephone conference in which all parties have an opportunity to participate. Other telephone proceedings or interactive video proceedings, including the hearing for the contested case proceeding, may be held with the consent of all parties. The presiding officer will determine the location of the parties and witnesses for telephone hearings. The convenience of the witnesses or parties, as well as the nature of the case, will be considered when location is chosen. The cost of the telephone hearing or an interactive video hearing may be assessed equally to each party.

**265—7.9(17A) Disqualification.**

**7.9(1)** A presiding officer or other person shall withdraw from participation in the making of any proposed or final decision in a contested case if that person:

- a.* Has a personal bias or prejudice concerning a party or a representative of a party;
- b.* Has personally investigated, prosecuted or advocated in connection with that case, the specific controversy underlying that case, another pending factually related contested case, or a pending factually related controversy that may culminate in a contested case involving the same parties;
- c.* Is subject to the authority, direction or discretion of any person who has personally investigated, prosecuted or advocated in connection with that contested case, the specific controversy underlying that contested case, or a pending factually related contested case or controversy involving the same parties;
- d.* Has acted as counsel to any person who is a private party to that proceeding within the past two years;
- e.* Has a personal financial interest in the outcome of the case or any other significant personal interest that could be substantially affected by the outcome of the case;
- f.* Has a spouse or relative within the third degree of relationship that:
  - (1) Is a party to the case, or an officer, director or trustee of a party;



- (2) Is a lawyer in the case;
- (3) Is known to have an interest that could be substantially affected by the outcome of the case; or
- (4) Is likely to be a material witness in the case; or
- g. Has any other legally sufficient cause to withdraw from participation in the decision making in that case.

**7.9(2)** The term “personally investigated” means taking affirmative steps to interview witnesses directly or to obtain documents or other information directly. The term “personally investigated” does not include general direction and supervision of assigned investigators, unsolicited receipt of information which is relayed to assigned investigators, review of another person’s investigative work product in the course of determining whether there is probable cause to initiate a proceeding, or exposure to factual information while performing other authority functions, including fact gathering for purposes other than investigation of the matter which culminates in a contested case. Factual information relevant to the merits of a contested case received by a person who later serves as presiding officer in that case shall be disclosed if required by Iowa Code section 17A.17 and subrules 7.9(3) and 7.23(9).

**7.9(3)** In a situation where a presiding officer or other person knows of information which might reasonably be deemed to be a basis for disqualification and decides voluntary withdrawal is unnecessary, that person shall submit the relevant information for the record by affidavit and provide for the record a statement of the reasons for the determination that withdrawal is unnecessary.

**7.9(4)** If a party asserts disqualification on any appropriate ground, including those listed in subrule 7.9(1), the party shall file a motion supported by an affidavit pursuant to Iowa Code section 17A.17(7). The motion must be filed as soon as practicable after the reason alleged in the motion becomes known to the party. If, during the course of the hearing, a party first becomes aware of evidence of bias or other grounds for disqualification, the party may move for disqualification but must establish the grounds by the introduction of evidence into the record.

If the presiding officer determines that disqualification is appropriate, the presiding officer or other person shall withdraw. If the presiding officer determines that withdrawal is not required, the presiding officer shall enter an order to that effect. A party asserting disqualification may seek an interlocutory appeal under rule 265—7.25(17A) and seek a stay under rule 265—7.29(17A).

#### **265—7.10(17A) Consolidation—severance.**

**7.10(1) Consolidation.** The presiding officer may consolidate any or all matters at issue in two or more contested case proceedings where:

- a. The matters at issue involve common parties or common questions of fact or law;
- b. Consolidation would expedite and simplify consideration of the issues involved; and
- c. Consolidation would not adversely affect the rights of any of the parties to those proceedings.

**7.10(2) Severance.** The presiding officer may, for good cause shown, order any contested case proceedings or portions thereof severed.

#### **265—7.11(17A) Pleadings.**

**7.11(1)** Pleadings may be required by rule, by the notice of hearing, or by order of the presiding officer. A petitioner in a contested case proceeding has 20 days from delivery of the notice of hearing or subsequent order of the presiding officer to file a petition, unless otherwise ordered.

**7.11(2)** A petition shall include the following:

- a. The persons or entities on whose behalf the petition is filed;
- b. The particular provisions of statutes and rules involved;
- c. The relief demanded and the facts and law relied upon for such relief; and
- d. The name, address and telephone number of the petitioner and the petitioner’s attorney, if any.

**7.11(3)** Answers are to be filed within 20 days of service of the petition unless otherwise ordered. A party may move to dismiss or apply for a more definite and detailed statement when appropriate. An answer shall include the following:

- a. The name, address and telephone number of the person filing the answer;
- b. The name of the person or entities on whose behalf it is filed;
- c. The name of any attorney representing the person or entity on whose behalf it is filed;

- d. Specific admission, denial, or other answer to all material allegations of the pleading to which it responds;
- e. Any facts deemed to show an affirmative defense;
- f. Any additional defenses the pleader may claim;

Any allegation in the petition not denied in the answer is considered admitted. The presiding officer may refuse to consider any defense not raised in the answer which could have been raised on the basis of facts known when the answer was filed if any party would be prejudiced.

**7.11(4)** Any notice of hearing, petition, or other charging document may be amended before a responsive pleading has been filed. Amendments to pleadings after a responsive pleading has been filed and to an answer may be allowed with the consent of the other parties or in the discretion of the presiding officer who may impose terms or grant a continuance.

#### **265—7.12(17A) Service and filing of pleadings and other papers.**

**7.12(1)** *Service required.* Except where otherwise provided by law, every pleading, motion, document, or other paper filed in a contested case proceeding and every paper relating to discovery in such a proceeding shall be served upon each of the parties of record to the proceeding, including the person designated as advocate or prosecutor for the state or the authority, simultaneously with their filing. Except for the original notice of hearing and an application for rehearing as provided in Iowa Code section 17A.16(2), the party filing a document is responsible for service on all parties.

**7.12(2)** *Service method.* Service upon a party represented by an attorney shall be made upon the attorney unless otherwise ordered. Service is made by delivery or by mailing a copy to the person's last-known address. Service by mail is complete upon mailing, except where otherwise specifically provided by statute, rule, or order.

**7.12(3)** *Filing timing.* After the notice of hearing, all pleadings, motions, documents or other papers in a contested case proceeding are to be filed with the the authority at the address set forth in rule 265—1.3(16). All pleadings, motions, documents or other papers served upon a party pursuant to these rules shall be filed simultaneously with the authority.

**7.12(4)** *Filing—when made.* Except where otherwise provided by law, a document is deemed filed at the time it is delivered to the authority at the address set forth in rule 265—1.3(16), delivered to an established courier service for immediate delivery to that office, or mailed by first-class mail or state interoffice mail to that office, so long as there is proof of mailing.

**7.12(5)** *Proof of mailing.* Proof of mailing includes either: a legible United States Postal Service postmark on the envelope, a certificate of service, a notarized affidavit, or a certification in substantially the following form:

I certify under penalty of perjury and pursuant to the laws of Iowa that, on (date of mailing), I mailed copies of (describe document) addressed to the (authority office and address) and to the names and addresses of the parties listed below by depositing the same in (a United States post office mailbox with correct postage properly affixed or state interoffice mail).

(Date)

(Signature)

#### **265—7.13(17A) Discovery.**

**7.13(1)** Discovery procedures applicable in civil actions are applicable in contested cases. Unless lengthened or shortened by these rules or by order of the presiding officer, time periods for compliance with discovery shall be as provided in the Iowa Rules of Civil Procedure.

