

Consent Agenda

March 23, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a Motion was made by Wichman and seconded by Shea to approve:

- A. March 16, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Wichman, seconded by Shea, to approve appointment of Susan Lorkovic to the Board of Health for a term of 3 years. UNANIMOUS VOTE. Motion Carried.

After Discussion was held by the Board, a motion by Schultz, second by Shea to approve first consideration of **Ordinance No. 2021-03** entitled: An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Pottawattamie County Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa; and to set Second Consideration for March 30th at 10:00 A.M..

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Schultz, second by Wichman, to approve and authorize Board to sign **Resolution No. 20-2021** entitled: RESOLUTION FOR ESTABLISHING OFFICIAL BITUMINOUS ROADS.

RESOLUTION No. 20-2021

RESOLUTION FOR ESTABLISHING OFFICIAL BITUMINOUS ROADS

WHEREAS, the Pottawattamie County, Iowa, Board of Supervisors, amended the Pottawattamie County, Iowa, Zoning Ordinance by adopting Ordinance #2015-05, effective December 18, 2015; and

WHEREAS, Section 8.002.200.150 defines “hardsurfaced street” as a street which has a full-depth surfacing consisting of concrete, or asphalt with a structural capacity equivalency of concrete, constructed in accordance with appropriate local, County or state regulations or a street that the surfacing has been prepared and treated with a bituminous coating and designated by the County Board in a Resolution as an Official Bituminous Road; and

WHEREAS, the Board of Supervisors in conjunction with the County Engineer has reviewed the current Pottawattamie County, Iowa, Secondary Road System Roads and has determined that only certain roads are sufficiently improved with a bituminous product that warrants allowing residential development to take place along;

NOW, THEREFORE, BE IT RESOLVED, by the Pottawattamie County, Iowa, Board of Supervisors, that the following County Roads be classified as “Official Bituminous (Sealcoat, Blacktop, Asphalt) Roads ” for the purpose of satisfying Section 8.002.200.150 of the Pottawattamie County, Iowa, Zoning Ordinance:

Road Name	From	To
Chestnut Road	Pioneer Trail	230 th Street

PASSED and APPROVED this 23rd day of March, 2021

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 21-2021** entitled: RESOLUTION TO CHANGE THE ROADWAY NAME OF WHITETAIL LANE TO WHITE OAK LANE AND TO ADD THE ROADWAY NAMES OF PORTLAND STREET, NORTH 193RD CIRCLE AND SOUTH 193RD CIRCLE.

**PLANNING AND ZONING
RESOLUTION NO. 21-2021**

WHEREAS, Pottawattamie County adopted a Uniform Rural Address System Ordinance, which became effective March 17, 1993; and

WHEREAS, whereas Section 7.30.040 of said Ordinance stipulates that “Updates (to the Rural Address Map) to include new roadway names shall require approval through the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that Rural Address Map be updated to change the following roadway name:

<u>Current Street Name</u>	<u>Township</u>	<u>New Street Name</u>	<u>Address Range</u>
Whitetail Ln	Rockford	White Oak Lane	16700-16979

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that Rural Address Map be updated to include the following roadway names:

<u>Established through</u>	<u>Township</u>	<u>Street Name</u>	<u>Address Range</u>
I-29/I-80 Industrial Park	Lewis	Portland Street	19250 to 19425
I-29/I-80 Industrial Park	Lewis	North 193 rd Circle	13500 to 13599
I-29/I-80 Industrial Park	Lewis	South 193 rd Circle	13600 to 13699

PASSED AND APPROVED March 23rd, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Scott Belt, Chairman

_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

RECORD: After Passage

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 22-2021** entitled: RESOLUTION SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE AN AMENDED DEVELOPMENT AGREEMENT WITH ARMSTRONG INVESTMENTS, LLC, INCLUDING TAX INCREMENT PAYMENTS.

RESOLUTION NO. 22-2021

Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Armstrong Investments, LLC, Including Tax Increment Payments

WHEREAS, Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Board is in the process of adopting an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the County has previously entered into a certain development agreement (the “Original Agreement”) with Armstrong Investments, LLC (the “Developer”) in connection with the construction of public infrastructure and the platting and marketing of lots necessary for the development of an industrial park; and

WHEREAS, the County and the Developer now propose to amend the Original Agreement in order to (1) provide for incremental property tax payments to be made to the Developer in an amount not to exceed \$200,000 under the authority of Section 403.9(1) of the Code of Iowa; and (2) make other related changes; and

WHEREAS, it is necessary to set a date for a public hearing on an amended Development Agreement (the “Amended Agreement”) and the proposal to provide the incremental property tax payments thereunder, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. This Board shall meet on April 13, 2021, at 10:00 A.M., electronically and/or at the Pottawattamie County Courthouse, Council Bluffs, Iowa, at which time and place proceedings will be instituted and action taken to approve the Amended Agreement and to authorize incremental property tax payments to the Developer.

Section 2. The County Auditor is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) days and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the County. Said notice shall be in substantially the following form:

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NOTICE OF MEETING FOR APPROVAL OF AMENDED DEVELOPMENT AGREEMENT WITH ARMSTRONG INVESTMENTS, LLC AND AUTHORIZATION OF TAX INCREMENT PAYMENTS

The Board of Supervisors of Pottawattamie County, Iowa, will meet at the Pottawattamie County Board of Supervisor’s Hearing Room, Council Bluffs, Iowa, on April 13, 2021, at 10:00 A.M., at which time and place proceedings will be instituted and action taken to approve an amended Development Agreement (the “Amended Agreement”) between the County and Armstrong Investments, LLC (the “Developer”) in connection with the construction of public infrastructure and the platting and marketing of lots necessary for the development of an industrial park on certain real property in the Pottawattamie County Industrial Park Urban Renewal Area, which Amended Agreement (1) provides for incremental property tax payments to be made to the Developer in an amount not to exceed \$200,000; and (2) makes other related changes.

As authorized by Section 403.9 of the Code of Iowa, the commitment of the County to make incremental property tax payments to the Developer under the Amended Agreement will not be a general obligation of the County, but such incremental property tax payments will be payable solely and only from incremental property tax revenues generated within the Pottawattamie County Industrial Park Urban Renewal Area. Some or all of the payments under the Amended Agreement may be made subject to annual appropriation by the Board of Supervisors.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via YouTube and teleconference, which will be accessible at the following:

<https://www.youtube.com/channel/UCeP9ZQIBgMpuSyOprlyMl6g>

Telephone Conference Call: (712) 328-5848

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the meeting, the Board will receive oral or written objections from any resident or property owner of the County. Thereafter, the Board may, at the meeting or at an adjournment thereof, take additional action to approve the Amended Agreement or may abandon the proposal.

This notice is given by order of the Board of Supervisors of Pottawattamie County, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Melvyn Houser
County Auditor

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Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED and APPROVED this 23rd day of March, 2021

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Scott Belt, Chairman				

	○	○	○	○
Tim Wichman				
	○	○	○	○
Lynn Grobe				
	○	○	○	○
Justin Schultz				
	○	○	○	○
Brian Shea				

ATTEST: _____
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 23-2021** entitled: RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO INCUR NON-CURRENT DEBT.

RESOLUTION NO. 23-2021

Resolution Setting Date for a Public Hearing on the Proposal to Incur Non-Current Debt

WHEREAS, the Board of Supervisors of Pottawattamie County, Iowa (the “County”), has established the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”) and intends to establish the Pottawattamie County Industrial Park Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the County has proposed to undertake the construction of certain public infrastructure improvements, including street and storm water drainage improvements, necessary for the development of an industrial park (the “Industrial Park Infrastructure Project”) as an urban renewal project in the Urban Renewal Area; and

WHEREAS, it has been proposed that the County facilitate an internal advance of fund in an amount not to exceed \$540,000 (the “Advance”) for the purposes of paying a portion of costs of the Industrial Park Infrastructure Project; and

WHEREAS, pursuant to Section 331.479 of the Code of Iowa, it is now necessary to fix a date of meeting of the Board of Supervisors at which it is proposed to take action to approve the Advance and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. This Board will meet electronically and/or at the Pottawattamie County Courthouse, Council Bluffs, Iowa, on April 13, 2021, at 10:00 A.M., at which time and place a hearing will be held and proceedings will be instituted and action taken to approve the Advance.

Section 2. The County Auditor shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in Pottawattamie County, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for the hearing.

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NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS FOR THE
INCURRENCE OF NONCURRENT DEBT IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$540,000

(NONCURRENT DEBT)

The Board of Supervisors of Pottawattamie County, Iowa (the “County”), will meet on April 13, 2021, at the Pottawattamie County Board of Supervisor’s Hearing Room, Council Bluffs, Iowa, at 10:00

A.M., for the purpose of instituting proceedings and taking action on a proposal to incur noncurrent debt (the "Noncurrent Debt") in a principal amount not to exceed \$540,000 for the purpose of paying a portion of the costs of the construction of certain public infrastructure improvements, including street and storm water drainage improvements, necessary for the development of an industrial park (the "Industrial Park Infrastructure Project"). The Industrial Park Infrastructure Project is being undertaken as an urban renewal project in the County's Pottawattamie County Industrial Park Urban Renewal Area.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via YouTube and teleconference, which will be accessible at the following:

<https://www.youtube.com/channel/UCeP9ZQIBgMpuSyOprlyMI6g>

Telephone Conference Call: (712) 328-5848

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

At the time and place set forth herein, oral or written objections may be filed or made to the proposal to incur the Noncurrent Debt. After receiving objections, the County may determine to incur the Noncurrent Debt.

The Noncurrent Debt will be in the form of an internal advance (the "Internal Advance") of funds from the County's Impact Fund for the payment of costs of the Industrial Park Infrastructure Project and shall be repaid in one or more annual installments on or before June 1, 2034. The Noncurrent Debt will be incurred pursuant to authority contained in Chapter 403 and in Section 331.478 and Section 331.479 of the Code of Iowa.

By order of the Board of Supervisors of Pottawattamie County, Iowa.

Melvyn Houser
County Auditor

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Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

PASSED and APPROVED this 23rd day of March, 2021

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz, to deny CRC 48R – Change Storage Room in Comm. Center 013 to an office. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Shea, to deny CRC 37 R – Structured Cabling Installation from Comm. Center to Server Room. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea to deny CRC 43R2 – Paint Stairwell S-1 & 2nd Floor Elevator Door. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz to approve Addition of Access Control to Door 034; Court Security Control Room. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz to approve Quote and funding of Window Coverings for the B-Wing and 911 Spaces. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and seconded by Schultz to approve Naming of the new conference rooms in the B-Wing: Goldfinch Conference Room, Wild Rose Conference Room, and Bur Oak Multi-Purpose Room. UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion made by Shea, seconded by Grobe, to approve appointment of Ron Tekippe to the Magistrate Appointing Commission for a term of 6 years. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, seconded by Shea, to approve reappointment of Lea Voss to the Board of Health for a term of 3 years and reappoint Dr. Michael Guzman to the Board of Health for a term of 1 year. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Wichman to approve job description for Volunteer and Facilities Coordinator. UNANIMOUS VOTE. Motion Carried.

Discussion was held on the American Rescue Plan Act of 2021 and its effect on the County. Discussion only. No action taken.

4. RECEIVED/FILED

A. Salary Actions:

- 1) Juvenile Detention – Employment of Justin Cox, John Fabian, Jacklyn Moore as Part-Time Youth Corrections Worker
- 2) Sheriff – Payroll Status Change of Nick Amdor, Nathan Brensel, Josh Harker

5. CLOSED SESSION

Motion by Schultz, second by Shea, to go into Closed Session pursuant Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Wichman, second by Shea, to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Outside of Closed Session, a Motion was made by Wichman, second by Schultz, to authorize Chairman to sign purchase agreement for property discussed in closed session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Schultz, second by Shea, to go into Closed Session pursuant Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

Motion by Shea, second by Grobe, to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried

6. SCHEDULED SESSIONS

A Capital Improvements Workshop was held. Discussion only. No action taken.

7. ADJOURN

Motion by Grobe, second by Shea, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:00 P.M.

Scott Belt, Chairman

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: March 30, 2021

PUBLISH: X

Applicant License Application ()

Name of Applicant: <u>Westfair Association</u>		
Name of Business (DBA): <u>Westfair</u>		
Address of Premises: <u>22984 Hwy 6</u>		
City <u>Council Bluffs</u>	County: <u>Pottawattamie</u>	Zip: <u>51503</u>
Business	<u>(712) 322-3400</u>	
Mailing	<u>P.O. Box 698</u>	
City <u>Council Bluffs</u>	State <u>IA</u>	Zip: <u>51502</u>

Contact Person

Name <u>Rick Killion</u>
Phone: <u>(712) 242-3323</u> Email <u>rkillion@anbank.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 8 months

Effective Date: 04/01/2021

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Rick Killion

First Name: Rick

Last Name: Killion

City: Council Bluffs

State: Iowa

Zip: 51502

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

TO: Lea Voss, County Treasurer
Andrew Brown, County Sheriff
Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 9, 2021

ESTABLISHMENT: NEW 8 MONTH LICENSE REQUEST- WESTFAIR-

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	✓	
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

COMMENTS

Signature

Lea A Voss

TO: Lea Voss, County Treasurer
Andrew Brown, County Sheriff
Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 9, 2021

ESTABLISHMENT: NEW 8 MONTH LICENSE REQUEST- WESTFAIR-

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

COMMENTS

Signature

ABW

TO: Lea Voss, County Treasurer
 Andrew Brown, County Sheriff
 Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 9, 2021

ESTABLISHMENT: NEW 8 MONTH LICENSE REQUEST- WESTFAIR-

OWNER: see attached

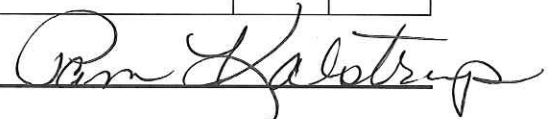
LEGAL DESCRIPTION: See attached property record.

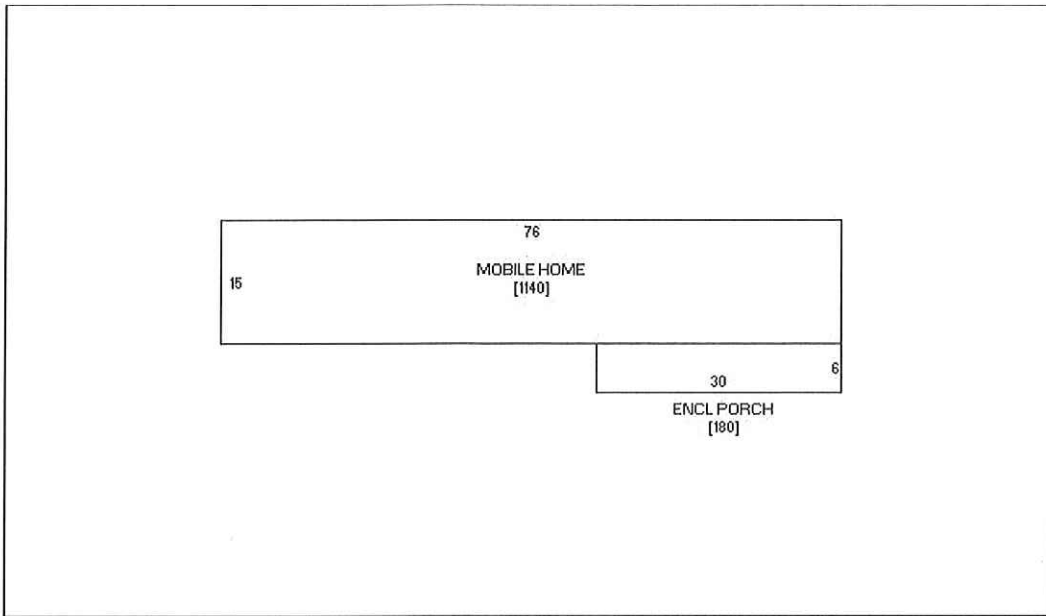
The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	✓	
	Nuisance violations		✓
	Septic system violations		✓
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