**7.13(2)** Any motion relating to discovery shall allege that the moving party has previously made a good-faith attempt to resolve the discovery issues involved with the opposing party. The presiding officer shall rule on motions in regard to discovery. Opposing parties shall respond within ten days of the filing of the motion unless the time is shortened as provided in subrule 7.13(1). The presiding officer may rule on the basis of the written motion and any response, or may order argument on the motion.

**7.13(3)** Evidence obtained in discovery may be used in the contested case proceeding if that evidence would otherwise be admissible in that proceeding.

**265—7.14(17A) Subpoenas.**

**7.14(1)** A party may be issued a subpoena by the authority upon written request. In the absence of good cause for permitting later action, a request for a subpoena must be received at least three days before the scheduled hearing. Requests for a subpoena shall include the name, address, and telephone number of the requesting party. Except to the extent otherwise provided by law, parties are responsible for service of their own subpoenas and payment of witness fees and mileage expenses.

**7.14(2)** The presiding officer may quash or modify a subpoena for any lawful reason upon motion in accordance with the Iowa Rules of Civil Procedure. A motion to quash or modify a subpoena shall be set for argument promptly.

**265—7.15(17A) Motions.**

**7.15(1)** Prehearing motions must be in writing, state the grounds for relief, and state the relief sought.

**7.15(2)** Any party may file a written response to a motion within ten days after the motion is served, unless the time period is extended or shortened by rules of the authority or the presiding officer. The presiding officer may consider a failure to respond within the required time period in ruling on a motion.

**7.15(3)** The presiding officer may schedule oral argument on any motion.

**7.15(4)** Motions pertaining to the hearing, except motions for summary judgment, must be filed and served at least ten days prior to the date of hearing unless there is good cause for permitting later action or the time for such action is lengthened or shortened by rule of the authority or an order of the presiding officer.

**7.15(5)** Motions for summary judgment shall comply with and are disposed of pursuant to the Iowa Rules of Civil Procedure, unless inconsistent with this rule or other laws governing contested cases. Motions for summary judgment must be filed and served at least 45 days prior to the scheduled hearing date, or other time period determined by the presiding officer. Any party resisting the motion shall file and serve a resistance within 15 days from the date a copy of the motion was served, unless otherwise ordered by the presiding officer. The time fixed for hearing or non-oral submission shall be at least 20 days after the filing of the motion, unless a shorter time is ordered by the presiding officer. A summary judgment order rendered on all issues in a contested case is subject to rehearing pursuant to rule 265—7.28(17A) and appeal pursuant to rule 265—7.27(17A).

**265—7.16(17A) Prehearing conference.**

**7.16(1)** Any party may request a prehearing conference. A written request for prehearing conference or an order for prehearing conference on the presiding officer's own motion shall be filed not less than seven days prior to the hearing date. A prehearing conference shall be scheduled at least three business days prior to the hearing date.

Written notice of the prehearing conference shall be given by or on behalf of the authority to all parties. For good cause, the presiding officer may permit variances from this rule.

**7.16(2)** Each party shall bring to the prehearing conference:

*a.* A final list of the witnesses who the party anticipates will testify at hearing. Witnesses not listed may be excluded from testifying unless there was good cause for the failure to include their names; and

*b.* A final list of exhibits which the party anticipates will be introduced at hearing. Exhibits other than rebuttal exhibits that are not listed may be excluded from admission into evidence unless there was good cause for the failure to include them.

*c.* Witness or exhibit lists may be amended subsequent to the prehearing conference within the time limits established by the presiding officer at the prehearing conference. Any such amendments must be served on all parties.

**7.16(3)** In addition to items specified by subrule 7.16(2), the parties at a prehearing conference may:

*a.* Enter into stipulations of law or fact;

*b.* Enter into stipulations on the admissibility of exhibits;

*c.* Identify matters which the parties intend to request be officially noticed;

*d.* Enter into stipulations for waiver of any provision of law; and

*e.* Consider any additional matters which will expedite the hearing.

**7.16(4)** Prehearing conferences shall be conducted by telephone or other electronic means unless otherwise ordered. Parties shall exchange and receive witness and exhibit lists in advance of a prehearing conference.

**265—7.17(17A) Continuances.** Unless otherwise provided, applications for continuances shall be made to the presiding officer.

**7.17(1)** A written application for a continuance shall:

*a.* Be made at the earliest possible time and no less than seven days before the hearing except in case of unanticipated emergencies;

*b.* State the specific reasons for the request; and

*c.* Be signed by the requesting party or the party's representative.

An oral application for continuance may be made if the presiding officer waives the requirement for a written motion. However, a party making such an oral application for a continuance must confirm that request by written application within five days after the oral request unless waived by the presiding officer. Applications for continuance shall not be made or granted without notice to all parties except when notice is not feasible. The authority may waive notice of such requests for a particular case or an entire class of cases.

**7.17(2)** In determining whether to grant a continuance, the presiding officer may consider:

*a.* Prior continuances;

*b.* The interests of all parties;

*c.* The likelihood of informal settlement;

*d.* The existence of an emergency;

*e.* Any objection;

*f.* Any applicable time requirements;

*g.* The existence of a conflict in the schedules of counsel, parties, or witnesses;

*h.* The timeliness of the request; and

*i.* Other relevant factors.

The presiding officer may require documentation of any grounds for continuance.

**265—7.18(17A) Withdrawals.** A party requesting a contested case proceeding may withdraw that request prior to the hearing. A withdrawal is with prejudice unless otherwise provided.

**265—7.19(17A) Intervention.**

**7.19(1) Motion.** A motion for leave to intervene in a contested case proceeding shall state the grounds for the proposed intervention, the position and interest of the proposed intervenor, and the possible impact of intervention on the proceeding. A proposed answer or petition in intervention shall be attached to the motion. Any party may file a response within 14 days of service of the motion to intervene unless the time period is extended or shortened by the presiding officer.

**7.19(2) When filed.** Motions for leave to intervene shall be filed as early in the proceeding as possible to avoid adverse impact on existing parties or the conduct of the proceeding. Unless otherwise ordered, a motion for leave to intervene shall be filed before the prehearing conference, if any, or at least 20 days before the date scheduled for hearing. A statement of good cause for the failure to file in a timely manner shall be included in any later motion. Unless inequitable or unjust, an intervenor shall be bound by any agreement, arrangement, or other matter previously raised in the case. Requests by untimely intervenors for continuances which would delay the proceeding may be denied.

**7.19(3) Grounds for intervention.** A motion for leave to intervene shall demonstrate that:

*a.* Intervention would not unduly prolong the proceedings or otherwise prejudice the rights of existing parties;

*b.* The movant is likely to be aggrieved or adversely affected by a final order in the proceeding; and

*c.* The interests of the movant are not adequately represented by existing parties.

**7.19(4) Effect of intervention.** If appropriate, the presiding officer may order consolidation of the petitions and briefs of different parties whose interests are aligned with each other and limit the number of representatives allowed to participate actively in the proceedings. A person granted leave to intervene is a party to the proceeding. The order granting intervention may condition the intervenor's participation in the proceeding.

**265—7.20(17A) Hearing procedures.**

**7.20(1)** The presiding officer presides at the hearing, and may rule on motions, require briefs, issue a proposed decision, and issue other orders and rulings to ensure the orderly conduct of the proceedings.

**7.20(2)** All objections shall be timely made and stated on the record.

**7.20(3)** Parties have the right to participate or to be represented in all hearings or prehearing conferences related to their case. Partnerships, corporations, or associations may be represented by any member, officer, director, or duly authorized agent. Any party may be represented by an attorney or another person authorized by law.

**7.20(4)** Subject to terms and conditions prescribed by the presiding officer, parties have the right to introduce evidence on issues of material fact, cross-examine witnesses present at the hearing as necessary for a full and true disclosure of the facts, present evidence in rebuttal, submit briefs, and engage in oral argument.

**7.20(5)** The presiding officer shall maintain the decorum of the hearing and may refuse to admit or may expel anyone whose conduct is disorderly.

**7.20(6)** Witnesses may be sequestered during the hearing.

**7.20(7)** The presiding officer shall conduct the hearing in the following manner:

- a.* The presiding officer gives an opening statement briefly describing the nature of the proceedings;
- b.* The parties are afforded opportunity to present opening statements;
- c.* Parties present their cases in the sequence determined by the presiding officer;
- d.* Each witness is to be sworn or affirmed by the presiding officer or the court reporter, and be subject to examination and cross-examination. The presiding officer may limit questioning in a manner consistent with law;
- e.* When all parties and witnesses have been heard, parties may be given the opportunity to present final arguments.

#### **265—7.21(17A) Evidence.**

**7.21(1)** The presiding officer shall rule on admissibility of evidence and may, where appropriate, take official notice of facts in accordance with all applicable requirements of law.

**7.21(2)** Stipulation of facts is encouraged. The presiding officer may make a decision based on stipulated facts.

**7.21(3)** Evidence in the proceeding shall be confined to the issues as to which the parties received notice prior to the hearing unless the parties waive their right to such notice or the presiding officer determines that good cause justifies expansion of the issues. If the presiding officer decides to admit evidence on issues outside the scope of the notice over the objection of a party who did not have actual notice of those issues, that party, upon timely request, shall receive a continuance sufficient to amend pleadings and to prepare on the additional issue.

**7.21(4)** The party seeking admission of an exhibit must provide opposing parties with an opportunity to examine the exhibit prior to the ruling on its admissibility. Copies of documents should normally be provided to opposing parties.

All exhibits admitted into evidence shall be appropriately marked and be made part of the record.

**7.21(5)** Any party may object to specific evidence or may request limits on the scope of any examination or cross-examination. Such an objection shall be accompanied by a brief statement of the grounds upon which it is based. The objection, the ruling on the objection, and the reasons for the ruling shall be noted in the record. The presiding officer may rule on the objection at the time it is made or may reserve a ruling until the written decision.

**7.21(6)** Whenever evidence is ruled inadmissible, the party offering that evidence may submit an offer of proof on the record. The party making the offer of proof for excluded oral testimony shall briefly summarize the testimony or, with permission of the presiding officer, present the testimony. If the excluded evidence consists of a document or exhibit, it shall be marked as part of an offer of proof and inserted in the record.

#### **265—7.22(17A) Default.**

**7.22(1)** A presiding officer may enter default in accordance with Iowa Code subsection 17A.12(3). Where appropriate and not contrary to law, any party may move for default against a party who has requested the contested case proceeding and has failed to file a required pleading or has failed to appear after proper service.

**7.22(2)** Default decisions or decisions rendered on the merits after a party has failed to appear or participate in a contested case proceeding become final authority action unless, within 15 days after the date of notification or mailing of the decision, a motion to vacate is filed and served on all parties or an appeal of a decision on the

merits is timely initiated within the time provided by rule 265—7.27(17A). A motion to vacate must state all facts relied upon by the moving party which establish that good cause existed for that party's failure to appear or participate at the contested case proceeding. Each fact so stated must be substantiated by at least one sworn affidavit of a person with personal knowledge of each such fact, which affidavit(s) must be attached to the motion.

**7.22(3)** The time for further appeal of a decision for which a timely motion to vacate has been filed is stayed pending a decision on the motion to vacate.

**7.22(4)** Properly substantiated and timely filed motions to vacate shall be granted only for good cause shown. The burden of proof as to good cause is on the moving party. Adverse parties shall have ten days to respond to a motion to vacate. Adverse parties shall be allowed to conduct discovery as to the issue of good cause and to present evidence on the issue prior to a decision on the motion, if a request to do so is included in that party's response.

**7.22(5)** "Good cause" for purposes of this rule shall have the same meaning as "good cause" for setting aside a default judgment the Iowa Rules of Civil Procedure.

**7.22(6)** A decision denying a motion to vacate is subject to further appeal within the time limit allowed for further appeal of a decision on the merits in the contested case proceeding. A decision granting a motion to vacate is subject to interlocutory appeal by the adverse party pursuant to rule 7.25(17A).

**7.22(7)** If a motion to vacate is granted and no timely interlocutory appeal has been taken, the presiding officer shall issue another notice of hearing and the contested case shall proceed according to this chapter.

**7.22(8)** A default decision may award any relief consistent with the request for relief made in the petition and embraced in its issues; but unless the defaulting party has appeared, it cannot exceed the relief demanded.

**7.22(9)** A default decision may provide either that the default decision is to be stayed pending a timely motion to vacate or that the default decision is to take effect immediately, subject to a request for stay under rule 265—7.29(17A).

#### **265—7.23(17A) Ex parte communication.**

**7.23(1)** Iowa Code section 17A.17 governs ex parte communications in authority contested cases. This does not prohibit persons jointly assigned tasks related to the contested case from communicating with each other. Nothing in this provision is intended to preclude the presiding officer from communicating with members of the agency or seeking the advice or help of persons other than those with a personal interest in, or those engaged in personally investigating as defined in subrule 7.9(2), prosecuting, or advocating in, either the case under consideration or a pending factually related case involving the same parties as long as those persons do not directly or indirectly communicate to the presiding officer any ex parte communications they have received of a type that the presiding officer would be prohibited from receiving or that furnish, augment, diminish, or modify the evidence in the record.

**7.23(2)** Prohibitions on ex parte communications commence with the issuance of the notice of hearing in a contested case and continue while the case is pending.

**7.23(3)** Written, oral or other forms of communication are "ex parte" if made without notice and opportunity for all parties to participate.

**7.23(4)** To avoid prohibited ex parte communications, notice must be given in a manner reasonably calculated to give all parties a fair opportunity to participate. Notice of written communications shall be provided in compliance with rule 265—7.12(17A) and may be supplemented by telephone, electronic mail or other means of notification. Where permitted, oral communications may be initiated through conference telephone call or other electronic means including all parties or their representatives.

**7.23(5)** Persons who jointly act as presiding officer in a pending contested case may communicate with each other without notice or opportunity for parties to participate.

**7.23(6)** The director or other persons may be present in deliberations or otherwise advise the presiding officer without notice or opportunity for parties to participate as long as they are not disqualified from participating in the making of a proposed or final decision under any provision of law and they comply with subrule 7.23(1).

**7.23(7)** Communications with the presiding officer involving uncontested scheduling or procedural matters do not require notice or opportunity for parties to participate. Parties should notify other parties prior to initiating such contact with the presiding officer when feasible, and shall notify other parties when seeking to continue hearings or other deadlines pursuant to rule 265—7.17(17A).