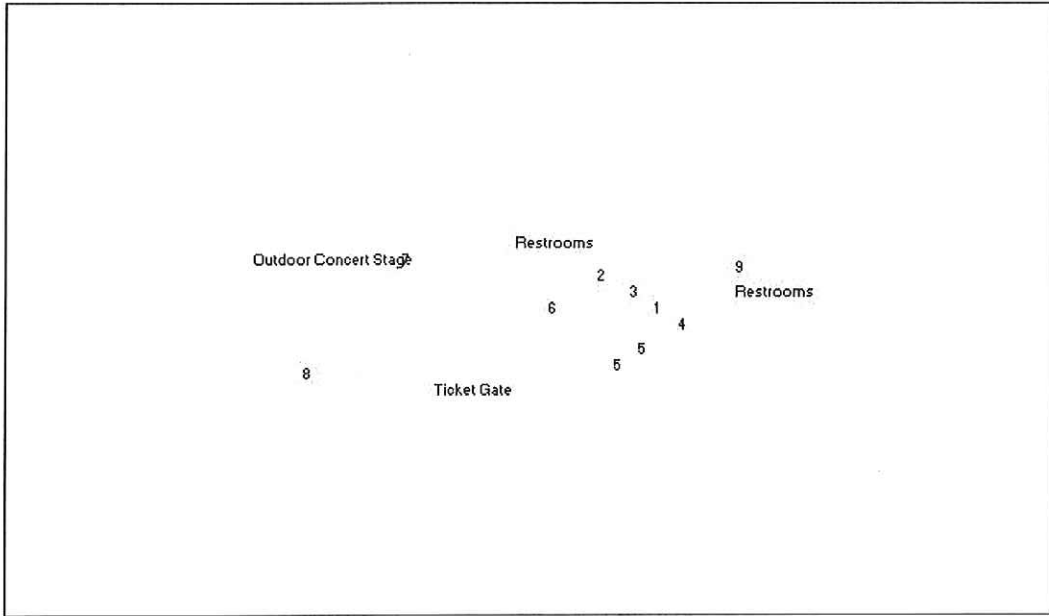
COMMENTS

Signature





22984 HWY 6, WESTFAIR ASSN



22984 HWY 6, WESTFAIR ASSN



22984 HWY 6, WESTFAIR ASSN, 1 01/07/2019

[Zoom Out](#) [Zoom In](#)

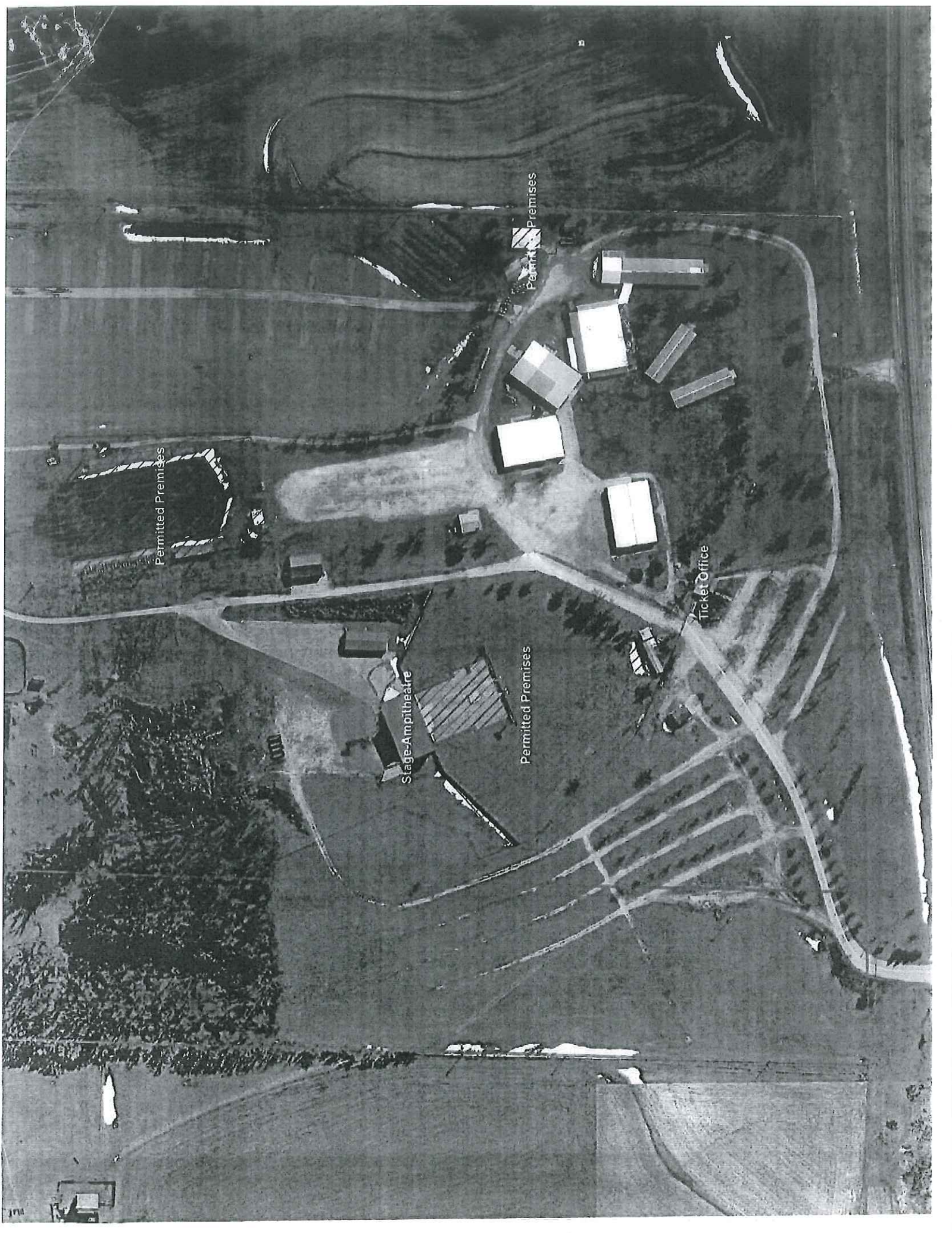


4800ft x 4800ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)



Permitted Premises

Permitted Premises

Stage-Amphitheatre

Permitted Premises

Ticket Office

11534

WARRANTY DEED

Know All Men by These Presents: That Larry G. Wagner and Sharon L. Wagner, husband and wife,

in consideration
of the sum of One Dollar (\$1.00) and other good and valuable consideration
received by them, County of Pottawattamie APR 18 1978
Entered for taxation

Grantee, As to:
the following described real estate to-wit: Pottawattamie County, Iowa, to-wit:

A parcel of real estate described as follows:
A part of the E 1/4, NE/4 in Section 23 and Part of the W/2 NW/4 in Section 24,
all in Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County,
Iowa, being described as follows: Beginning at the Northeast corner of the
W/2 NW/4 in said Section 24; thence Southerly 2475 feet more or less along
the Easterly line of the W/2 NW/4 of said Section 24 to a point 170 feet
radially distant Northerly from centerline of Primary Road No. U.S. 6; thence
Westerly 464 feet more or less to a point 115 feet normally distant Northerly
from Centerline Station 1353+00 of said Primary Road No. U.S. 6; thence
Westerly 1190 feet more or less to the Southwest corner of the E 1/4, NE/4
of said Section 23; thence Northerly 1774 feet more or less to the Southerly
line of a parcel of ground purchased by Lillian E. Williams and Marijo L.
Williams as recorded in Book 1420, Page 261 in the office of the Pottawattamie
County Recorder; thence along the boundary of said parcel purchased by
Williams' along the following courses: East, 650 feet more or less to a point
where said line intersects with the West line extended Southerly of that cer-
tain tract of real estate described in the contract of sale recorded in
Book 1420, Page 261 in the office of the Pottawattamie County Recorder, thence
Northerly along said extended line to the South line of the said tract of real
estate described in the contract recorded in Book 1420, Page 261, thence
East along the South line of said tract above described to the Southeast
corner of said tract, thence Northerly along the East line of said tract of
real estate to the North line of the NW/4 NE/4 of Section 24, thence Easterly
along the North line of the NW/4 NE/4 of said Section 24 to the point of
beginning.

And the grantors do hereby Covenant with the said grantees and successors in interest, that said grantees hold
said real estate by title in fee simple, that they have good and lawful authority to sell and convey the same; that
said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and
said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever,
except as may be above stated

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the
described premises.

Wards and persons over-acting shall sign as if they were the grantor or grantors and as trustee or
trustees under authority to the grantor

Signed this 14 day of March 1978

STATE OF IOWA
COUNTY OF CASS

On this 14 day of March 1978 before
me the undersigned a Notary Public in and for said County and
here personally appeared Larry G. Wagner and
Sharon L. Wagner, husband and wife,

to me known to be the identical persons named in and who
executed the foregoing instrument and acknowledged that they
executed the same as their voluntary act and deed.

[Signature]
Notary Public
Iowa

Filed for record, indexed, and delivered to this county
within the _____ day of _____
A. D. 1978 at _____ o'clock P.M. and
recorded in Book _____ Page _____
Municipality, Register
Rec. Fee \$3.75 Aud. Fee \$3.00 paid.
[Signature]
COUNTY CLERK, IOWA

908
11534

Applicant License Application (LE0001859)

Name of Applicant: <u>Kum & Go LC</u>		
Name of Business (DBA): <u>Kum & Go # 23</u>		
Address of Premises: <u>29356 298th St</u>		
City <u>Neola</u>	County: <u>Pottawattamie</u>	Zip: <u>51559</u>
Business	<u>(712) 485-2153</u>	
Mailing	<u>1459 Grand Avenue</u>	
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50309</u>

Contact Person

Name <u>Jody Deiter</u>	
Phone: <u>(515) 457-6249</u>	Email <u>licenses@kumandgo.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 07/01/2021

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Krause Group LTD

First Name: Krause Group **Last Name:** LTD
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Shareholder
% of Ownership: 100.00% **U.S. Citizen:** Yes

Charles Campbell

First Name: Charles **Last Name:** Campbell
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Tanner Krause

First Name: Tanner **Last Name:** Krause
City: Des Moines **State:** Iowa **Zip:** 50309
Position: CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Erin Kuhl

First Name: Erin **Last Name:** Kuhl
City: Des Moines **State:** Iowa **Zip:** 50309
Position: CFO
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Reed Rainey

First Name: Reed **Last Name:** Rainey
City: Des Moines **State:** Iowa **Zip:** 50309
Position: COO
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>07/01/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

TO: **Lea Voss, County Treasurer**
Andrew Brown, County Sheriff
Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 22, 2021

ESTABLISHMENT: **RENEWAL- KUM & GO #23**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLANNING	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input type="checkbox"/>	<input type="checkbox"/>
	Septic system violations	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF	Complaints received	<input type="checkbox"/>	<input type="checkbox"/>
	Citations issued at this establishment	<input type="checkbox"/>	<input type="checkbox"/>
	Owner convicted of a felony within the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Signature

Lea Voss

TO: Lea Voss, County Treasurer
Andrew Brown, County Sheriff
Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 22, 2021

ESTABLISHMENT: RENEWAL- KUM & GO #23

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		X
	Citations issued at this establishment	X	
	Owner convicted of a felony within the last 5 years		X

COMMENTS

Signature

AB 28-1

6/11/2020 -

Employee issued Citation for selling tobacco/vapor product to a minor.

TO: Lea Voss, County Treasurer
Andrew Brown, County Sheriff
Matt Wyant, County Planning Director

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 22, 2021

ESTABLISHMENT: RENEWAL- KUM & GO #23

OWNER: see attached

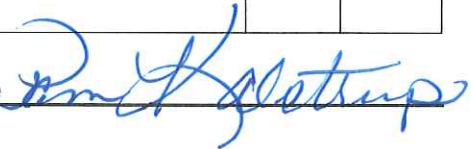
LEGAL DESCRIPTION: See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	✓	
	Nuisance violations		✓
	Septic system violations		✓
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

COMMENTS

Signature



Find Property Res Sales Comm/Ind Sales

7742 25 400 007

--- Permanent Property Address ---
A R C KGNLAI A001 LLC
29356 298TH ST
NEOLA, IA 51559

----- Mailing Address -----
A R C KGNLAI A001 LLC
C/O KRAUSE GATEWAY CENTER /ASSET MGR
1459 GRAND AVE
WEST DES MOINES, IA 50309

=====
District: 064 NEOLA TWP/TRI-CENTER SCH

=====
REAL ESTATE TAXES ON TREASURER'S WEBPAGE
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774225400007>

=====
TAX DESCRIPTION*
* Not to be used on legal documents

NEOLA TWP 25-77-42 COMM 965.10'S & 92.5'W E1/4 COR TH N326.62' NWLY86.66' SWLY703.18'
S193.85'E692.17' TO POB NE SE

=====
ASSESSED VALUE
* Class is for Assessment purposes only - Not Zoning

land	dwelling	land	building	total	ag acres	year	class*
\$173,100	\$0		\$681,600	\$854,700		2019	C
\$173,100	\$0		\$681,600	\$854,700		2020	C

=====
EXEMPTIONS/PROGRAMS
* Credit information is no longer available online

=====
OWNERS
* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D A R C KGNLAI A001 LLC book/page: 2010/15810 D

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page
11/04/2010	1529144	<u>D29</u>	<u>2010/15810</u>
04/23/2009	100000	<u>D050</u>	<u>2009/13648</u>

=====
ASSESSMENT DATA

PDF: 10 MAP: NEOLA TWP COMM-10

Date Reviewed: 10/25/19 MEC

LAND.....227818 sqFt 5.23 acres

Commercial Building 1 of 1 -- Store - Convenience (204)

DBA: KUM & GO

STRUCTURE....1 story 3312 base SF 0 bsmt SF 3312 gross SF

Year Built: 2003 Eff Year: 2003 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frame (< 50' Wide)

Brick Veneer
Decorative Block - Split Face

Int Wall: Drywall or Equiv.
Glassboard Paneling

Front/Doors: Good Cost Front

Windows: Comm. Steel Sash

HORIZONTALS..Roof: Incl. w / Base

Ceiling: Drywall

Struc Floor: Concrete

Floor Cover: Asphalt Tile

Ceramic

Framing: Wood - Average

HVAC: Combination FHA - AC

PLUMBING....3-Fixture Bathroom (2)

Lavatory (1)

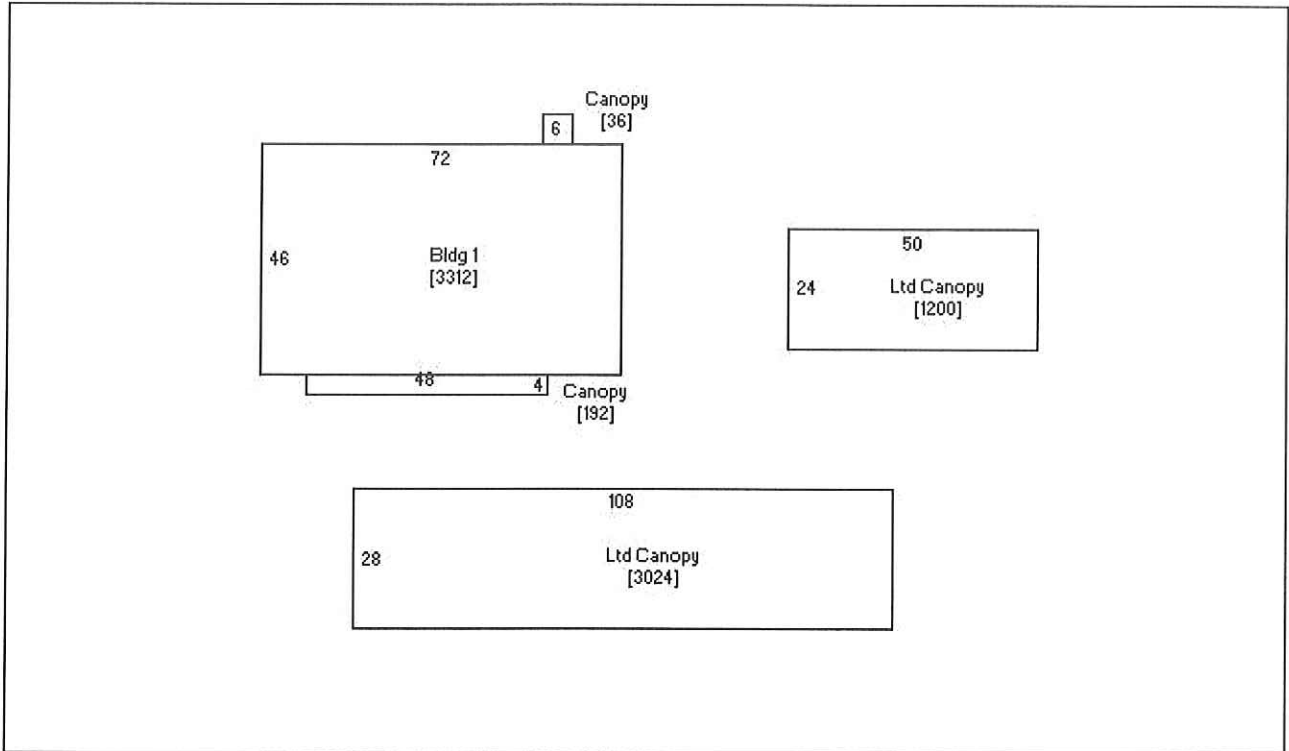
Water Closet (1)