**7.23(8)** A presiding officer who receives a prohibited ex parte communication during the pendency of a contested case must initially determine if the effect of the communication is so prejudicial that the presiding officer should be disqualified. If the presiding officer determines that disqualification is warranted, a copy of any prohibited written communication, all written responses to the communication, a written summary stating the substance of any prohibited oral or other communication not available in written form for disclosure, all responses made, and the identity of each person from whom the presiding officer received a prohibited ex parte communication shall be submitted for inclusion in the record under seal by protective order. If the presiding officer determines that disqualification is not warranted, the procedures indicated in Iowa Code subsection 17A.17(4) apply.

**7.23(9)** Presiding officers shall disclose pre-assignment ex parte communications in accordance with Iowa Code subsection 17A.17(3). Factual information contained in an investigative report or similar document need not be separately disclosed by the presiding officer as long as such documents have been or will be provided to the parties.

**7.23(10)** The presiding officer may render a proposed or final decision imposing appropriate sanctions for violations of this rule including default, a decision against the offending party, censure, or suspension, or revocation of the privilege to practice before the authority. Violation of ex parte communication prohibitions by authority personnel shall be reported to the director for possible sanctions including censure, suspension, dismissal, or other disciplinary action.

**265—7.24(17A) Recording costs.** Upon request, the authority shall provide a copy of the whole or any portion of the record at cost. The cost of preparing a copy of the record or of transcribing the hearing record shall be paid by the requesting party. Parties who request that a hearing be recorded by certified shorthand reporters rather than by electronic means shall bear the cost of recording, unless otherwise provided by law.

**265—7.25(17A) Interlocutory appeals.** Upon written request of a party or on its own motion, the authority board may review an interlocutory order of the presiding officer. In determining whether to do so, the authority board shall weigh the extent to which its granting the interlocutory appeal would expedite final resolution of the case and the extent to which review of that interlocutory order by the authority board at the time it reviews the proposed decision of the presiding officer would provide an adequate remedy. Any request for interlocutory review must be filed within 14 days of issuance of the challenged order, but no later than the time for compliance with the order or the date of hearing, whichever is first.

**265—7.26(17A) Posthearing procedures and orders.**

**7.26(1) Filing by parties of briefs and proposed findings.** The presiding officer may ask the parties to submit proposed findings and conclusions of law and a proposed order or briefs. Copies of the submission shall be served on all parties. The submission schedule, including waiver or briefs, shall be determined at the close of the hearing.

**7.26(2) Final decision or order.**

*a.* When a quorum of the authority board presides over the reception of evidence at the hearing, its decision is a final decision. The decision shall be in writing and shall include findings of fact and conclusions of law in conformance with Iowa Code chapter 17A.

*b.* In a contested case in which the hearing is held before an administrative law judge or a panel of the authority board members constituting less than a quorum of the authority board, the presiding officer or panel shall render a proposed decision. The proposed decision shall be in writing and shall include findings of fact and conclusions of law in conformance with Iowa Code chapter 17A. The proposed decision becomes the final decision of the authority without further proceedings unless there is an appeal to, or review on motion of, the authority within 30 days.

**7.26(3) Decisions and orders.**

*a. By whom prepared.* The presiding officer who presided at the reception of evidence shall prepare a proposed or final decision or order in each case. Findings of fact shall be prepared by the presiding officer at the reception of the evidence in a case unless the officer becomes unavailable. If the officer is unavailable, the findings of fact may be prepared by another person qualified to be a presiding officer who has read the record,

unless demeanor of witnesses is a substantial factor. If demeanor is a substantial factor and the presiding officer is unavailable, the portions of the hearing involving demeanor shall be heard again or the case shall be dismissed.

*b. Content of decision or order.* Proposed or final decisions or orders are rendered in accordance with Iowa Code subsection 17A.16(1). Proposed decisions or orders include rulings upon each proposed finding, if a party submitted proposed findings of fact in accordance with subrule 7.26(1).

*c. Delivery.* A copy of the proposed decision or order shall be delivered to the parties either by personal service or by certified mail, return receipt requested.

## **265—7.27(17A) Appeals and review.**

**7.27(1) *Appeal by party.*** Any adversely affected party may appeal a proposed decision to the authority board within 30 days after issuance of the proposed decision.

**7.27(2) *Review.*** The authority board may initiate review of a proposed decision on its own motion at any time within 30 days following the issuance of such a decision.

**7.27(3) *Notice of appeal.*** An appeal of a proposed decision is initiated by filing a timely notice of appeal with the authority. The notice of appeal must be signed by the appealing party or a representative of that party and contain a certificate of service. If a member of the authority board or the authority initiates review of a proposed decision, the director shall mail a notice of review to all parties. The notice of appeal or the notice of review shall specify:

- a.* The parties initiating the appeal;
- b.* The proposed decision or order appealed from;
- c.* The specific findings or conclusions to which exception is taken and any other exceptions to the decision or order;
- d.* The relief sought;
- e.* The grounds for relief.

**7.27(4) *Requests to present additional evidence.*** A party may request the taking of additional evidence only by establishing that the evidence is material, that good cause existed for the failure to present the evidence at the hearing, and that the party has not waived the right to present the evidence. A written request to present additional evidence must be filed with the notice of appeal or, by a nonappealing party, within 14 days of service of the notice of appeal. The authority board may remand a case to the presiding officer for further hearing or may itself preside at the taking of additional evidence.

**7.27(5) *Scheduling.*** The authority shall issue a schedule for consideration of the appeal.

**7.27(6) *Briefs and arguments.*** Unless otherwise ordered, within 20 days of the notice of appeal or order for review, each appealing party may file exceptions and briefs. Within 20 days thereafter, any party may file a responsive brief. Briefs shall cite any applicable legal authority and specify relevant portions of the record in that proceeding. Written requests to present oral argument shall be filed with the briefs. The authority may resolve the appeal on the briefs or provide an opportunity for oral argument. The authority may shorten or extend the briefing period as appropriate.

## **265—7.28(17A) Applications for rehearing.**

**7.28(1)** Any party to a contested case proceeding may file an application for rehearing from a final order.

**7.28(2)** The application for rehearing shall state on whose behalf it is filed, the specific grounds for rehearing, and the relief sought. In addition, the application shall state whether the applicant desires reconsideration of all or part of the authority decision on the existing record and whether, on the basis of the grounds enumerated in subrule 7.27(4), the applicant requests an opportunity to submit additional evidence.

**7.28(3)** The application shall be filed with the authority within 20 days after issuance of the final decision.

**7.28(4)** A copy of the application shall be timely mailed by the applicant to all parties of record not joining therein. If the application does not contain a certificate of service, the authority shall serve copies on all parties.

**7.28(5)** Any application for a rehearing shall be deemed denied unless the authority grants the application within 20 days after its filing.

## **265—7.29(17A) Stays of authority actions.**

**7.29(1) *When available.***



*a.* Any party to a contested case proceeding may petition the authority for a stay of an order issued in that proceeding or for other temporary remedies, pending review by the authority. The petition shall be filed with the notice of appeal and shall state the reasons justifying a stay or other temporary remedy. The authority may rule on the stay or authorize the presiding officer to do so.

*b.* Any party to a contested case proceeding may petition the authority for a stay or other temporary remedies pending judicial review of all or part of that proceeding. The petition shall state the reasons justifying a stay or other temporary remedy.

**7.29(2) *When granted.*** In determining whether to grant a stay, the presiding officer or authority shall consider the factors listed in 17A.19(5).

**7.29(3) *Vacation.*** A stay may be vacated by the issuing authority upon application of the authority or any other party.

**265—7.30(17A) No factual dispute contested cases.** If the parties agree that no dispute of material fact exists as to a matter that would be a contested case if such a dispute of fact existed, the parties may present all relevant admissible evidence either by stipulation or otherwise as agreed by the parties, without necessity for the production of evidence at an evidentiary hearing. If such agreement is reached, a jointly submitted schedule detailing the method and timetable for submission of the record, briefs and oral argument should be submitted by the parties to the presiding officer for approval as soon as practicable. If the parties cannot agree, any party may file and serve a motion for summary judgment.

**265—7.31(17A) Emergency adjudicative proceedings.**

**7.31(1) *Necessary emergency action.*** To the extent necessary to prevent or avoid immediate danger to the public health, safety, or welfare and, consistent with the Constitution and other provisions of law, the authority may issue a written order in compliance with Iowa Code sections 17A.18A to suspend a license in whole or in part, order the cessation of any continuing activity, order affirmative action, or take other action within the jurisdiction of the authority by emergency adjudicative order. Before issuing an emergency adjudicative order the authority shall consider factors including, but not limited to, the following:

*a.* Whether there has been a sufficient factual investigation to ensure that the authority is proceeding on the basis of reliable information;

*b.* Whether the specific circumstances which pose immediate danger to the public health, safety or welfare have been identified and determined to be continuing;

*c.* Whether the person required to comply with the emergency adjudicative order may continue to engage in other activities without posing immediate danger to the public health, safety or welfare;

*d.* Whether imposition of monitoring requirements or other interim safeguards would be sufficient to protect the public health, safety or welfare; and

*e.* Whether the specific action contemplated by the authority is necessary to avoid the immediate danger.

**7.31(2) *Issuance of order.***

*a.* An emergency adjudicative order shall contain findings of fact, conclusions of law, and policy reasons to justify the determination of an immediate danger in the authority's decision to take immediate action.

*b.* The written emergency adjudicative order shall be immediately delivered to persons who are required to comply with the order by utilizing one or more of the following procedures:

(1) Personal delivery;

(2) Certified mail, return receipt requested, to the last address on file with the authority;

(3) Certified mail to the last address on file with the authority;

(4) First-class mail to the last address on file with the authority; or

(5) Fax. Fax may be used as the sole method of delivery if the person required to comply with the order has filed a written request that authority orders be sent by fax and has provided a fax number for that purpose.

*c.* To the degree practicable, the authority shall select the procedure for providing written notice that best ensures prompt, reliable delivery.

**7.31(3) *Oral notice.*** Unless the written emergency adjudicative order is provided by personal delivery on the same day that the order issues, the authority shall make reasonable immediate efforts to contact by telephone or electronic mail the persons who are required to comply with the order.

**7.31(4) *Completion of proceedings.*** After the issuance of an emergency adjudicative order, the authority shall proceed as quickly as feasible to complete any proceedings that would be required if the matter did not involve an immediate danger.

Issuance of a written emergency adjudicative order shall include notification of the date on which the authority's proceedings are scheduled for completion. After issuance of an emergency adjudicative order, continuance of further authority proceedings to a later date will be granted only in compelling circumstances upon application in writing.

**265—7.32(17A,16) *Informal procedure prior to hearing.*** Any person who desires to pursue informal settlement of any contested case may make a request for an informal settlement to the director. When the authority is a party, all informal settlements shall be made by the director. All informal settlements are subject to ratification by the board. A request for informal settlement should be received by the director not less than 15 days before the authority board meeting at which the request is to be considered. The director shall schedule consideration of the request at the next regular authority board meeting occurring more than 30 days after the request for an informal settlement is made. Not more than 10 days after the authority meeting at which the request is scheduled for consideration, the director will notify the petitioner in writing of the authority's disposition of the request. If the authority determines that a conference is appropriate, the party will be notified when, where, and with whom such a conference is to be held. The terms of any settlement agreed to by the parties shall be embodied in a written stipulation. Upon receipt of the request, all formal contested case procedures are stayed, except in the case of emergency orders as provided in rule 265—7.31(17A). If informal settlement is unsuccessful, formal contested case proceedings may be instituted in accordance with rule 265—7.5(17A).

These rules are intended to implement Iowa Code chapter 17A.



ITEM 1. Rescind 265—Chapter 15 and adopt the following **new** chapter in lieu thereof:

CHAPTER 15  
PURCHASING

**265—15.1(16) Applicability of competitive bidding.** Goods or services expected to cost more than \$50,000 in the aggregate will be obtained through a formal or informal competitive bidding process conducted by the authority, or through the department of administrative services whenever such procurement is in the best interests of the authority, as determined by the authority. Goods or services expected to cost \$50,000 or less in the aggregate may be obtained in any manner deemed appropriate by the authority.

Notwithstanding the foregoing, the authority may exempt any item from competitive bidding if the item is noncompetitive or is purchased in quantities too small to be effectively purchased through competitive bidding; if there is an immediate or emergency need for the item; if the purchase of the item facilitates compliance with set-aside procurement provisions; or if the director of the authority determines, in the director's sole discretion, that the authority's best interests will be served by exemption from the bidding process.

**265—15.2(16) Methods of obtaining bids or proposals used by the authority.** Formal or informal bids or proposals may be obtained by one of the following methods.

**15.2(1) Request for bids.**

*a.* The authority may prepare a request for bids for providing the goods or services sought by the authority. The request may be shared on the state website for bid opportunities, on the authority's website, sent directly to vendors, or distributed in other means determined by the authority. The authority may use reverse auction methods to obtain goods and services.

*b.* The request for bids will include the due date and time of the bid opening, a description of the goods or services needed, and other information deemed necessary by the authority.

*c.* The authority will tabulate results as bids are opened.

*d.* The authority will make an award by the date identified in the request for bids. The price quoted by the vendors shall remain binding for the time period indicated in the request for bids. If an award is not made within the time frame indicated by the authority when requesting bids, all bids may be deemed rejected.

**15.2(2) Informal bids.**

*a.* The authority may obtain informal bids through use of a written bid form, in electronic format, or in other manners determined appropriate by the authority. The authority will describe the goods or services sought by the authority, the date by which bids must be submitted, the anticipated award date and other information deemed necessary by the authority. The authority may use reverse auction methods to obtain good and services.

*b.* The authority will tabulate results as bids are opened.

*c.* If an award is not made within the time frame indicated by the authority when requesting bids, all bids may be deemed rejected.

**15.2(3) Request for proposals.** The authority may issue a request for proposals when cost is not the sole criterion for selection.

*a.* The authority will prepare a written request for proposals and submit the request to the department of administrative service for submission on the state website for bid opportunities. The authority may publicize a request through other means, including the authority's website or sending the request for proposals to selected vendors.

*b.* Requests for proposals will generally include the purpose of the request, the scope of work to be performed, submission requirements and due date, terms and conditions of an award, review criteria and the anticipated time frame for awarding a contract.

*c.* The authority will evaluate and rank proposals according to review criteria identified in the request for proposals. If an award is not made within the applicable time frame indicated by the authority when requesting proposals, all proposals may be deemed rejected.

**265—15.3(16) Contract purchases.** The authority may enter into contract purchase agreements for items, groups of items, or services. Contract purchase agreements are subject to the competitive bidding requirements previously outlined, where applicable.

**265—15.4(16) Blanket purchase agreements.** The authority may establish blanket purchase agreements. Blanket purchase agreements are subject to the competitive bidding requirements previously outlined, where applicable.