ADJUSTMENTS..Interior Restaurant (3312)

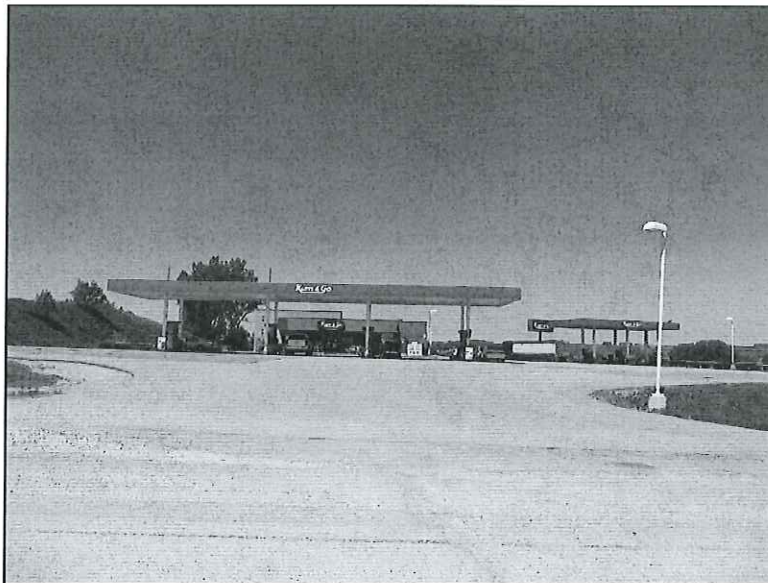
BLDG EXTRAS..1 Canopy: 36 SF, Metal

1 Canopy: 192 SF, Metal

- 1 Cold Storage: 400 SF, Cooler, 0 SFSA Door, No Door
- YARD EXTRAS..Paving 7,464 SF, Concrete Parking
- Paving 41,550 SF, Asphalt Parking
- 4 Yard Lighting - Mercury 1 Poles, 15 Pole Ht, 2 Lights, 400 Watts
- Canopy - Lighted 1,200 SF, Steel
- 3 Tank - Underground Fiberglass-Db1 Wall, 12,000 Gal, 4 Pump Stations
- Tank - Underground Fiberglass-Db1 Wall, 10,000 Gal, 4 Pump Stations
- Tank - Underground Fiberglass-Db1 Wall, 8,000 Gal, 4 Pump Stations
- 3 Yard Lighting - Mercury 1 Poles, 15 Pole Ht, 1 Lights, 400 Watts
- Canopy - Lighted 3,024 SF, Steel



29356 298TH ST, A R C KGNLAIA001 LLC



29356 298TH ST, A R C KGNLAIA001 LLC, 1 06/08/2015



29356 298TH ST, A R C KGNLAI A001 LLC, 2 06/08/2015

[Zoom Out](#) [Zoom In](#)



1200ft x 1200ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

Scheduled Sessions

Budget Meeting Public Hearing

**Discussion regarding Compensation Board's
recommendations for elected officials for FY
2021/22; and discussion regarding the
Pottawattamie County Budget for FY 2021/22**

Resolution No. 24-2021

**Regarding Compensation Boards
recommendation for elected officials for
FY 2021/22**

RESOLUTION NO. 24-2021

WHEREAS, the Pottawattamie County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907; and

WHEREAS, the Pottawattamie County Compensation Board met on the 16th day of December 2020, and recommended a 2.5% increase for all County elected officials, for the fiscal year beginning July 1, 2021.

THEREFORE, BE IT RESOLVED that the Pottawattamie County Board of Supervisors hereby adopts the Compensation Board’s recommended 2.5% salary increase for all Pottawattamie County elected officials for the fiscal year beginning July 1, 2021. Said increases shall be as follows:

Elected Official	Approved Salary for FY 2021/2022
Attorney	\$147,075
Auditor	\$90,568
Recorder	\$90,568
Sheriff	\$140,747
Supervisors	\$49,196
Treasurer	\$90,568

Dated this 30th day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Resolution No. 25-2021

**Regarding Pottawattamie County Budget for
FY 2021/22**

RESOLUTION NO. 25-2021

WHEREAS, the Board of Supervisors of Pottawattamie County, after due consideration of estimated income and expenses for Fiscal Year 2021-2022, duly published such estimates for the county budget; and

WHEREAS, the budget correctly states estimated tax dollars against all parcels of property lying within Pottawattamie County, and the income and expense breakdown for each of the ten (10) budgeting areas; and

WHEREAS, a hearing was held on Tuesday, March 30, 2021, at 10:00 AM, in the Board of Supervisors' Hearing Room, Second Floor, Courthouse, 227 South 6th Street, Council Bluffs, Iowa; and

WHEREAS, the public had due notice of the hearing, and at the hearing due time was allowed for objections to any and all portions of the budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, after hearing no objections, on a motion by Supervisor _____, and a second by Supervisor _____, the Fiscal Year 2021-2022 budget was adopted.

Chairman Belt called for a roll call vote, the results being: Belt-_____; Wichman-_____; Grobe-_____; Schultz-_____; and Shea-_____. Motion carried.

Dated this 30th day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Matt Wyant and/or Pam Kalstrup

Discussion and/or decision to approve:

**Second Consideration of Ordinance No. 2021-03
entitled: An Ordinance Providing for the Division of
Taxes Levied on Taxable Property in the Pottawattamie
County Industrial Park Urban Renewal Area, Pursuant to
Section 403.19 of the Code of Iowa; and adopt
Ordinance No. 2021-03 into law**

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Ordinance #2021-03

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-03**

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Pottawattamie County Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

BE IT ENACTED by the Board of Supervisors of Pottawattamie County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the Pottawattamie County Industrial Park Urban Renewal Area of the County, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the County to finance projects in such Pottawattamie County Industrial Park Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“County” shall mean Pottawattamie County, Iowa.

“Tax Increment Financing District” shall mean certain real property situated in the Pottawattamie County Industrial Park Urban Renewal Area, more particularly described as follows:

Certain real property situated in Pottawattamie County, State of Iowa, more particularly described as follows:

- I-29/I-80 INDUSTRIAL PARK LOT 2
- I-29/I-80 INDUSTRIAL PARK LOT 3
- I-29/I-80 INDUSTRIAL PARK LOT 4
- I-29/I-80 INDUSTRIAL PARK LOT 5
- I-29/I-80 INDUSTRIAL PARK LOT 6
- I-29/I-80 INDUSTRIAL PARK LOT 7
- I-29/I-80 INDUSTRIAL PARK LOT 8
- I-29/I-80 INDUSTRIAL PARK LOT 9
- I-29/I-80 INDUSTRIAL PARK LOT 10
- I-29/I-80 INDUSTRIAL PARK LOT 11
- I-29/I-80 INDUSTRIAL PARK LOT 12
- I-29/I-80 INDUSTRIAL PARK LOT 13
- I-29/I-80 INDUSTRIAL PARK LOT 14

“Urban Renewal Area” shall mean the entirety of the Pottawattamie County Industrial Park Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Tax Increment Financing District. After the effective date of this ordinance, the taxes

levied on the taxable property in the Tax Increment Financing District each year by and for the benefit of the State of Iowa, the County and any city, school district or other taxing district in which the Tax Increment Financing District is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Tax Increment Financing District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the County certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Tax Increment Financing District on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Tax Increment Financing District to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the County to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the County to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Tax Increment Financing District exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Tax Increment Financing District shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Tax Increment Financing District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the County for the payment of the principal and interest on loans, advances, bonds issued

under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the County to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved on the second consideration by the Board of Supervisors of Pottawattamie County, Iowa, on March 30, 2021.

•••••

First consideration passed by the Board of Supervisors of Pottawattamie County, Iowa, on March 23, 2021.

Chairperson

Attest:

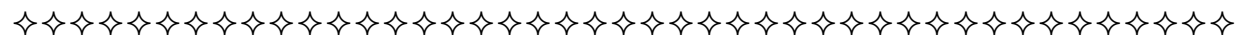
County Auditor

PASSED AND APPROVED March 30th, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Lynn Grobe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Justin Schultz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Brian Shea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa



FIRST CONSIDERATION:	March 23, 2021
SECOND CONSIDERATION:	March 30, 2021
PUBLICATION:	April 8, 2021

Matt Wyant and/or Pam Kalstrup

Public Hearing

Discussion and/or decision to approve:

First Consideration of Ordinance No. 2021-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District; and setting date for Second Consideration.

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Ordinance #2021-02

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-02**

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA

SECTION 1 - AMENDMENTS: That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

A part of SILVER CREEK TWP 10-74-41 N1/2 NW COMM 492.05 E & 90'S OF NW COR THENCE ELY1442.01 SWLY196.4WLY377.45SLY781 WLY215.92SLY133.28 W513.09NLY687.73 N243.85 TO POB EXC E OF CRK (To be determined by a survey).

SECTION 2 - SEVERABILITY: That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4 - EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

Scott Belt, Chairman

Tim Wichman

Lynn Grobe

Ordinance #2020-02

Justin Schultz

Brian Shea

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	March 25, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	March 30, 2021
FIRST CONSIDERATION:	March 30, 2021
SECOND CONSIDERATION:	April 6, 2021
PUBLICATION:	April 15, 2021
RECORD:	April 16, 2021

TO: Board of Supervisors
FROM: Pam Kalstrup, Zoning and Land Use Coordinator
DATE: March 25, 2021

RE: #ZMA-2021-01

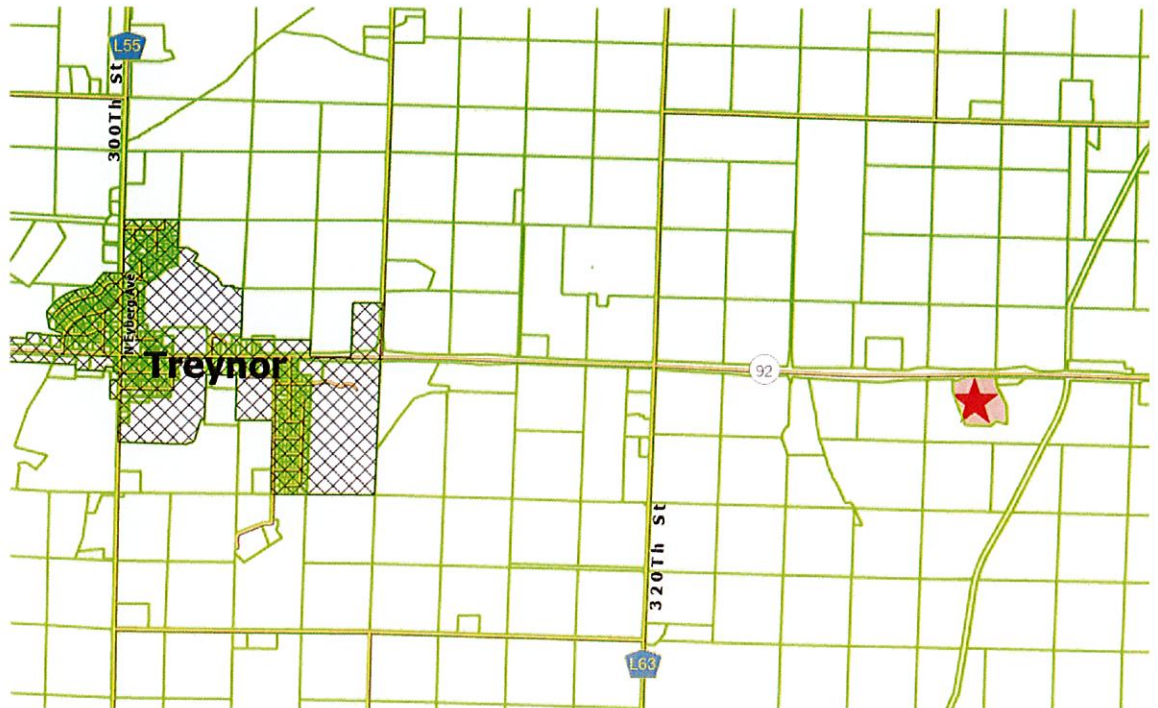
REQUEST: Zoning map amendment to reclassify approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class C-1 (Highway Commercial) District.

LOCATION: Silver Township

Hwy 92

10-74-41 N1/2 NW COMM 492.05 E & 90'S OF NW COR THENCE ELY1442.01 SWLY196.4 WLY377.45SLY781 WLY215.92SLY133.28 W513.09NLY687.73 N243.85 TO POB EXC E OF CRK

The subject property is located approximately 2 miles east of the Treynor city limits on Highway 92.



PROPERTY OWNER: Craig A Buckingham

GENERAL INFORMATION:

The applicant has requested that approximately 5 acres, which are currently zoned A-2 (Ag Production), be rezoned to C-1 (Highway Commercial). In 2017, the Zoning Board of Adjustment granted the applicant a Conditional Use to permit for an enterprise involving large assemblages of people (family parties, weddings, company parties, birthday parties). The enterprise is doing business as the Palace Event Center, which is a remodeled barn. **See Attachment #1.** Due to expressed interest from customers, the applicant would like to add motels/motor hotels to his property to complement the event center. To stay with the farm setting theme, he is proposing to construct two grain bins which will be designed and engineered as habitable space. The

proposed structures would have 11 sleeping areas, each with their own restroom. The lower levels would be ADA compliant. **See Attachment #2.** The applicant would secure a Commercial Building Permit from the Pottawattamie County Building Division. The existing well would be converted to a commercial well via the Iowa Department of Natural Resources to service the structures, including the existing event center. A new onsite wastewater treatment and disposal system would be constructed and designed per Iowa Administrative Code, Chapter 69. The event center has its own system.

ZONING:

The Class C-1 District is intended primarily to provide for travel-related businesses and services in rural areas of the County along major highways where controlled access to the highway is afforded for the convenience and safety of the highway user by the provisions of frontage roads, interchanges and channelized intersections. Properties shall be located along or have direct access to hard surfaced streets.

The Class C-1 District lists the following permitted principal uses:

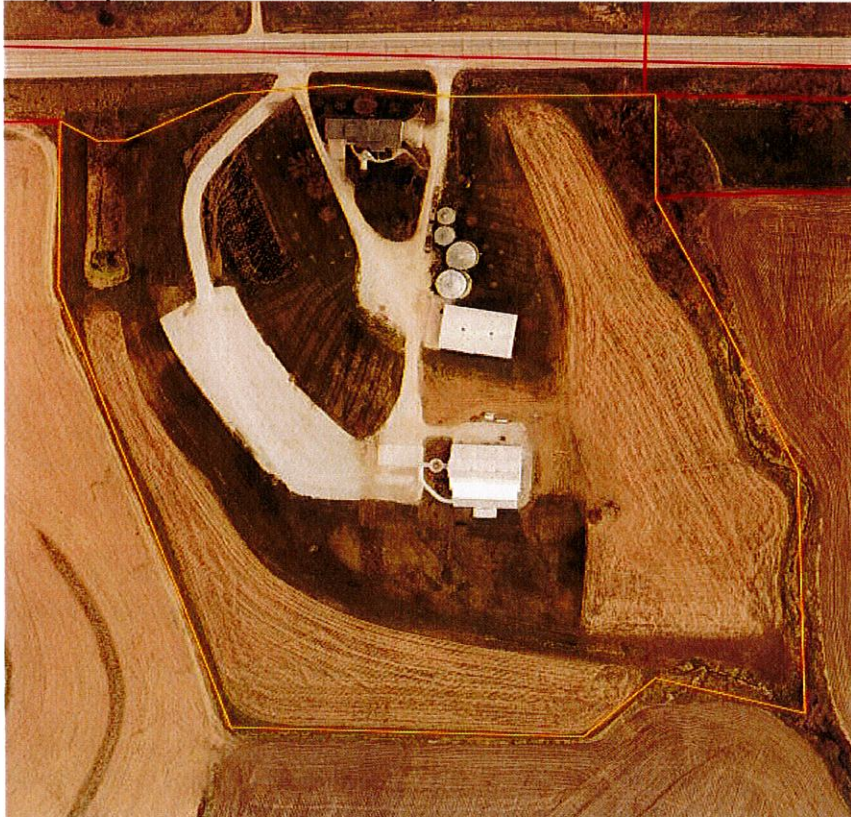
8.045.020

- .05 Motels and motor hotels, but only when serviced with public or common water and sewer facilities. (*Ordinance #81-6/10-01-81*)

SITE & AREA REVIEW: The properties in the immediate area are a mixture of rural residential acreages, agricultural ground and industrial (Heartland Property Coop).

SITE REVIEW:

The parcel currently contains one single family dwelling, the event center, four grain bins, two septic systems and two wells. The parcel is 18.65 acres.



The following is a rough drawing of the commercial area if approved. The area would include the entrance, parking lot, event center, septic system, well and "motels" (depicted in orange circles). The applicant would be required to secure a sketch plat application from the Planning Office which involves surveying and deed work.



LAND USE PLAN: This proposed Zoning Map Amendment aligns with the Comprehensive and Land Use Plan.

ROADS & TRAFFIC: Access to the subject property is gained from Highway 92, a paved state highway. The entrance is already established for the event center. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 2,900 vehicles per day.

COMMISSION

RECOMMENDATION: On March 15, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

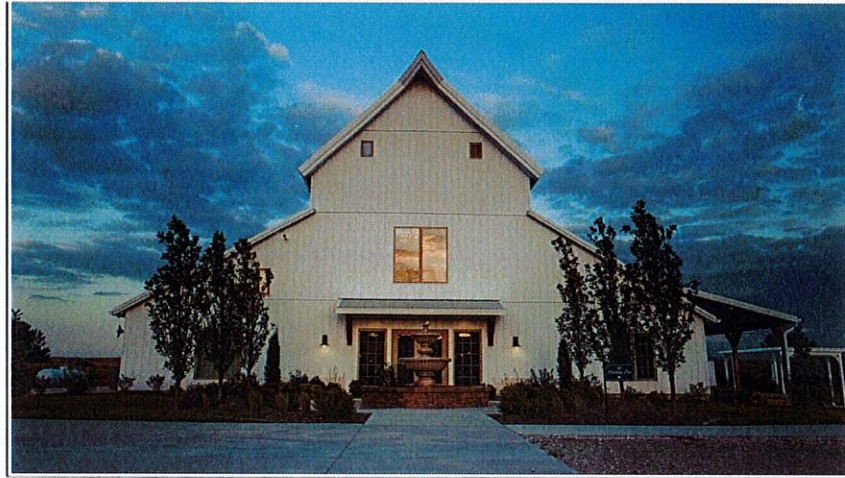
Motion: to recommend that the request of Craig A Buckingham, as filed under Case #ZMA-2021-01, be approved as submitted.

Motion by: Larson.

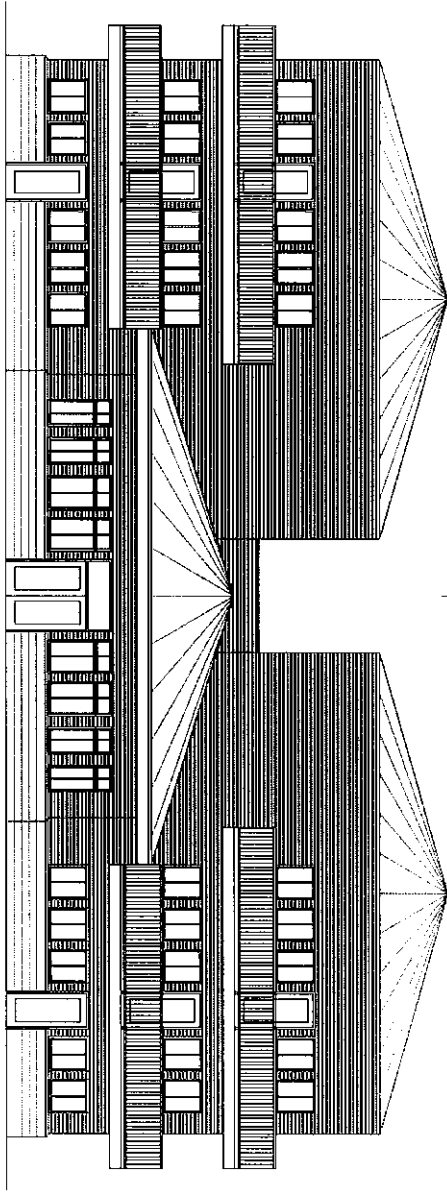
Second by: Silkworth.

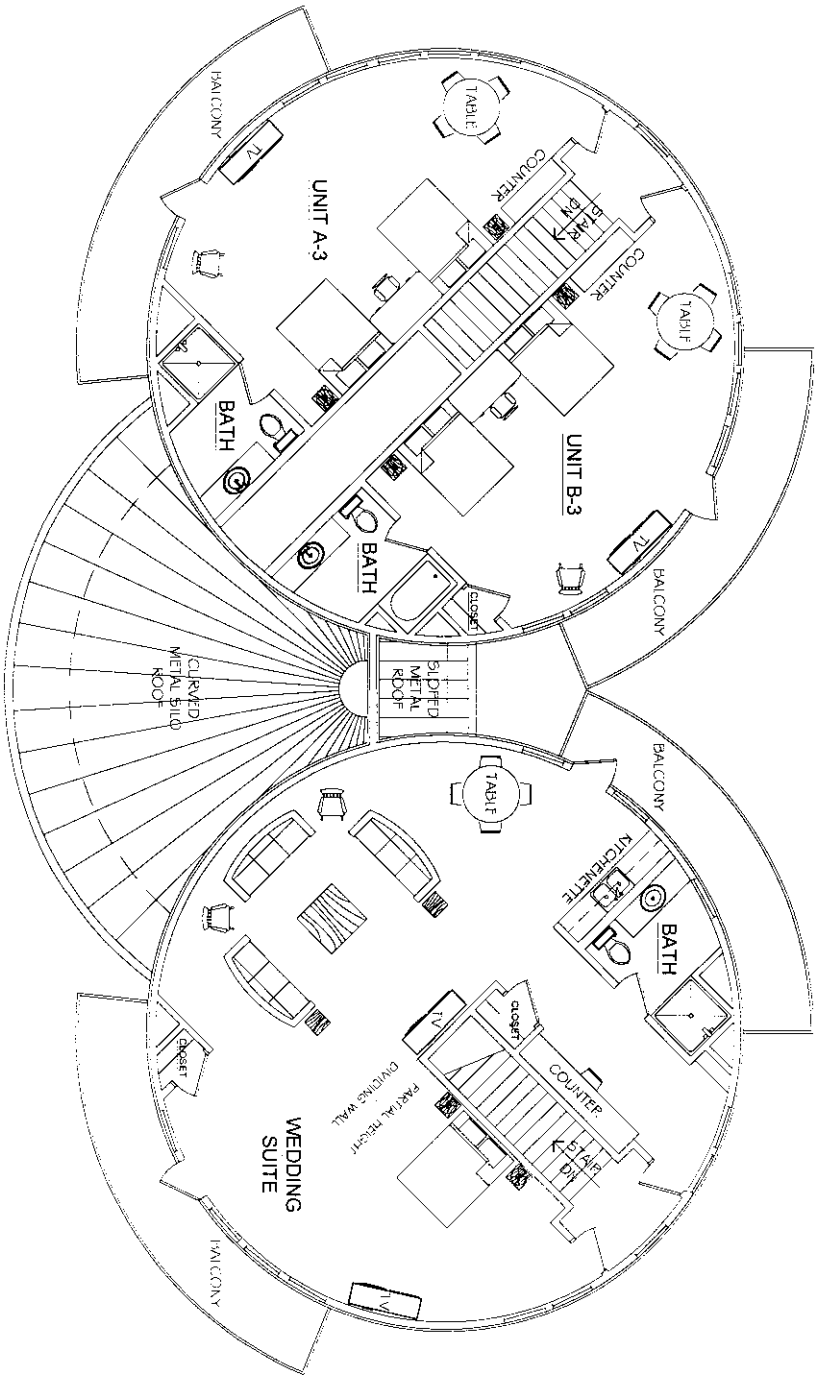
Vote: Ayes – Leaders, B. Larson, Wede, Silkworth, R. Larson. Motion Carried.

Case #ZMA-2021-01 – Attachment #1



Case# ZMA - 2021-01
Attachment #2





1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

THIRD FLOOR PLAN
PALACE EVENT CENTER - SILO MOTEL
 33153 HWY 92
 TREYNOR, IA

ISSUED
 03/14/21

SHEET NO
 A1.3

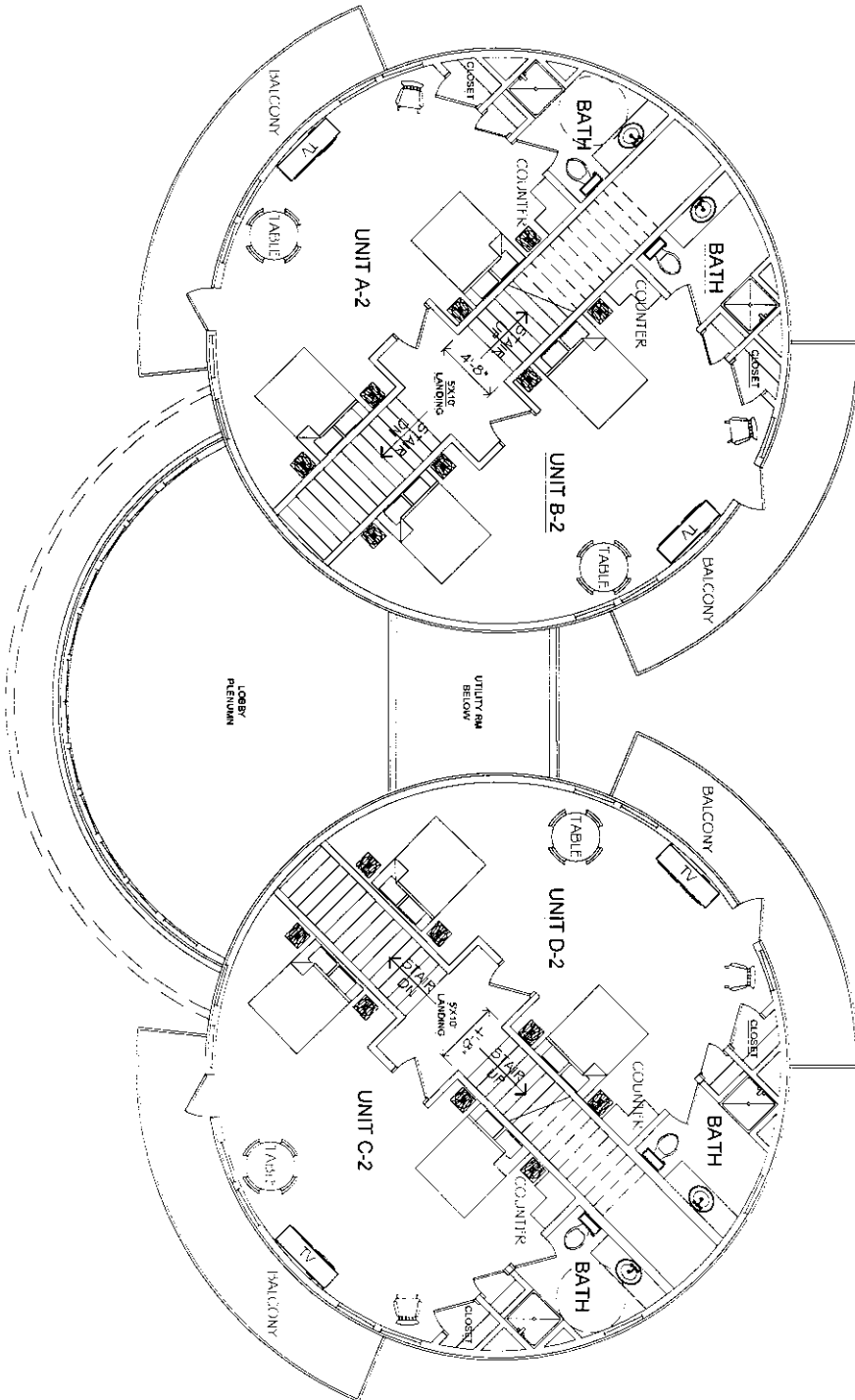
THESE DOCUMENTS ARE PREPARED BY THE ARCHITECT FOR THE PROJECT OWNER'S USE ONLY. THEY DO NOT CONSTITUTE A CONTRACT. THE CONTRACT IS BOUND BY THE ARCHITECTURAL AGREEMENT AND THE SUPPLEMENTAL AGREEMENT. ANY CHANGES TO THE CONTRACT SHALL BE MADE BY A WRITTEN AMENDMENT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

PROJECT ARCHITECT: **FABIAN CONSULTING LLC**
 500 WEST CENTER
 SILO MOTEL

DATE: 03/14/21

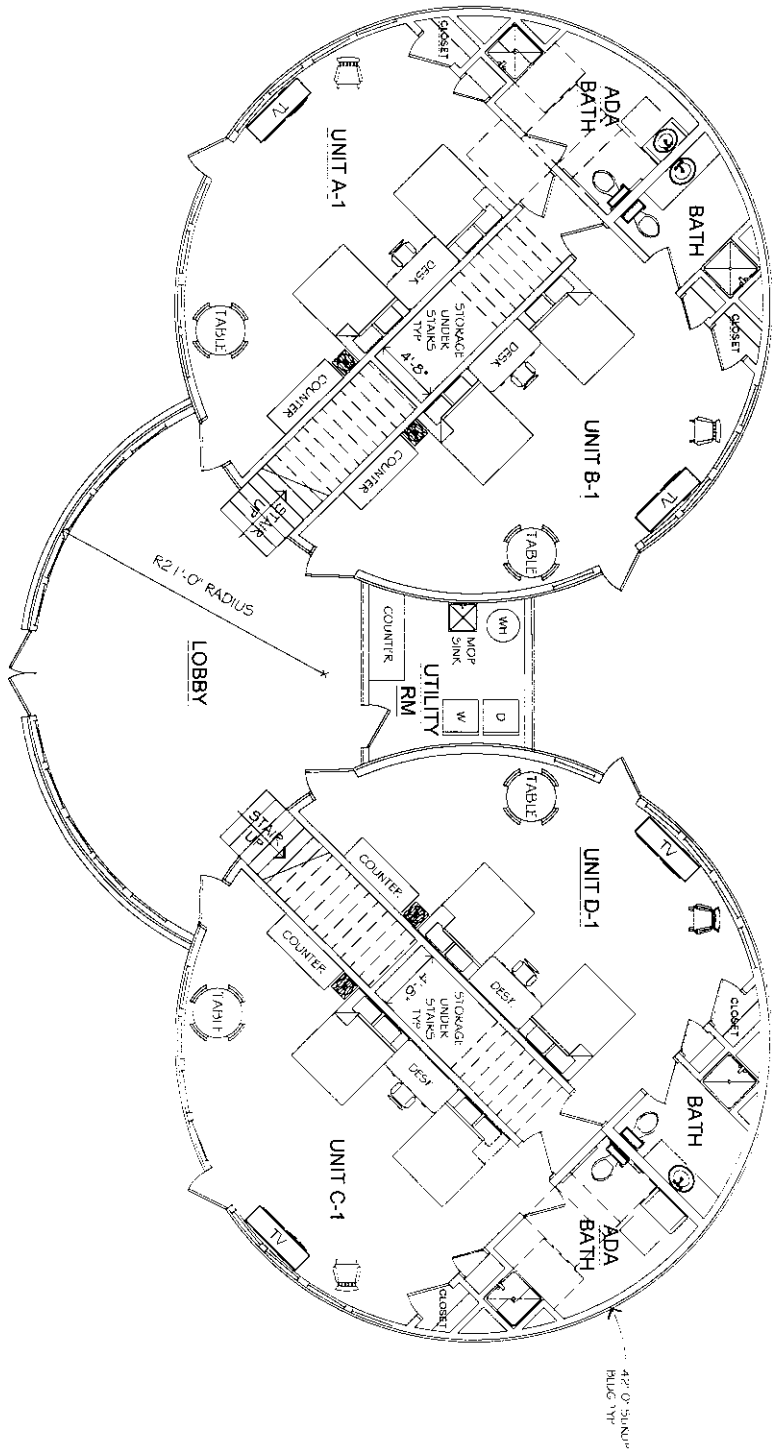
© 2021





1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

 <p>FARM CONSULTING LLC ARCHITECTURE 1000 S. MAIN ST. TREYNOR, IA 52586 (319) 335-1111 www.farmconsulting.com</p>	<p>PROJECT: PALACE EVENT CENTER - SILO MOTEL DATE: 03/14/21 SCALE: 1/4" = 1'-0"</p>	<p>SECOND FLOOR PLAN PALACE EVENT CENTER - SILO MOTEL 33153 HWY 92 TREYNOR, IA</p>	<p>INSKELD 03/14/21 SHEET NO. A1.2</p>
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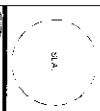