**265—15.5(16) Bids and proposals to conform to specifications.** All bids and proposals must conform to the specifications provided by the authority, including deadlines for submission of bids or proposals. Bids and proposals that do not conform to the specifications stated may be rejected. The authority reserves the right to waive deficiencies in the bids or proposals if the authority's best interests would be served by the waiver.

**265—15.6(16) Modification or withdrawal of bids.** Bids or proposals may be modified or withdrawn prior to the time and date set for the bid or proposal opening. Modifications or withdrawals must be submitted to the authority in writing. A bid or proposal may be withdrawn after opening with the approval of the authority.

**265—15.7(16) Financial security.** The authority may require bid security, litigation security, and performance security on formal bids or proposals if specified in the request for bids or request for proposals.

**265—15.8(16) Rejection of bids and proposals.** The authority reserves the right to reject any or all bids or proposals. Bids and proposals may be rejected because of faulty specifications, abandonment of the project, insufficient funds, evidence of unfair or flawed bidding procedures, failure of a vendor to meet the authority's requirements or follow submission instructions, or for any other reason if the authority determines that its best interests will be served by rejecting any or all bids. New bids may be requested by the authority at any time.

**265—15.9(16) Vendor appeals.** Any vendor whose bid or proposal has been timely filed may appeal the decision by filing a written notice of appeal before the Iowa finance authority board within three business days of the date of the award. The notice of appeal shall state the grounds upon which the vendor challenges the authority's award. Following receipt of a notice of appeal the board will notify the appealing vendor and the vendor who received the contract award of the procedures to be followed in the appeal. The board may appoint a designee to proceed with the appeal on its behalf.

These rules are intended to implement Iowa Code section 16.5(1) "f."

Re: Notice of Intended Action to Rescind 265—Chapter 41 and Adopt a New Chapter in Lieu Thereof

**Attachments:** Proposed rulemaking

ITEM 1. Rescind 265—Chapter 41 and adopt the following **new** chapter in lieu thereof:

CHAPTER 41  
SHELTER ASSISTANCE FUND

**265—41.1(16) Purpose.** The shelter assistance fund (SAF) is created pursuant to and for the purposes stated under Iowa Code Section 16.41.

**265—41.2(16) Definitions.**

*“Applicant”* means an eligible provider of homeless services which is applying for SAF funds.

*“Authority”* means the Iowa finance authority.

*“Domestic violence shelter”* means a homeless shelter primarily or exclusively serving clients who are homeless due to domestic violence.

*“DVIMS”* means the Domestic Violence Information Management System, which is Iowa’s designated database for domestic violence shelters.

*“ESG”* means the Emergency Solutions Grant Program created pursuant to Title 42 of the U.S. Code (42 U.S.C. Section 11375) as well as parts of Title 24 of the Code of Federal Regulations (24 CFR Part 576).

*“HMIS”* means the Homeless Management Information System, as defined in 24 CFR Part 91.

*“Homeless”* means the same as set forth in 24 CFR Part 91.

*“Homeless shelter”* or *“shelter”* means a facility properly zoned and lawfully operating in compliance with all state, county and municipal laws and regulations, including possessing all permits, licenses, certifications and other authorizations required for the facility’s location, which provides temporary shelter with overnight sleeping accommodations for homeless persons and which does not require occupants to sign leases or occupancy agreements.

*“HUD”* means the U.S. Department of Housing and Urban Development.

*“Participant”* means any person or family who is homeless or at risk of becoming homeless and is provided assistance from a recipient utilizing SAF funds.

*“Private nonprofit organization”* means an organization as set forth in 42 U.S.C. Section 11371, which has registered with the state of Iowa as a nonprofit corporation.

*“Recipient”* means any organization to which the authority distributes SAF funds.

**265—41.3(16) Eligible applicants.** To be eligible for the SAF, an applicant must:

1. Be a city government, county government, instrumentality of government, or private nonprofit organization; and
2. Operate a homeless shelter.

**265—41.4(16) Eligible activities.** Eligible activities may include the following, where necessary to assist participants:

1. Operating expenses for homeless and domestic violence shelters necessary for the operation of the shelter, including staff salaries, maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies. Where or when no appropriate shelter is available for a homeless family or individual, eligible costs may include a hotel or motel voucher for that family or individual. Costs of third-party agencies in providing food to one or more shelters or directly to participants may also be included as eligible costs.

2. Essential services for individuals and families in homeless and domestic violence shelters, including case management, coordinated entry or centralized intake, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation necessary to provide services.

3. Evaluation and reporting of services for the homeless, including the implementation of the HMIS.

**265—41.5(16) Application procedures.** The authority shall issue requests for applications periodically, specifying requirements, priorities, period of funding, and maximum and minimum award amounts, subject to

available funding. Requests for applications may be issued jointly with the ESG program. Only applications submitted as prescribed by the authority will be considered.

**265—41.6(16) Application review process.**

**41.6(1)** Applications will be reviewed by the authority for funding approval or denial based on priorities established during each competition round. Review criteria include, but are not limited to, applicant's project design, applicant experience and capacity, community partnerships and need, past performance, and budget and grant management.

**41.6(2)** If an application contains an activity determined to be ineligible, at the authority's discretion, the ineligible activity may be deleted from the application or the application may be disqualified in its entirety.

**41.6(3)** Before making final funding recommendations, the authority may review applications with other state agencies or any other party deemed appropriate in the authority's sole discretion.

**41.6(4)** Based on the review process and subject to available funding, the authority may revise the applicant's overall funding request by activity or funding level and recommend a final funding figure to the authority's board of directors for approval.

**265—41.7(16) Matching contributions.** The authority reserves the right to designate a portion or all of SAF funds to be used toward the matching contributions requirement imposed by HUD for ESG funds received by the state of Iowa. SAF funds designated as ESG matching contributions may not be used to meet matching requirements of other grant moneys received by recipients. Recipients will be informed if SAF funds have been used toward the ESG matching requirement and will be responsible for ensuring compliance with the matching requirements of other grant programs.

**265—41.8(16) Funding awards.**

**41.8(1) Authorization.** The authority's board of directors approves funding awards during each application cycle.

**41.8(2) Right to negotiate.** The authority reserves the right to negotiate with the recipient the amount of the funding award, the scale or scope of the recipient's project, and alternative methods for completing the project.

**41.8(3) Special purpose awards.** The authority may, at its discretion, make funding awards for evaluation, reporting, or implementation of services for the homeless, including but not limited to the HMIS or coordinated entry, apart from the application procedures and application review process set forth in rules 265—41.5(16) and 265—41.6(16).

**265—41.9(16) Requirements placed on recipients.**

**41.9(1) Participation by homeless individuals and families.** To the extent possible, recipients are required to involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted with SAF funds and providing services assisted with SAF funds.

**41.9(2) Termination of assistance and grievance procedure.** Recipients shall establish and implement a formal process to terminate assistance to participants who violate SAF program requirements. This process shall include a hearing that provides participants a full opportunity to address issues of noncompliance.

**41.9(3) Data reporting system.** Recipients shall participate in the HUD-approved HMIS adopted by the authority unless the recipient qualifies as a domestic violence shelter, in which case the recipient shall use the DVIMS.

**41.9(4) Ensuring confidentiality.** Recipients shall develop and implement procedures to guarantee the confidentiality of records pertaining to any participant, including any individual to whom family violence prevention or treatment services are provided. In addition, the address or location of any domestic violence shelter shall not be disclosed to any person except with written authorization of the shelter director.