1 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

FIRST FLOOR PLAN
PALACE EVENT CENTER - SILO MOTEL
 33153 HWY 92
 TREYNOR, IA

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

ARCHITECT
 FARM CONSULTING LLC
 1010 S. GARDNER ST.
 TWIN FALLS, ID 83421



DATE: 03/14/21
 SHEET: A1.1

Jason Slack/Director, B&G

**Discussion and/or decision to approve:
CRC 027R – Bullet Resistant Panels Credit**



General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J
 CONTRACTOR: Ronco Construction DATE: 3/23/2021

Contractor's Request for Change (CRC) # and Description: CRC 027R - Bullet Resistant Panels Credit
 Reference: ASI # and Description
 RFI # and Description: RFI #89

<input type="checkbox"/> Approved	<input type="checkbox"/> Declined
<hr/>	
OWNER	Date
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Declined
<hr/>	
	3-24-21
Kimberly A. Bogatz, AIA	Date

NOTE: This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

General Contractor Self Performed Work

1. Material supplied by General Contractor.....
2. General Contractor's Labor.....
3. Equipment
4. Subtotal (lines 1, 2 and 3).....
5. Overhead and Profit (15% of line 4).....
6. **Total of General Contractor Self Performed Work.....**

Subcontractor Installation/Work on Site

*** (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

7. Subcontractor's cost summary (include but are not limited to the following:):
 - a. Mason
 - b. Drywaller
 - c. Roofer
 - d. Flooring
 - e. Painter
 - f. Plumber
 - g. HVAC
 - h. Electrician
 - i. Other: Glazing Contractor -1,577.00
 - j. Other
 - k. Other
 - l. Other
 - m. Other
8. **Total Subcontractor's Cost (all lines under 7)..... - \$1,577.00**
9. General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8)
10. **Total of Subcontractor Installation/Work on Site (lines 8 and 9)..... - \$1,577.00**

CONTRACTOR'S COST SUMMARY

CRC # _____

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

Date: _____

Page 2 of 2

Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site

*** (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
 - a. Structural Steel.....
 - b. Interior Architectural Woodwork.....
 - c. Doors.....
 - d. Windows.....
 - e. Hardware.....
 - f. Other _____
 - g. Other _____
 - h. Other _____
 - i. Other _____
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12)
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier**
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

21.	Subtotal (lines 6, 10, 14, and 20)	<u>-\$1,577.00</u>
22.	Bond at <u>-\$15.77</u> and Insurance at <u>-\$15.77</u>	<u>-\$31.54</u>
23.	Total Contractors Request for Change (CRC) (lines 21 and 22)	<u>-\$1,608.54</u>



Ronco Construction Company Inc.
1717 N 74th Street
Omaha, Nebraska 68114-1805
Phone: (402) 397-9109
Fax: (402) 397-8799

Project: 8204 - Pottawattamie Courthouse
227 S 6th St
Council Bluffs, Iowa 51503

Bullet-Resistant Ballistic Panel at Reception 127

TO:	Sheryl Renfeld (HGM Associates) Ryan TerSteege (HGM Associates) Kimberly Bogatz (HGM Associates)	FROM:	Jimmy Esola (Ronco Construction Company) 1717 N 74th Street Omaha, Nebraska 68114-1805
DATE INITIATED:	10/20/2020	STATUS:	Open
LOCATION:		DUE DATE:	10/23/2020
PROJECT STAGE:		COST CODE:	
COST IMPACT:		SCHEDULE IMPACT:	
DRAWING NUMBER:		SPEC SECTION:	
LINKED DRAWINGS:	A6.5	REFERENCE:	
RECEIVED FROM:	Darrell Darling (Ronco Construction Company)		

COPIES TO:
Nate Bledsoe (Ronco Construction Company), Kimberly Bogatz (HGM Associates), Darrell Darling (Ronco Construction Company), Jimmy Esola (Ronco Construction Company), Sheryl Renfeld (HGM Associates), Jason Slack (Pottawattamie County), Ryan TerSteege (HGM Associates)

Question from Jimmy Esola (Ronco Construction Company) at 03:17 PM on 10/20/2020

Detail 6/A6.5 calls for bullet resistant behind drywall at Reception 127. Is this panel required? Detail 6/A6.5 is not on A1.7 so Ronco is looking to confirm this is wanted.

Ronco is also questioning if the panels would need to be on any other wall is Reception 127? Would bullet resistant glass also be necessary on Door 127's side light?

Are there other areas that require ballistic panels that are not called out i.e. Reception Area - A 137?

Please advise.

Awaiting an Official Response

All Replies:

Ballistic panels no longer needed per Owner. Provide the owner with a credit for ballistic panels.

BY KAB/RDT

DATE 10-27-20

COPIES TO _____

David Bayer/CIO

**Discussion and/or decision to:
Approve quote and funding of Furniture for
shared conference rooms and break room in
B-Wing**



Chris Drowne
Email: chris.drowne@indoff.com
Phone: 888-559-8855 Fax: 402-561-9410

Bill To: Pottawattamie Co Information Tech Dept
515 5th Ave
2nd Floor
Council Bluffs, IA 51503

Ship To: Pottawattamie Co Information Tech Dept
515 5th Ave
2nd Floor
Council Bluffs, IA 51503

Customer	Purchase Order Number	Department/Tag
51826	David Bayer	
Sales Person	Date Requested	
Chris Drowne	2021-03-11	

Customer Instructions

Qty	UM	Item	Description	Unit Price	Extended Price
18.00	EA	KB9621BIG	Leather Conference Room Chair. 300lb weight rating 22" between arms.	0.00	0.00
2.00	EA	HTP5924-GREY ROOM 207	1" THICK LAMINATE TOP 60X24 WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
2.00	EA	HTBSTR50 ROOM 207	50" STRETCHER BAR	0.00	0.00
4.00	EA	HTB20TC ROOM 207	T LEG WITH CASTERS / BLACK	0.00	0.00
4.00	EA	HTP7130-GREY ROOM 207	1" THICK LAMINATE TOP 72X30 WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
4.00	EA	HTBSTR59 ROOM 207	59" STRESTCHER BAR	0.00	0.00
8.00	EA	HTB30TC ROOM 207	T LEG WITH CASTERS / BLACK FOR 30" DEEP TABLE	0.00	0.00
18.00	EA	Movi-Nester	PART NUMBER: 1061 FT4 AR1 SC1 VG2 CS5 MB MC20 FC1 AC BACK STYLE: Mesh BACK FRAME & ARMS COLOR: Black MESH COLOR: Onyx CAL 133: No CAL 133 TEXTILE: Grade 2 ARM STYLE: Fixed Arm BASE FRAME & CASTERS COLOR: Black CASTERS: Carpet Casters PACKAGING: Fully Assembled in a Carton	0.00	0.00
6.00	EA	HTP7124-GREY ROOM 136	1" THICK LAMINATE TOP 72X24 WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
12.00	EA	HTB20TC ROOM 136	T LEG WITH CASTERS / BLACK	0.00	0.00
6.00	EA	HTBSTR59 ROOM 136	59" STRESTCHER BAR	0.00	0.00
6.00	EA	LWM59 ROOM 136	WIRE MANAGEMENT TROFF 59" WIDE	0.00	0.00
6.00	EA	ELTT71-GREY ROOM 136	LAMINATE MODESTY PANEL 71" WIDE WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
12.00	EA	ELBAB ROOM 136	MODESTY MOUNTS	0.00	0.00

4.00	EA	KB8920-BIG	MIDBACK MESH CHAIR IN GRADE 2 VINYL 350LB WEIGHT CAPACITY 20.5" BETWEEN ARMS.	0.00	0.00
1.00	EA	HTP41RD-GREY	42" ROUND TABLE TOP WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
1.00	EA	EL48CT-GREY	48" SQUARE TOP , 29" TALL SQUARE BASE GREY 23-2/3 SQUARE	0.00	0.00
3.00	EA	HTP41RD-GREY ROOM 134	42" ROUND TABLE TOP WHITE, GREY, CHERRY, DARK WALNUT, NEBULA, MEDIUM WALNUT	0.00	0.00
2.00	EA	HTB24RD-BLACK ROOM 134	STANDARD ROUND PEDASTAL BASE BLACK OR SILVER	0.00	0.00
1.00	EA	HTB24RD40-BLACK ROOM 134	CAFE HEIGHT ROUND BASE BLACK OR SILVER	0.00	0.00
4.00	EA	SPOT4400CH ROOM 134	ANTIMICROBIAL CAFE HEIGHT, STACKABLE GUEST CHAIR BLACK ONLY	0.00	0.00
8.00	EA	SPOT4400 ROOM 134	ANTIMICROBIAL, STACKABLE GUEST CHAIR BLACK ONLY	0.00	0.00
1.00	EA	INSTALLATION	INSTALLATION	0.00	0.00
1.00	EA	OPTION #5 PRICE	ROOM 134 \$1854.00 ROOM 139 \$972.00 ROOM 136 \$5363.00 ROOM 207 \$7952.00 INSTALLATION \$ 1200.00	17,341.00	17,341.00

	Sub-total	17,341.00
	* Estimated Tax	0.00
	Quote Total	(USD) 17,341.00

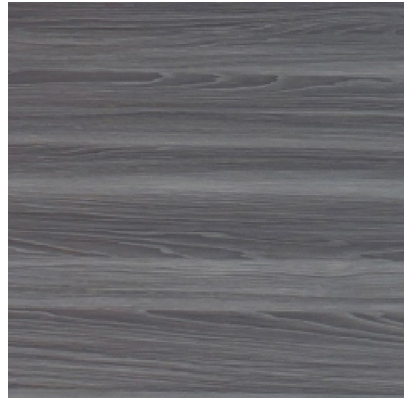
Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

4-Person Conference Room



Square Base for A/V cabling w/round table top

12-Person Conference Room



18-Person Multipurpose Room

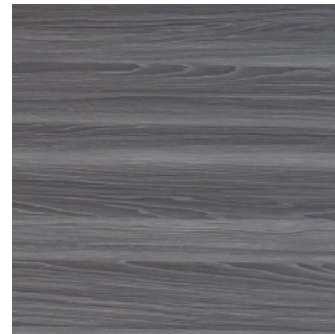


Breakroom Area

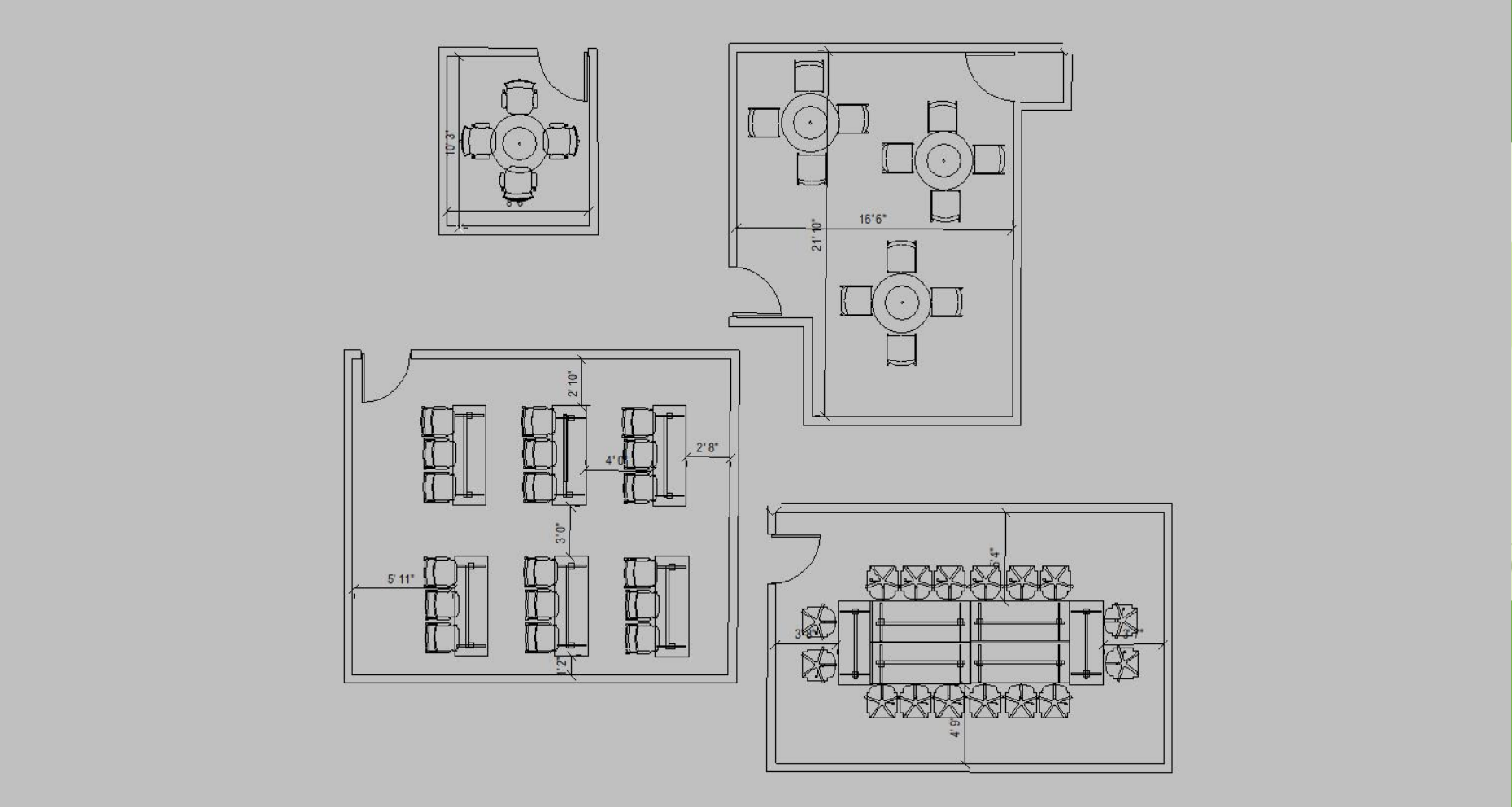
Antimicrobial Chairs



Woodgrain Grey Top



Shared Spaces 2D View



David Bayer/CIO

**Discussion and/or decision to:
Approve and authorize Chairman to sign
agreement with Bishop Business for Managed
Print Services**

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT

Addendum to Agreement # _____ and any future supplements/schedules thereto, between POTTAWATTAMIE COUNTY OF, as Customer and Toshiba Financial Services, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Toshiba Financial Services

Lessor

Signature

Title

Date

POTTAWATTAMIE COUNTY OF

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



CUSTOMER CARE AGREEMENT

Account # 10PC000
 Company Name Pottawattamie County - Board of Supervisors
 Address 227 S 6th Street, Courthouse 2nd Floor
 City, State, Zip Council Bluffs, IA 51501
 Attention Andrew Moats
 Phone # 712-328-5641

Please refer to US Bank lease # 2756012 for pricing.

Notes: Refer to lease for the bundle pricing for all departments. Upon removal, Bishop Business will remove all Toshiba hard drives and give to Pottawattamie County I.T. BB also agrees to install replacement hard drives for \$185 per machine & bill Pott County.

REMOTE MONITORING AND HELP DESK SERVICES

At the core of our "It's All Covered" agreement is our remote monitoring help desk software designed to minimize distraction and time spent by your employees on administrating your copy/print services. Our remote monitoring software not only collects meter read information but also monitors toner levels and alerts us to operational issues that could create unneeded downtime. By allowing our IT professionals to download our remote monitoring software you ensure the smooth operation and administration of your copy/print products.

The help desk is available during regular business hours to receive, process and remotely resolve certain issues. Issues that cannot be resolved by the help desk will be handled by our field technicians on site. IT services needed after initial deployment such as driver and software updates, adding additional workstations and servers or break fix work generated by customer server issues or data lines can be contracted at a rate of \$150.00 per hour. Refusal to use our remote monitoring software will result in an additional yearly charge of \$175.00.

CUSTOMER RESPONSIBILITY

- Provide BBEC with a network server connection to install the remote monitoring software needed to monitor your installation and assist in the installation of the remote monitoring software by providing relevant network information such as the IP address ranges or subnets on which the managed devices reside.
- Provide suitable electrical service and maintain proper environmental requirements.
- Provide new location, IP address and contact information to BBEC when devices are relocated.
- By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance thereof.

CUSTOMER ACCEPTANCE:

 Print Name Signature

 Title Date

CUSTOMER CARE AGREEMENT

TERMS AND CONDITIONS

1. **Break Fix Services:** Except for managed devices identified as "Supplies Only" on the schedules, BBEC will keep the managed devices in good working order ("Break Fix Services"). a) Break Fix Services may be initiated by the help desk software for networked managed devices or by customer calling the help desk. b) Customers must assist BBEC with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve, and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. c) If a device fault cannot be resolved remotely, BBEC will dispatch a service technician to perform on-site Break Fix Services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, after 12:00pm on Christmas Eve and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours"). d) Replacement parts may be new or used and all removed, replaced parts become BBEC's property. e) If a maintenance kit or drum is required for a managed device, BBEC will replace the component(s) unless the parts are deemed to be "user replaceable" which will be identified at the start of this agreement; or, when a device is added to the agreement. Drums and maintenance kits are included in pricing.
2. **Retained Title for Supplies:** Customer agrees that supplies furnished remain the property of BBEC until said supplies are consumed to the extent that they cannot be further utilized in the copy/print making process. Defective cartridges are defined as those cartridges which do not reach the manufacturer's rated number of impressions. Consequently the remaining toner level does not determine if a cartridge is defective or not. BBEC reserves the right to determine if a credit will be issued for the remaining life not received from a cartridge. If toner usage is in excess of the published manufacturer yield for said equipment; BBEC shall have the right to charge customer for excessive toner consumption at the current published price.
3. **Billing:** This agreement will be billed electronically on a monthly basis and included with the monthly lease invoice if covered equipment is on lease. A hard copy invoice may be requested for an additional charge. Monthly billing for services will be a fixed flat rate reviewed on a yearly basis. Pricing may increase if copy/print volume increases by more than 10% of original estimated volume. BBEC will calculate the amount of toner included with this contract based on manufacture's fill rates and allocate the appropriate amount of toner for the account. If toner fill rate exceeds calculation customer agrees to pay for additional toner needed to complete the contract.
4. **Data Backup:** Customer is responsible for maintaining and backing up all customer data stored on the hard disk drive of this equipment (if applicable). BBEC is not responsible and cannot be held liable if the customer's data is lost or damaged due to hard disk drive failure.
5. **Exclusions:** This agreement does not include purchase, delivery or installation charges of the equipment, installation of optional accessories, in shop reconditioning or major modifications to the equipment. It also does not include staples, tax or delivery charges on parts or supplies. Customer shall pay all of BBEC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against customer including reasonable attorney's fees whether or not suit is brought not to exceed amount due.
6. **Renewal:** This agreement will commence on the install date and shall continue for an initial minimum term of one (1) year. Thereafter customer shall have the right to terminate this agreement without penalty on the anniversary date thereof. Unless customer or BBEC chooses to terminate this agreement on the anniversary date it shall automatically renew for an additional term of (1) year. Agreement will be renewed at the current industry rates.
7. **Cancellation:** In addition to the rights of termination contained in paragraph 8, customer shall have the right to cancel this agreement upon thirty (30) days written notice. Upon cancellation the customer shall make payment in full of the liquidated damages at a rate of 50% of remaining months on the contract at either the monthly base charge or the average copies made whichever is greater.
8. **Obsolescence:** This agreement remains valid until parts and or supplies are no longer available from the original equipment manufacturer to keep the equipment operational.
9. **Relocation:** Customer agrees not to relocate the equipment subject to this contract outside of BBEC servicing area and in the event of such relocation, customer agrees that this contract shall be deemed terminated and agrees to pay liquidated damages upon such termination.
10. **Disclaimer:** BBEC expressly disclaims any duty as an insurer of the equipment herein and customer shall pay for all costs of repair and parts of replacement of the equipment made necessary by any casualty, theft, or the negligent act of customer or customer's agents, specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of BBEC.
11. **Assignment:** This agreement is not assignable by customer without written permission from BBEC, such permission is not to be unreasonably withheld and any attempt by customer to assign any rights, duties or obligations that arise under this agreement without such permission shall be void.
12. **Complete Agreement:** Customer specifically agrees that no other representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.



Value Lease Agreement

APPLICATION NO. 2756012

AGREEMENT NO.

4125 S. 94th Street • Omaha, NE 68127 • Phone: 402.537.8000

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Bishop Business Equipment Company.

CUSTOMER INFORMATION

Customer information fields: FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL.

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - 911 Department, 227 S 6th Street, Basement, Council Bluffs, IA 51501

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes entry for Toshiba eStudio5015AC.

together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 170.00 If you are exempt from sales tax, attach your certificate. plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes B&W pages per month Overage billed monthly at \$.0045 per B&W page*
Payment includes Color pages per month Overage billed monthly at \$.039 per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- Checkboxes for: Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR ACCEPTANCE signature line for Bishop Business Equipment Company.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER ACCEPTANCE signature line for POTTAWATTAMIE COUNTY OF.

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

DELIVERY & ACCEPTANCE CERTIFICATE signature line for POTTAWATTAMIE COUNTY OF.

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



APPLICATION NO.
2760058

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME: POTTAWATTAMIE COUNTY OF
STREET ADDRESS: 227 S 6th Street
CITY: Council Bluffs STATE: IA ZIP: 51501 PHONE: 712-328-5641
EQUIPMENT LOCATION: POTTAWATTAMIE COUNTY OF - IT/HR/Conservation, 515 5th Ave. Room 230, Council Bluffs, IA 51503

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5516ACT

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., ENDING METER, NOT FINANCED UNDER THIS AGREEMENT. (Empty rows)

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.
The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 208.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes
Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included Overages billed at \$.0045 per B&W page*
Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included Overages billed at \$.039 per Color page*
METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF
CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

APPLICATION NO.
2758871

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - County Attorney, 227 S 6 th Street, Courthouse Fifth Floor, Council Bluffs, IA 51501				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio5516ACT			<input type="checkbox"/>
Lexmark XM1145	701530HH01MXV	74387	<input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 286.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

- Amounts apply to the Equipment on this Agreement only. B&W Pages Included _____ Overages billed at \$ _____ per B&W page*
- Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included _____ Overages billed at \$ _____ per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials
- Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE



Value Lease
Grouped Pool Billing Schedule

APPLICATION NO.
2758871

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Bishop Business Equipment Company.

POOL NAME: Toshiba B/W

Pool Location: County Attorney

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5516ACT, Toshiba B/W, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.0045 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Toshiba Color

Pool Location: County Attorney

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5516ACT, Toshiba Color, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.039 per page*
Please check one of the following: [] B&W Pages [x] Color Pages *plus applicable taxes

POOL NAME: Lexmark B/W

Pool Location: County Attorney

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Lexmark XM1145, Lexmark B/W, 701530HH01MXV, 74387, [x].

No. of Pages Included 0 Overages billed monthly at \$.016 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME:

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: [blank], [blank], [blank], [blank], [checkbox].

No. of Pages Included Overages billed monthly at \$ per page*
Please check one of the following: [] B&W Pages [] Color Pages *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 286.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Pottawattamie County of

[Signature box with X]

TITLE

DATED



APPLICATION NO.
2758872

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME: POTTAWATTAMIE COUNTY OF; STREET ADDRESS: 227 S 6th Street; CITY: Council Bluffs; STATE: IA; ZIP: 51501; PHONE: 712-328-5641; EQUIPMENT LOCATION: POTTAWATTAMIE COUNTY OF - Auditors, 227 S 6th Street, Courthouse Second Floor, Council Bluffs, IA 51501

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Rows include Toshiba eStudio5015AC.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., ENDING METER, NOT FINANCED UNDER THIS AGREEMENT.

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount \$ 407.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. plus applicable taxes. Consolidated Payment Amount \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included Overages billed at \$.0045 per B&W page*. Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included Overages billed at \$.039 per Color page*. METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE



APPLICATION NO.
2758875

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME: POTTAWATTAMIE COUNTY OF
STREET ADDRESS: 227 S 6th Street
CITY: Council Bluffs STATE: IA ZIP: 51501 PHONE: 712-328-5641 FAX:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): POTTAWATTAMIE COUNTY OF - Veteran's Affair, 623 6th Ave., Council Bluffs, IA 51501

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5015AC, [], [], []

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
[] See attached Schedule A [] See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., ENDING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: [], [], [], []

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.
Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 187.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes
Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

[X] Amounts apply to the Equipment on this Agreement only. B&W Pages Included _____ Overages billed at \$.0045 per B&W page*
[] Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included _____ Overages billed at \$.039 per Color page*
METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
[X] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials
[] Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF
CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE



APPLICATION NO.
2758869

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME: POTTAWATTAMIE COUNTY OF
STREET ADDRESS: 227 S 6th Street
CITY: Council Bluffs STATE: IA ZIP: 51501 PHONE: 712-328-5641 FAX:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): POTTAWATTAMIE COUNTY OF - Emergency Management, 205 S Main Street, Council Bluffs, IA 51503

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5015AC

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., ENDING METER, NOT FINANCED UNDER THIS AGREEMENT. (Empty rows)

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.
The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 171.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes
Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included Overages billed at \$.0045 per B&W page*
Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included Overages billed at \$.039 per Color page*
METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

APPLICATION NO.
2758866

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME

POTTAWATTAMIE COUNTY OF

STREET ADDRESS

227 S 6th Street

CITY

Council Bluffs

STATE

IA

ZIP

51501

PHONE

712-328-5641

FAX

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

POTTAWATTAMIE COUNTY OF - Treasurer, 227 S 6th Street, Courthouse First Floor, Council Bluffs, IA 51501

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Toshiba eStudio5015AC

SERIAL NO.

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT

Toshiba eStudio4518

Toshiba eStudio4518

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES

SERIAL NO.

ENDING METER

NOT FINANCED
UNDER THIS
AGREEMENT

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 346.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

 Amounts apply to the Equipment on this Agreement only.

B&W Pages Included

Overages billed at \$.0045 per B&W page*

 Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable.

Color Pages Included

Overages billed at \$.039 per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Customer's Initials

Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

SIGNATURE

TITLE

ACCEPTANCE DATE

CUSTOMER (as referenced above)

APPLICATION NO.
2758866

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - GIS, 223 S 6 th Street, Courthouse Annex Second Floor, Council Bluffs, IA 51501				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio5015AC			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.
 Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 89.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes
 Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included _____ Overages billed at \$.0045 per B&W page*
 Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included _____ Overages billed at \$.039 per Color page*
METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials
 Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
 LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF
 CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

APPLICATION NO.
2758862

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - Planning, 223 S 6 th Street, Courthouse Annex First Floor, Council Bluffs, IA 51501				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio5516ACT			<input type="checkbox"/>
HP P4014n	CNDX157354	118601	<input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 235.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

- Amounts apply to the Equipment on this Agreement only. B&W Pages Included _____ Overages billed at \$ _____ per B&W page*
- Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included _____ Overages billed at \$ _____ per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

31174 (2017) Rev. 07/10/2018



Value Lease
Grouped Pool Billing Schedule

APPLICATION NO.
2758862

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Bishop Business Equipment Company.

POOL NAME: Toshiba B/W

Pool Location: Planning

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5516ACT, Toshiba B/W, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.0045 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Toshiba Color

Pool Location: Planning

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5516ACT, Toshiba Color, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.039 per page*
Please check one of the following: [] B&W Pages [x] Color Pages *plus applicable taxes

POOL NAME: HP P4014

Pool Location: Planning

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: HP P4014n - Inkcycle Toner, HP P4014, CNDX157354, 118601, [x].

No. of Pages Included 0 Overages billed monthly at \$.01 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME:

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: [blank], [blank], [blank], [blank], [checkbox].

No. of Pages Included Overages billed monthly at \$ per page*
Please check one of the following: [] B&W Pages [] Color Pages *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 235.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Pottawattamie County of

[Signature box with X]

CUSTOMER SIGNATURE TITLE DATED

APPLICATION NO.
2758860

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME

POTTAWATTAMIE COUNTY OF

STREET ADDRESS

227 S 6th Street

CITY

Council Bluffs

STATE

IA

ZIP

51501

PHONE

712-328-5641

FAX

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

POTTAWATTAMIE COUNTY OF - Community Services, 515 5th Ave., Council Bluffs, IA 51503

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Toshiba eStudio5515AC

SERIAL NO.

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES

SERIAL NO.

ENDING METER

NOT FINANCED
UNDER THIS
AGREEMENT

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 132.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

 Amounts apply to the Equipment on this Agreement only.

B&W Pages Included

Overages billed at \$.0045

per B&W page*

 Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable.

Color Pages Included

Overages billed at \$.039

per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

____ Customer's Initials

 Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

SIGNATURE

TITLE

DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

SIGNATURE

TITLE

ACCEPTANCE DATE

APPLICATION NO.
2758859

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - Secondary Roads, 223 S 6 th Street, Council Bluffs, IA 51501				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio5516ACT			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

 Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 154.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included Overages billed at \$.0045 per B&W page*

Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included Overages billed at \$.039 per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials

Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
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CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
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DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE
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APPLICATION NO.
2758865

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME

POTTAWATTAMIE COUNTY OF

STREET ADDRESS

227 S 6th Street

CITY

Council Bluffs

STATE

IA

ZIP

51501

PHONE

712-328-5641

FAX

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

POTTAWATTAMIE COUNTY OF - Recorder, Courthouse Second Floor, Council Bluffs, IA 51501

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Xerox B405dn			<input type="checkbox"/>
Xerox B405dn			<input type="checkbox"/>
Xerox B405dn			<input type="checkbox"/>
Xerox C405dn			<input type="checkbox"/>
Toshiba eStudio4518			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 268.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

- Amounts apply to the Equipment on this Agreement only. B&W Pages Included _____ Overages billed at \$ _____ per B&W page*
- Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included _____ Overages billed at \$ _____ per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Initials

____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

SIGNATURE

TITLE

ACCEPTANCE DATE

CUSTOMER (as referenced above)

31174 (2017)

Rev. 07/10/2018



Value Lease
Grouped Pool Billing Schedule

APPLICATION NO.
2758865

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Bishop Business Equipment Company.

POOL NAME: Toshiba B/W

Pool Location: Recorder

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio4518, Toshiba B/W, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.0045 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Xerox B405

Pool Location: Recorder

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox B405dn, Xerox B405, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.009 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Xerox C405

Pool Location: Recorder

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox C405dn, Xerox C405, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.022 per page*
Please check one of the following: [x] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Xerox C405 Color

Pool Location: Recorder

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox C405dn, Xerox C405 Color, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.085 per page*
Please check one of the following: [] B&W Pages [x] Color Pages *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 268.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Pottawattamie County of

[Signature box with X]

CUSTOMER 33064 (2017) SIGNATURE TITLE DATED

APPLICATION NO.
2760547

MASTER AGREEMENT NO.

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME

POTTAWATTAMIE COUNTY OF

STREET ADDRESS

227 S 6th Street

CITY

Council Bluffs

STATE

IA

ZIP

51501

PHONE

712-328-5641

FAX

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

POTTAWATTAMIE COUNTY OF - Conservation Hitchcock Center, 27792 Ski Hill Loop, Honey Creek, IA 51542

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Toshiba eStudio5015AC

SERIAL NO.

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT

Xerox C405dn

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES

SERIAL NO.

ENDING METER

NOT FINANCED
UNDER THIS
AGREEMENT

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 178.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

 Amounts apply to the Equipment on this Agreement only.

B&W Pages Included

Overages billed at \$

per B&W page*

 Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable.

Color Pages Included

Overages billed at \$

per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Customer's Initials

Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.

POTTAWATTAMIE COUNTY OF

X
SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

X
SIGNATURE

TITLE

ACCEPTANCE DATE

CUSTOMER (as referenced above)



Value Lease
Grouped Pool Billing Schedule

APPLICATION NO.
2760547

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Bishop Business Equipment Company.

POOL NAME: Toshiba B/W

Pool Location: Conservation Hitchcock Center

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5015AC, Toshiba B/W, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.0045 per page*

Please check one of the following: [checked] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Toshiba Color

Pool Location: Conservation Hitchcock Center

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Toshiba eStudio5015AC, Toshiba Color, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.039 per page*

Please check one of the following: [] B&W Pages [checked] Color Pages *plus applicable taxes

POOL NAME: Xerox C405

Pool Location: Conservation Hitchcock Center

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox C405dn, Xerox C405, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.022 per page*

Please check one of the following: [checked] B&W Pages [] Color Pages *plus applicable taxes

POOL NAME: Xerox C405 Color

Pool Location: Conservation Hitchcock Center

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox C405dn, Xerox C405 Color, [blank], [blank], [checkbox].