**41.9(5) Requirements for religious organizations.** Recipients shall not engage in religious proselytizing or counseling using SAF funds, require attendance at religious services as a requirement or condition to receive assistance with SAF funds, nor limit services or give preference to persons seeking assistance with SAF funds on the basis of religion.



**41.9(6) Prohibition against involuntary family separation.** If a shelter provides services to families with children under the age of 18, the age of a child under the age of 18 shall not be used as a basis for denying any family's admission to shelter.

**41.9(7) Lead-based paint.** Recipients shall follow the federal rules for lead-based paint, including the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR Part 35, Subparts A, B, H, J, K, M, and R, which apply to all shelters occupied by participants.

**41.9(8) Habitability standards.** Recipients shall follow the federal rules for habitability, ensuring that shelters receiving SAF funds adhere to minimum habitability standards for being safe, sanitary, and adequately maintained, according to the regulations at CFR Part 576.403, and comply with all applicable local building codes.

**41.9(9) Other requirements.** The authority may impose additional requirements on recipients, which will be described in the request for applications, the grant contract, or other guidance materials issued from time to time.

**265—41.10(16) Compliance with applicable federal and state laws and regulations.** Recipients shall comply with all applicable federal, state, and local laws with respect to activities performed under this SAF program, including the Iowa Civil Rights Act as set forth in Iowa Code Chapter 216. Recipients shall also comply with the following additional requirements.

**41.10(1) Review of financial statements.** Recipients shall obtain from an independent certified public accountant an annual audit report or an annual independent review of recipients' financial statements.

**41.10(2) Conflict of interest.** No person, including any employee, agent, consultant, officer, or elected or appointed official of a recipient, exercising any functions or responsibilities with respect to activities assisted under the SAF program or in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the SAF program shall: obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for the person or for those with whom the person has immediate family or business ties. This subrule shall apply during a person's tenure and for a one-year period thereafter.

## **265—41.11(16) Administration.**

**41.11(1) Contracts.** Upon selection of an application for funding, the authority will initiate a contract. These rules and applicable federal and state laws and regulations will become part of the contract. Certain activities may necessitate that permits or clearances be obtained from other state agencies before the start of the project. Funding awards may be conditioned upon the timely completion of these requirements or any other conditions stipulated in the contract at the authority's sole discretion.

**41.11(2) Record keeping and retention.** Financial records, supporting documents, statistical records, and all other records pertinent to the funded project shall be retained by the recipient and made available to the authority upon request. Proper record retention shall be in accordance with the following:

*a.* Retention of records for any assisted activity for five years after the end of the grant period and, if applicable, until audit and compliance monitoring procedures are completed and accepted by the authority.

*b.* Access to all books, accounts, documents, records, and other property belonging to or in use by a recipient pertaining to the receipt of assistance under these rules by the Office of Auditor of State, the authority or the authority's designee.

**41.11(3) Reporting requirements.** Recipients shall submit reports to the authority as prescribed in the contract. Reports include:

*a.* HMIS data reports. All recipients are required to submit regular reports on participants served using the current HMIS reporting process as prescribed by the authority unless a recipient qualifies as a domestic violence shelter, in which case the recipient shall submit reports using the DVIMS.

*b.* Requests for funds. Recipients shall submit requests for funds during the contract period at intervals and using forms as prescribed by the authority. The authority may perform any review or field inspections it deems necessary to ensure SAF program compliance, including review of recipient records and reports. When problems of compliance are noted, the authority may require remedial actions to be taken. Failure to respond to

notifications of need for remedial action may result in the remedies for noncompliance set forth in subrule 41.11(4).

**41.11(4) Remedies for noncompliance.** Should the authority find that a recipient is not in compliance with the requirements under this SAF program, the authority may employ any remedies it deems appropriate, including but not limited to the following:

- a.* Issue a warning letter stating that continued failure to comply with SAF program requirements within a stated period of time will result in a more serious action.
- b.* Condition a future award on correcting compliance issues.
- c.* Direct the recipient to stop incurring costs with grant funds.
- d.* Require that some or all of the awarded funds be remitted to the authority.
- e.* Reduce the level of funds the recipient would otherwise be entitled to receive.
- f.* Elect not to provide future award funds to the recipient until appropriate actions are taken to ensure compliance.
- g.* Prohibit a future award of funds.

**265-41.12(16) References.** All references to the Code of Federal Regulations and United States Code in this chapter are to the laws as in effect [effective date of this rulemaking].

These rules are intended to implement Iowa Code section 16.41.



ITEM 1. Rescind 265—Chapter 42 and adopt the following **new** chapter in lieu thereof:

CHAPTER 42  
EMERGENCY SOLUTIONS GRANT PROGRAM

**265—42.1(16) Purpose.** The Emergency Solutions Grant Program (ESG program) is a federal program of the U.S. Department of Housing and Urban Development (HUD), as set forth in Title 42 of the U.S. Code (42 U.S.C. Sections 11371-11378) as well as parts of Title 24 of the Code of Federal Regulations (24 CFR Part 576).

**265—42.2(16) Definitions.**

*“Applicant”* means an eligible provider of eligible homeless services which is applying for funds through the ESG program.

*“Authority”* means the Iowa finance authority.

*“Domestic violence shelter”* means a homeless shelter primarily or exclusively serving clients who are homeless due to domestic violence.

*“DVIMS”* means the Domestic Violence Information Management System, which is Iowa’s designated database for domestic violence shelters.

*“HMIS”* means the Homeless Management Information System as defined in 24 CFR Part 576.

*“Homeless”* means the same as set forth in 24 CFR Part 576.

*“Homeless shelter”* or *“shelter”* means a facility properly zoned and lawfully operating in compliance with all state, county and municipal laws and regulations, including possessing all permits, licenses, certifications and other authorizations required for the facility’s location, which provides temporary shelter with overnight sleeping accommodations for homeless persons and which does not require occupants to sign leases or occupancy agreements.

*“Private nonprofit organization”* means an organization as set forth in 42 U.S.C Section 11371, which has registered with the state of Iowa as a nonprofit corporation. -

*“SAF”* means the shelter assistance fund, as set forth in Iowa Code section 16.41.

*“Subrecipient”* means any private nonprofit organization or city or county government to which the authority distributes ESG program funds.

**265—42.3(16) Eligible applicants.** City governments, county governments, and private nonprofit organizations are eligible applicants under the ESG program. City or county governments may apply on behalf of a nonprofit service provider within their jurisdictions when the nonprofit service provider would otherwise qualify as an eligible applicant under the ESG program.

**265—42.4(16) Eligible activities.** Eligible activities may include only the following:

**42.4(1) Street outreach.** Provision of essential services necessary to reach out to unsheltered homeless people; to connect them with shelter, housing, or critical services; and to provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access shelter, housing, or an appropriate health facility.

**42.4(2) Shelter.** Provision of essential services to homeless families and individuals in shelters, the renovation of buildings to be used as emergency shelters for homeless families and individuals, and the operation of emergency shelters.

**42.4(3) Prevention of homelessness.** The provision of housing relocation and stabilization services, short- or medium-term rental assistance, or other financial assistance as necessary to prevent an individual or family from experiencing homelessness.

**42.4(4) Rapid re-housing.** The provision of housing relocation and stabilization services, short- or medium-term rental assistance, or other financial assistance as necessary to help an individual or family experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing.