No. of Pages Included 0 Overages billed monthly at \$.085 per page*

Please check one of the following: [] B&W Pages [checked] Color Pages *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 178.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Pottawattamie County of

[Signature box with X]

TITLE

DATED

CUSTOMER
33064 (2017)

**Jana Lemrick/Director, HR and
Matt Wyant/Director, Planning and Zoning**

**Discussion and/or decision to approve and
authorize Chairman to sign Staffing Service
Agreement with CAMILLUS STAFFING, LLC dba
NEXTAFF.**



STAFFING SERVICE AGREEMENT

Nextaff Group, LLC, (NEXTAFF) its successors and assigns and its subsidiaries, affiliates and/or related entities (herein referred to collectively as “AGENCY”), with its principal office located at 11101 Switzer Rd. Suite 110, Overland Park, KS 66210, and **Company Legal Name: Pottawattamie County** **FEIN:** _____ (“CLIENT”) agree to the terms and conditions set forth in this Staffing Service Agreement (the “Agreement”).

AGENCY Duties and Responsibilities

1. AGENCY will—

- a. By and through the services of **CAMILLUS STAFFING, LLC dba NEXTAFF**, (“FRANCHISEE”) recruit, screen, interview, hire and assign its employees (“Assigned Employees”) to perform the type of work described on Exhibit A under CLIENT’s supervision at the locations specified on Exhibit A.
- b. Pay Assigned Employees’ wages and provide them with the benefits that AGENCY offers to them.
- c. Pay, withhold and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees.
- d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- e. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- f. In addition to AGENCY’s duties and responsibilities set forth in paragraph 1, AGENCY, as the common law employer, has the right to physically inspect the work site and work processes; to review and address Assigned Employee work performance issues; and to enforce AGENCY’s employment policies relating to Assigned Employee conduct at the worksite.

CLIENT Duties and Responsibilities

2. CLIENT will—

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without AGENCY’s express prior written approval or as strictly required by the job description provided to AGENCY.
- c. CLIENT shall not permit AGENCY’s employees to operate motor vehicles without express permission from AGENCY. AGENCY’s Insurance does not cover loss or damage caused by AGENCY’s employees’ operating the CLIENT’s owned or leased motor vehicle(s), and the CLIENT therefore accepts full responsibility for and will indemnify AGENCY from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the CLIENT of this Paragraph;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- d. CLIENT agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to AGENCY Assigned Employees assigned to CLIENT’s worksite. CLIENT further agrees to provide such Assigned Employees the proper specific safety training needed to do the assigned jobs and tasks as well as to provide



properly fitted and necessary personal protective equipment required to provide adequate protection to such Assigned Employees. AGENCY and AGENCY's workers' compensation carrier shall have the right to inspect CLIENT's premises during normal business hours and to make recommendations pertaining to job safety and Loss Control measures. It is agreed that AGENCY, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist.

d. Not change Assigned Employees' job duties without AGENCY's express prior written approval; and

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates and Fees

3. CLIENT will pay NEXTAFF for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. NEXTAFF will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due per the terms on Exhibit A.
4. Invoices will be supported by timesheets or other agreed system of documentation of hours or time worked by the Assigned Employees. CLIENT, including any CLIENT representatives, signature, email, or any other documentation representing time worked submitted to AGENCY certifies the hours or time worked correct and work was completed to the CLIENT's satisfaction and CLIENT authorizes NEXTAFF to bill CLIENT for those hours. CLIENT agrees to have timesheets turned in by 5pm on Monday. Any invoice discrepancies or claims must be made by CLIENT within seven business days.
5. CLIENT will pay NEXTAFF directly from the invoices received, based on time submitted by CLIENT. Payment is due per the terms on Exhibit A. A finance charge of 1.5% per month (18% per year) may be charged the last day of the month on all invoices over 30 days. Any invoice past 45 days old may cause the CLIENT's account to be put on hold until evaluated. If account is past 60 days services may be suspended until account is brought current.
6. CLIENT agrees to pay the costs of collection, including attorneys' fees and costs, if CLIENT fails to pay amounts that are due and outstanding under this Agreement.
7. CLIENT acknowledges and agrees that Assigned Employees are presumed nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. NEXTAFF will charge CLIENT special rates for premium work time when Assigned Employee's work would legally require premium pay. For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate or as outlined on Exhibit A.
8. CLIENT agrees not hire or use the services of any Assigned Employee as its direct employee, as an independent contractor, or through any other person, company or competing agency to hire any AGENCY employee that has been sent to CLIENT by AGENCY prior to working the specified hours shown on Exhibit A. Any exceptions must be made in writing prior to CLIENT taking such action. Any AGENCY Assigned Employee hired away, prior to working the specified hours will constitute a billing charge of remaining hours multiplied times the agreed bill rate (liquidated damages). This bill for liquidated damages will establish fair compensation for expenses and/or losses incurred in the advertising, recruiting, screening, interviewing, testing, and employment/hiring processes.
9. CLIENT agrees not to utilize services from any AGENCY Assigned Employee through a competitor company. Any AGENCY Assigned Employee that is processed through a competitor company will face liquidated damages as described in paragraph 8.
10. If CLIENT wishes to hire away an AGENCY Internal Staff Employee, a placement service fee of 30% of the employees first year's salary will be due upon hire date.
11. AGENCY reserves the right to adjust Exhibit A to reflect any Federal, State or Local mandates or increased labor costs. These adjustments can include but are not limited to changes or charges related to increased Minimum Wage Rates, Federal Unemployment, State Unemployment, Workers' Compensation rates, Surcharges, or costs related the Patient Protection and Affordable Care Act (PPACA) or other government mandated programs.

Cooperation

12. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.



Indemnification and Limitation of Liability

- 13. To the extent permitted by law, AGENCY will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by AGENCY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of AGENCY or AGENCY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 14. To the extent permitted by law, CLIENT will defend, indemnify, and hold AGENCY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. In no event shall AGENCY's liability exceed, in the aggregate, the amounts paid by CLIENT to AGENCY hereunder in the month immediately preceding the event giving rise to the liability.
- 16. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

Miscellaneous

- 17. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- 18. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. CLIENT will not transfer or assign this Agreement without AGENCY's written notice.
- 19. This Agreement will be effective from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 7 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may immediately terminate the agreement upon written notice.

The undersigned has read and understands this agreement and agrees to the terms and conditions herein and is authorized to sign on behalf of CLIENT.

POTTAWATTAMIE COUNTY

CAMILLUS STAFFING, LLC dba NEXTAFF

CLIENT Signature: _____

AGENCY Signature: _____

Name _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SAFETY ACKNOWLEDGEMENT

To ensure that there is a clear understanding of each party’s role in protecting employees; OSHA recommends that the Staffing Agency and the Host Employer set out their respective responsibilities for compliance with applicable OSHA standards in their contract. Including such terms in a contract will ensure that each employer complies with all relevant regulatory requirements, thereby avoiding confusion as to the employer's obligations.

Both Host Employers and Staffing Agencies have roles in complying with workplace health and safety requirements and they *share* responsibility for ensuring worker safety and health.

A key concept is that each employer should consider the hazards it is in a *position to prevent and correct*, and in a position to *comply* with OSHA standards. For example: staffing agencies might provide general safety and health training, and host employers provide specific training tailored to the particular workplace equipment/hazards. (OSHA)

- The Host Employer is responsible to assign and train our employees at the worksite. Our employees will only work on assignments for which they have been trained.
- Our employees should not be assigned hazardous task or duties. Our line of business is light industrial, manufacturing, clerical, healthcare, technology, and educational positions.
- The Host Employer is required to issue and train our employees on wearing all appropriate safety and personal protective equipment at the worksite.
- The Host Employer is responsible to comply with all OSHA standards.
- The Host Employer is responsible to train our employees in all safety, hazardous communication, and operational instructions in the same manner as any employee at your worksite and will include our employees in all relevant safety meeting and training.
- The Host Employer is responsible to notify us immediately of any accidents, incident, or near misses involving our employees. We will coordinate the appropriate medical treatment unless it is an emergency. If it is an emergency, call 911 immediately. The employee should be transported to the closest designated hospital by ambulance.
- The Host Employer is responsible to notify us if any of our employees behave in a suspicious manner or act intoxicated.
- The Host Employer is responsible for training our employees on your company emergency’s action plans.
- A qualified representative of our company shall be allowed to obtain a report after an accident or injury to insure proper disposition of possible claims.
- Host employer will allow NEXTAFF/AGENCY and/or its workers’ compensation carrier to schedule loss control visits, if necessary, due to incident severity or frequency.

The items listed above are to ensure a safe and productive partnership while limiting our liability. I understand that I will be required to indemnify Nextaff and AGENCY against OSHA penalties.

Pottawattamie County _____

Signature: _____

Signer’s Name: _____

INJURY REPORTING PROCESS

The most important step is to make sure the employee receives proper medical treatment immediately.

- If it is an **emergency**, call 911 immediately. The employee should be transported to the closest designated hospital by ambulance.
 - If the employee is hospitalized, a company representative should visit the employee at the hospital to complete the necessary forms and ensure the employee the company is concerned about the employee and will answer any questions they might have.
 - In the case of a fatality or hospitalization of 3 or more employees, notify Nextaff- Risk Management immediately. These cases must be reported to OSHA
- For **non-emergencies**, refer the employee to the closest authorized Occupational Medicine Clinic. After the employee is released from the hospital, they should continue their care at the Occupational Medicine clinic **not their personal doctors**.
- Maintain communication with the injured employee just as you would if he/she were still working - Be compassionate and understanding. The employee still has the same reporting responsibilities to you as prior to the injury. **Only the company's designated doctor can take the employee off work for a work related injury.**
- Ask the clinic or hospital to complete a drug screen.
- Ensure the accident is site secure for investigation purposes, take pictures of the scene, and store any equipment or materials involved in the accident for further investigation. Complete the safety violation form, if necessary.
 - In cases of serious injury, remind and reinstruct the employees. Be sure to have the employee sign a form that he/she has been retrained. Safety is a team effort.
- Obtain witness statements immediately.
- Complete the Workers' Compensation packet within **24 hours** and give to your Nextaff Representative or you can email the completed forms to wc@nextaff.com.
- If the company has 10 or more employee and the injury meets OSHA log requirements, post to your current OSHA log within 7 days of receiving information about the case. See OSHA section
- Provide a modified duty job if the employee is released to return to work with limitations.
 - This is the most cost-effective step an employer can use in reducing workers compensation costs.
- Final Step, review your Federal and State posters and ensure your posters are current.

Exhibit A - Fee Schedule for Temporary Hiring Services

Client Name: ABC Client

Date: 11/28/18

Rates may adjust annually or at renewals

ACQUIRE SERVICES

DESCRIPTION

Enter position description here	155% markup
Enter position description here	\$24.00 per hour
Conversion Fee	\$195.00
Direct Hire	20%
Number of Hours required before Client can Hire Temp Employee Full-Time	600 Hours
Payment Terms	Net 15 from the date of the Invoice

Client Signature

Date

Exhibit A - Fee Schedule for Temp Services

Client Name: Pottawattamie County

Rates may adjust annually or at renewals

Workforce Strategy Elements	Amount	Unit	Frequency
ACQUIRE SERVICES			
Hiring - Temporary & Contract Positions			
Registered Nurse	\$60.00	Hour	Pay Period
Licensed Practical Nurse	\$49.00	Hour	Pay Period
Certified Medication Aide	\$35.00	Hour	Pay Period
Certified Nursing Assistant	\$30.00	Hour	Pay Period
Resident Care Assistant	\$22.00	Hour	Pay Period
Direct Hire	30%	Occurrence	Payroll
Number of Hours required before Client can Hire Temp Employee Full-Time	3000 Hours		
Payment Terms	Net 15 from the date of the Invoice		

Requirements:

- Agency will provide staff, applicable CNA, LPN or RN state license verification, OIG check, CPR or BLS certification, background check, mandatory reporter, Tb Test, 8 hour dementia training, physical, I-9 and name badges.
- Hours worked over 40 hours per week are billed an additional 1.5 times per hour of the standard rate. Hours over 60 will be billed at 2 times the rate per hour.
- New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day will be an additional 50% higher of the standard rate.
- Any bill rate may be increased by email from facility supervisor requesting staffing and offering to pay increased rates, example STAT or difficult to fill shifts, regardless of hours worked.
- If lunch is not taken, it will be paid and billed.
- The work week is day shift Monday through night shift Sunday
- Any supervisor who manages shifts at the facility may approve shifts, thus authorizing payment of shifts.

If a facility time clock is used

- Pay/invoicing will be determined by time clocked in/out at the facility providing time is reported to agency as described above. Agency staff are required to punch in/out for receipt of payments for their time at the facility. New staff to the building will be required to setup the timecard scanning function with a supervisor or manager. Detailed by date and start/end time per shift, clocked time will be reported to agency by facility or its representative by 5pm Monday for the immediate prior week.
 - Starting Monday day shift and ending with Sunday night.
 - Night shift on Sunday includes total hours of shift, even if the hours occur Monday AM as part of the night shift.
- If time is not reported to agency by facility or its representative by 5pm Monday for the immediately preceding week, associate must be paid, and client billed based on scheduled time or if available a time sheet for the preceding week.

Authorized Representative Signature: _____ Date: _____

Print Name: _____ Title: _____

EIN: _____

Camillus Staffing, LLC dba Nextaff

Authorized Representative Signature: _____ Date: _____

Print Name: _____ Title: _____

Other Business

Discussion and/or decision:

**Designating April 2021 as Child
Abuse Prevention Month**

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
PROCLAMATION**

CHILD ABUSE PREVENTION MONTH – APRIL 2021

WHEREAS, nationally, it is estimated that more than 1,540 children die each year from child abuse and neglect; and

WHEREAS, both locally and nationally, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological and behavioral disorders; and

WHEREAS, promoting family functioning and resiliency, social support systems, concrete supports, nurturing and attachment, and knowledge of parenting and child development are all known protective factors which prevent child maltreatment and help strengthen families; and

WHEREAS, child abuse prevention is an acknowledged community responsibility. On behalf of Iowa’s children, this month and every month, we join Promise Partners to commit to prevent child abuse and neglect and to ensure a great childhood for every child.

THEREFORE, We, the Pottawattamie County Board of Supervisors, Do hereby proclaim April 2021 as

CHILD ABUSE PREVENTION MONTH

“In Pottawattamie County, Iowa and encourage all citizens, community agencies, religious organizations, medical facilities, and businesses to partner in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.”

IN WITNESS WHEREOF, I have caused my signature and Seal of Pottawattamie County, Iowa to be affixed this 9th day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

February 18, 2021

Dear Chairman Belt,

I am writing on behalf of Prevent Child Abuse Pottawattamie County to respectfully request your proclamation of April 2021 as "Child Abuse Prevention Month" in Pottawattamie County.

Child Abuse Prevention Month recognizes the importance of families and communities working together to prevent child abuse and neglect and promotes the social and emotional well-being of children and families. April is a time to help people understand that safe, stable and nurturing relationships and environments are necessary to ensure that children grow up happy and healthy. Women and children are at high risk during this time of isolation. We all play a role in supporting the well-being of others during this time.

Prevent Child Abuse Pottawattamie County (a committee of Promise Partners- Pottawattamie County's Alliance for Child and Family Well-Being) is participating in this year's Child Abuse Prevention Month and aiming to provide education and awareness to effectively address the needs of children and families.

I am attaching sample proclamation language that you might find helpful. For more information about child abuse prevention visit preventchildabuse.org.

I believe our county's active participation will have a positive effect on our community as this unifying celebration recognizes supporting children and families.

Thank you for your time and consideration.

Sincerely,

Lucy Hough

Promise Partners

Prevent Child Abuse Committee

FAST FACTS

CHILD ABUSE DEFINED

Child abuse is defined through state laws, so there is no federal standard throughout the country. In Iowa, the Legislature defines "child abuse" to include the following harm:

- Failure to provide adequate food, shelter, clothing or other care necessary for a child's health and well-being
- Intended physical injury
- Sexual abuse of a child
- Presence of an illegal drug in a child's body as a result of actions or neglect
- Allowing a known sex offender, who is not the child's biological parent or the caretaker's spouse, custody or access to a child
- Manufacturing a dangerous substance in a child's presence
- Mental injury to a child
- Providing access to or showing obscene material to a child
- Sex trafficking ("the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of commercial sexual activity")

CHILD ABUSE IN IOWA

- In 2017, 11,236 Iowa children were found to be victims of abuse, according to the Iowa Department of Human Services.
- 21 out of every 1,000 children in Pottawattamie County were victims, among the highest in the state, according to the U.S. Dept. of Labor Bureau of Labor Statistics.
- A 2001 population based survey in Iowa estimated 1 in 10 Iowans had experienced sexual violence. Of those, 67 percent were first assaulted/abused before the age of 18, with the vast majority (73 percent) of perpetrators known to the victim.

Child abuse and neglect costs our nation \$220 million every day. How? For investigations. For foster care. Medical and mental health treatment. And later for special education, juvenile and adult crime, chronic health problems, and other costs across the life span.

SEXUAL ABUSE DEFINED

Sexual abuse of a child is inappropriately exposing or subjecting the child to sexual contact, activity, or behavior. Sexual abuse includes oral, anal, genital, buttock, and breast contact. It also includes the use of objects for vaginal or anal penetration, fondling, or sexual stimulation. This sexual activity may be with a boy or a girl and is done for the benefit of the offender. In addition, exploitation of a child for pornographic purposes, making a child available to others as a child prostitute, and stimulating a child with inappropriate solicitation, exhibitionism, and erotic material are also forms of sexual abuse.

WHO ARE SEXUAL ABUSE VICTIMS?

Sexual abuse can occur in all populations. It happens to children in both rural and urban areas, in all socioeconomic and educational levels, and across all racial and cultural groups. Statistics indicate that girls are more frequently the victims of sexual abuse, but that the number of boys is also significant. Estimates suggest that males account for 25-35% of child sexual abuse victims. Factors that may increase a child's risk of sexual abuse include being between the ages of 7, having the absence of a parent from the home, and being a young child who appears isolated, depressed, or lonely.

There also exist common characteristics of the families in which sexual abuse of children occur. They include social isolation, the presence of a domineering father, an absent mother (either physically or emotionally), few role boundaries, and parents with a history of being physically or sexually abused as children. Furthermore, a child is also at increased risk if he or she is forced to assume the parenting role at an inappropriate age.

WHO ARE THE PERPETRATORS?

The majority of sexual abuse of children is done by someone the child knows. Sexual abuse can occur within the family (by a parent, step-parent, guardian, older sibling, or relative) or outside the family (often by a person well known by the child and family). Looking at a number of retrospective surveys, results have indicated that no more than 10-30% of the offenders were strangers.



5 STEPS TO PROTECTING OUR CHILDREN

The 5 Steps to Protecting Our Children™ is an introductory guide to help adults protect children from sexual abuse. Using an evidence-informed approach, these steps provide simple and practical actions you can take to prevent, recognize, and react responsibly to child sexual abuse. Together, they form the framework for Darkness to Light's prevention training program, Stewards of Children®.

STEP 1: LEARN THE FACTS

1 in 10 children are sexually abused before their 18th birthday. This means realities rather than blind trust should influence our choices regarding children's safety from sexual abuse. 90% of children who are sexually abused know their abuser. Sexually abused children are at greater risk for psychological, emotional, social and physical problems, often lasting into adulthood.

STEP 2: MINIMIZE OPPORTUNITY

More than 80% of child sexual abuse incidents occur when children are in isolated, one-on-one situations with adults or other youth. Choose group situations and have multiple adults supervise children. Make sure interactions can be observed and interrupted. Ask for protective best practices in schools and organizations that serve your children, including background checks, personal and professional reference checks, and a code of conduct for staff and volunteers.

STEP 3: TALK ABOUT IT

Open conversations with children about body safety, sex, and boundaries is one of the best defenses against child sexual abuse. Talk with children when they are young, and use proper names for body parts. Tell children what sexual abuse is, and when age appropriate, about sex. Tell children what parts of the body others should not touch. Use examples with situations and people in their lives. Teach children that they have the right to tell any person "NO" to unwanted or uncomfortable touch.

STEP 4: RECOGNIZE THE SIGNS

Know the signs of abuse to protect children from further harm. Physical signs are not common, but the following should be carefully examined by a professional: bruising, bleeding, redness, rashes, bumps or scabs especially around the genitals; urinary tract infections; chronic stomach pain, headaches or other ailments that can't be explained medically. The most common symptoms of child sexual abuse are emotional or behavioral changes, including withdrawal, depression, and anger. Signs don't always mean sexual abuse, but signs can be a reason to take more interest in the child.

STEP 5: REACT RESPONSIBLY

Understand how to respond to risky behaviors and suspicions or reports of abuse. There are three reasons we need to react to sexual abuse: disclosure, discovery, and suspicion. Few reported incidents are false.

Disclosure: A child has broken through secrecy, fear, and shame and has chosen you as the person he or she trusts enough to tell. Honor that with attention, compassion and belief. Listen calmly and openly. Tell the child you believe him/her. Don't ask leading questions about details. Seek the help of a professional who is trained to talk with the child about sexual abuse.

Discovery: You've witnessed a sexually abusive act by an adult or youth with a child, or you know by some other way that abuse has taken place. For example, a friend or coworker may have told you something definitive. In cases of disclosure or discovery, report immediately to local law enforcement or to child protective services in the county in which the child lives.

Suspicion: You've seen signs in a child, or you've witnessed boundary violations by an adult or youth toward a child. Suspicion means, at a minimum, you need to set some limits or ask some questions.

*Call the Child Abuse Hotline at 1-800-362-2178
(available 24 hours a day, 7 days a week).*

REPORT CHILD ABUSE

*If you believe a child is in imminent danger,
CALL 911 immediately.*



CHILD ABUSE PREVENTION

Social supports and caring connections strengthen families, mitigating the negative outcomes of childhood trauma and reduce the risk of child abuse or neglect. That is why Promise Partners works to build caring connections in Pottawattamie County. Through this effort, we can let everyone know that fostering connections with the children in their lives matters and that goes a long way to developing healthy minds and strong communities.

Through audio narration from a child's perspective visitors are guided room by room through scenarios depicting abuse. This experience is fully immersing each guest into the world that these children face on a daily basis.

THE LISA PROJECT

The Lisa Project is a unique multi-sensory exhibit experience allowing the visitor to hear, see and experience the reality of the world of child abuse. Through audio narration from a child's perspective visitors are guided room by room through scenarios depicting abuse. This experience is fully immersing each guest into the world that these children face on a daily basis. The purpose of this free exhibit is to provide resources and information, increase community awareness, promote child abuse prevention, and help protect children and strengthen families.

Friday, February 21 Exhibit Hours: 8:00AM—6:00PM
Saturday, February 22 Exhibit Hours: 10:00AM—4:00pm
Charles E. Lakin Human Services Campus

The exhibit is rated PG-13 due to some mature content. Children under age 13 that come with guardians or parents will be allowed to walk through the exhibit but will not be given an audio device.

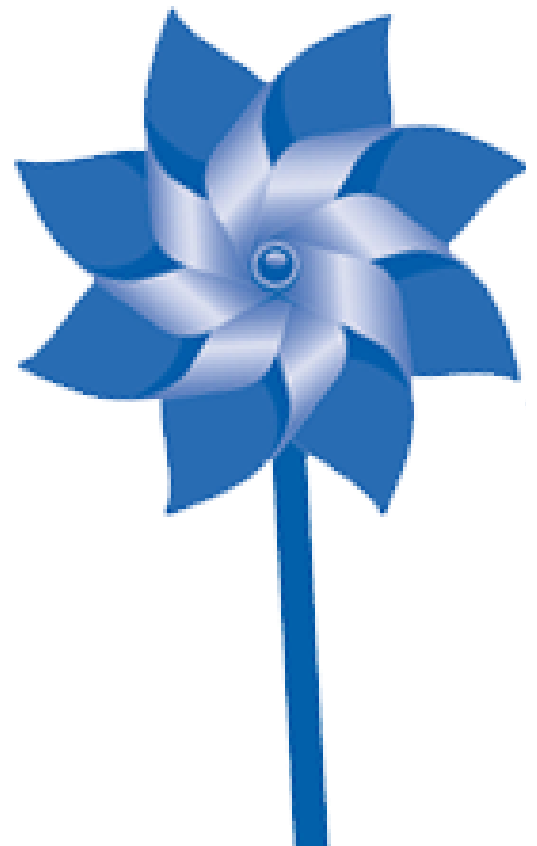
DARKNESS TO LIGHT: STEWARDS OF CHILDREN

This prevention training teaches adults how to recognize, prevent, & react responsibly to child sexual abuse. The program is designed for people who serve youth & anyone concerned about the safety of children. It is the only nationally distributed, evidence-based program proven to increase knowledge, improve attitudes, & child protective behaviors.

4 training sessions held with 90 individuals February 21 and 22.
Pre-registration required. Charles E. Lakin Human Services Campus

PINWHEELS FOR PREVENTION

The pinwheel is the national symbol for child abuse prevention. It brings to mind whimsy and childlike notions and has come to serve as the physical embodiment, or reminder, of the great childhoods we want for all children. For this reason, pinwheels are featured at our events and placed prominently throughout Pottawattamie County through the month of April.



ABOUT PROMISE PARTNERS

Promise Partners is an umbrella organization that oversees state and local initiatives in Pottawattamie County. By working together through interagency and cross-discipline collaboration we can better coordinate efforts to effectively address the needs of children and families.

Our mission is to empower a caring community that promises the well-being of every child.

PREVENT CHILD ABUSE COMMITTEE

The Prevent Child Abuse Committee's primary purpose is to ensure that all Pottawattamie County's children will be healthy and safe from child maltreatment. By focusing on early access to concrete supports, evidence-based parenting support, and social supports for families, children's exposure to toxic stress is reduced and protective factors are increased.

MEMBER ORGANIZATIONS

Bikers Against Child Abuse
Boys Town Iowa
Charles E. Lakin Human Services Campus
Catholic Charities Domestic Violence and Sexual Assault Program
Child Care Resource & Referral
Children's Square USA
FAMILY, Inc.
Iowa Department of Human Services
Lutheran Family Services of Nebraska
Parent Partners
Pottawattamie WIC Program
Trailblazers of the Heartland
Visiting Nurse Association
West Central Community Action

CONTACT INFORMATION

Jessica Rayment
Community Impact Coordinator
712-256-9920
JRayment@promisepartners.org

WAYS TO FIND US

Web: www.promisepartners.org
Facebook: fb.me/PromisePartnersAlliance

USEFUL WEBSITES

Prevent Child Abuse America
www.preventchildabuse.org

Prevent Child Abuse Iowa
www.pcaiowa.org

Darkness to Light
www.d2l.org



Jana Lemrick/Director, HR

**Discussion and/or decision to approve job
description for Finance Officer**

POTTAWATTAMIE COUNTY - AUDITOR

JOB DESCRIPTION

POSITION TITLE: Finance Officer

REPORTS TO: County Auditor

SUPERVISES: None

FLSA Exemption: Exempt

SUMMARY OF POSITION: Under limited supervision, performs moderate to complex accounting work, utilizing general accounting principles and practices. Maintains financial records requiring an understanding of the County's established accounting procedures. Provides accounting / financial support of County departments / agencies; reconciles, maintains, monitors and controls major groupings of funds, or revenue / expenditure accounts. Will provide general supervision to the Accounting Technician and Account Clerk II.

ESSENTIAL FUNCTIONS:

Assists with the preparation of property valuations and distributes to county taxing entities and to the State Department of Management.

Creation, publication and compliance for financial and real estate reporting to the Department of Management, Department of Revenue, State Auditor, Treasurer of Iowa and dept disclosure including County Annual Financial report, GAAP report, debt reporting and valuation reporting.

Calculates utility valuations per State Department of Revenue. (i.e. railroad mileage, utility lines)

Prepares real estate taxes and abstracts of taxes and certifies same to County Treasurer annually.

Input and certifies tax rates per taxing entity.

Tax billing process including certified levy rates per authority fund applied to system, state credit allowance percentages and data applied, TIF actual revenue calculation applied and verified against valuation estimates for accuracy.

Obtains appropriate data and prepares levy sheets and distributes to county taxing entities and to the State Department of Management.

Reviews and makes corrections to the County tax book.

Prepares valuation increments for Urban Renewal and TIF districts. Ordinance, amendment certification to the County for TIF revenue collection by approving authorities in the County. Create new taxing districts when necessary for TIF based on amendment.

Prepares appropriations, re-appropriations and amendments of budgeted funds per department funds per fiscal year. Apply to general ledger.

Receives all county, city, school and township budgets and oversees distribution to the State Department of Management.

ESSENTIAL FUNCTIONS (continued):

Responsible for 1099 filing and reporting in Accounts Payable.

Real Estate Records maintenance including roll over process and value maintenance in splits and combined parcels.

Assistance in Elections department if required.

Public assistance for phone and counter questions in all aspects of duties.

Work with State Auditor each year at annual audit time.

MARGINAL FUNCTIONS:

Perform other duties as directed or as the situation dictates.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:

Knowledge of accounting methods and terminology.

Knowledge of principles / practices of fund accounting in government.

Knowledge of the laws, rules and regulations relating to the collection / disbursement of County funds.

Knowledge of local government budgeting / financial management procedures.

Knowledge of cash handling and balancing procedures.

Knowledge of general office practices and procedures.

Knowledge of business English, spelling and grammar.

Knowledge of and the ability to maintain departmental policies, practices and standards.

Intermediate keyboard and typing skills.

Proficient skill in operating a personal computer and other general office equipment.

Proficient alpha / numeric proofreading skills.

Ability to accurately perform complex accounting calculations.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY (continued):

Ability to create and maintain complex ledgers / spreadsheets including mathematical / accounting formulas utilizing various hardware and software programs.

Ability to make routine decisions, in accordance with laws, rules, regulations, and departmental policies and procedures.

Ability to research, analyze, and resolve moderately complex problems / discrepancies.

Ability to juggle several tasks at once; continuously prioritize / re-prioritize tasks.

Ability to communicate effectively both verbally and in writing.

Ability to maintain accurate and complete office records.

Ability to establish and maintain satisfactory working relationships with other County employees

and the general public using courtesy, patience, and tact.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:

Position requires a high school diploma or GED. College Associate Degree or 2 years experience in accounting or any combination of training and experience that will have provided the required knowledge, skills, and abilities.

ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Reliable attendance at work is essential to this position. Work is generally performed indoors and requires some physical activity, including extended periods of sitting or standing; walking, kneeling, bending, crouching, reaching, stooping and climbing. An incumbent must have the ability to transport themselves to and from various locations throughout the Courthouse.

Duties also require the ability to tolerate an indoor work environment. An incumbent must have the ability to frequently push, pull and/or carry supplies and other materials weighing up to 10 lbs.. During elections, the incumbent must be able to lift and carry voting machines, election supplies and equipment. Voting machines weigh 33 pounds. An incumbent must also possess the hand-eye coordination and manual dexterity to use hands and arms to reach, finger, handle, grasp and feel;; and operate personal computers, standard office equipment

and any other equipment that is used to perform the essential functions of the job.

Work hours may occasionally be required before or after standard business hours. Noise level is usually moderate. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires extensive personal interaction and may be stressful when dealing with irate individuals and/or time constraints and project deadlines.

9/23/2011

Received/Filed

Office of No 040320
Pottawattamie County Treasurer

3/18/21 for February 2021
Date

Received from Pottawattamie county
Sheriffs office

Payor Pottawattamie County Sheriffs
Office

Amount Forty Eight Thousand Ninty Three
Dollars & 28/100 ——— \$ 48,093.28

Account to be credited See below

Descriptions of funds See below

Received by PA

Date received 3-18-21 ck's

February 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$1,720.00	Weapon Permits	0001-1-05-1060-441000-000
\$46,373.28	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$48,093.28	Total Deposit	
	\$35,296.58	total check #220272
	\$12,796.70	total check #220273
	\$48,093.28	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

01/30/2021 - 02/26/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 01/30/2021 - 02/26/2021.

Disbursements:

Paid to Others:

State - Weapon Permit Amount 1,890.00

Refunds; Publication; Sales; Com 387,981.76

Subtotal 389,871.76

Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees 39,803.08

Postage 4,020.20

Mileage Amount 2,035.00

Report Amount 165.00

County - Weapon Permit Amount 1,720.00

Other - Subpoena 350.00

Subtotal 48,093.28

Total 437,965.04

The above information is respectfully submitted on 3/16/2021



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for


01/30/2021 - 02/26/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 01/30/2021 - 02/26/2021.

Receipts:

Service Fees - Notary Fees; Copy Fees	42,474.96
Postage	4,312.55
Mileage Amount	2,098.00
Report Amount	165.00
County - Weapon Permit Amount	9,380.00
State - Weapon Permit Amount	2,210.00
Refunds; Publication; Sales; Com	361,763.09
Other - Subpoena	385.00
Unapplied	-105.00
Total	<u>422,683.60</u>

The above information is respectfully submitted on 3/16/2021



Andy Brown
Pottawattamie County, IA