**42.4(5) Administrative costs.** A subrecipient may use a portion of a grant received for administrative purposes, as determined by the authority. -

**42.4(6) HMIS projects.** The authority may award grants for HMIS implementation to support data collection, reporting, and analysis as long as the total amount of such grants does not exceed 10 percent of the total ESG program allocation. Eligible costs may include equipment, software, services, personnel, space, and operations for HMIS activities. The authority may in its discretion award such a grant, subject to the terms of this subrule,

without regard to the application and review provisions of rules 265—42.6(16) and 265—42.7(16). Subrecipients of grants in support of other eligible activities listed in subrules 42.4(1) to 42.4(4) may also use a portion of such grants to support data collection and reporting using the HMIS or the DVIMS.

**265—42.5(16) Ineligible activities.** Any activity that is not authorized under the provisions of the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), and implemented by 24 CFR Part 576, is ineligible to be carried out with ESG program funds.

**265—42.6(16) Application procedures.** The authority will issue requests for applications periodically, specifying requirements, priorities, period of funding, and maximum and minimum award amounts, subject to available funds. Requests for applications may be issued jointly with the SAF program. Only applications submitted as prescribed by the authority will be considered.

**265—42.7(16) Application review process.** Applications will be reviewed based on priorities established during each funding round, in accordance with the state of Iowa consolidated plan for housing and community development. Review criteria include, but are not limited to, applicant's project design, applicant experience and capacity, community partnerships and need, past performance, budget and grant management, project accessibility, project partnerships, the number of persons or households served, and how well the project leverages other resources.

**42.7(2)** If an application contains an activity determined to be ineligible, at the authority's discretion, the ineligible activity may be deleted from the application, the applicant may be referred to another funding source or the application may be disqualified.

**42.7(3)** Authority staff may review applications with other state agencies or any other party deemed appropriate in the authority's sole discretion.

**42.7(4)** Based on the review process and subject to available funding, the authority may revise the applicant's overall funding request by activity or funding level and recommend a final funding figure to the authority's board of directors for approval.

**265—42.8(16) Matching requirement.** Each subrecipient of ESG program funds must provide matching contributions, according to the requirements for each round of funding. In calculating the amount of matching funds, the following may be included: cash contributions expended for allowable costs of the subrecipient for the ESG program or noncash contributions, including the value of any real property, equipment, goods, or services contributed to the subrecipient's ESG program supported project provided that, if the subrecipient had to pay for them with grant funds, the costs would have been allowable. ~~IFA~~ The authority may allow an exemption of matching funds up to a maximum of \$100,000 of the state allocation received from HUD for the subrecipients least capable of providing such matching amounts. Subrecipients seeking this exemption from matching requirements must document their need for the exemption and receive prior approval from the authority before the exemption becomes effective.

**265—42.9(16) Funding awards.**

**42.9(1) Awards on behalf of multiple applicants.** A city or county government or private nonprofit organization may be designated, at the discretion of the authority, to administer a contract for multiple applicants within a prescribed geographic area.

**42.9(2) Right to negotiate.** The authority reserves the right to negotiate with the subrecipient the amount of the funding award, the scale or scope of the subrecipient's project, and alternative methods for completing the project.

**42.9(3) Special purpose awards.** The authority may, at its discretion, award any remaining funds as it sees fit within the ESG program regulations.

**265—42.10(16) Compliance with applicable federal and state laws and regulations.** Subrecipients shall comply with the following:

- a. Iowa Code governing activities performed under this program;
- b. McKinney-Vento Homeless Assistance Act and its implementing regulations;
- c. HEARTH Act; and
- d. Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.

**265—42.11(16) Administration.**

**42.11(1) Contracts.** Upon selection of an application for funding, the authority will initiate a contract. These rules and applicable federal and state laws and regulations will become part of the contract. Certain activities

may necessitate that permits or clearances be obtained from other state or federal agencies before the start of the project. Funding awards may be conditioned upon the timely completion of these requirements or any other conditions stipulated in the contract at the authority's sole discretion.

**42.11(2) *Record keeping and retention.*** Financial records, supporting documents, statistical records, and all other records pertinent to the funded project shall be retained by the subrecipient and made available to the authority upon request. Private, nonprofit subrecipients covered through an ESG program contract from a local city, county government or another nonprofit organization are responsible for ensuring that pertinent records of their ESG program funds be made available to the administering city, county or nonprofit organization and to the authority upon request. Proper record retention must be in accordance with the following:

*a.* Retention of records for any assisted activity for five years after the end of the grant period and, if applicable, until audit procedures are completed and accepted by the authority.

*b.* Access to all books, accounts, documents, records, and other property belonging to or in use by a subrecipient pertaining to the receipt of assistance under these rules by representatives of the Secretary of HUD, the Inspector General, the General Accounting Office, the Office of Auditor of State, the authority or the authority's designee.

**42.11(3) *Reporting requirements.*** Subrecipients shall submit reports to the authority as prescribed in the contract. Reports include:

*a.* HMIS data reports. All subrecipients are required to submit regular reports on clients served using the current HMIS reporting process as prescribed by the authority unless a subrecipient qualifies as a domestic violence shelter, in which case the subrecipient must submit reports using the DVIMS.

*b.* Requests for funds. Subrecipients must submit requests for funds during the contract period at intervals and using forms as prescribed by the authority. The authority may perform any review or field inspections it deems necessary to ensure program compliance, including review of subrecipient records and reports. When problems of compliance are noted, the authority may require remedial actions to be taken. Failure to respond to notifications of need for remedial action may result in the remedies for noncompliance set forth in subrule 42.11(4).

**42.11(4) *Remedies for noncompliance.*** Should the authority find that a subrecipient is not in compliance with the requirements under this program the authority may employ any remedies it deems appropriate, including but not limited to the following:

*a.* Issue a warning letter stating that continued failure to comply with program requirements within a stated period of time will result in a more serious action.

*b.* Condition a future award on correcting compliance issues.

*c.* Direct the subrecipient to stop incurring costs with grant funds.

*d.* Require that some or all of the awarded funds be remitted to the authority.

*e.* Reduce the level of funds the subrecipient would otherwise be entitled to receive.

*f.* Elect not to provide future award funds to the subrecipient until appropriate actions are taken to ensure compliance.

**265-42.12(16) References.** All references to the Code of Federal Regulations, United States Code, and federal acts, including the McKinney-Vento Homeless Assistance Act and the HEARTH Act, in this chapter are as in effect [effective date of this rulemaking].

These rules are intended to implement Iowa Code section 16.5(1) "m" and 42 U.S.C. Sections 11371 through 11378.

To: Iowa Finance Authority Board of Directors  
From: Tyler Barnard, Legal Counsel  
Date: April 2, 2025  
Re: Rescind 265 IAC Chapter 16 and Adopt a New Chapter in Lieu Thereof

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**Reason for the rule making:** Pursuant to Executive Order 10 (January 10, 2023), staff proposes to rescind Chapter 16 relating to petitions for declaratory order and to adopt a new chapter in lieu thereof.

**Summary of changes to rules:** The new chapter will remove language that repeats statute or is otherwise unnecessary.

**Rulemaking History:** A notice of intended action was published on February 19, 2025. Two public hearings were held on March 11, 2025, and March 13, 2025. No public comments were received and no changes from the notice are proposed.

**Proposed Motion:** Move to rescind 265—Chapter 16 and adopt a new chapter in lieu thereof.

**Submitted By:** Tyler Barnard  
**Attachments:** Notice of Intended Action