

Consent Agenda

December 7th, 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 second by Shea, to approve:

- A. November 30, 2021, Minutes as read.
- B. November 2021 Vendor Publication Report
- C. Secondary Roads – Employment of Jeremy Wilber as Mechanic Technician III

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Schultz, to move Item 2B, to first on the Agenda.

Motion by Schultz, second by Shea, to approve and authorize Chairman to sign 28 E Agreement with West Pottawattamie Soil and Water Conservation District and East Pottawattamie County Soil and Water Conservation District for the funding, administration, and implementation of the full-time Conservation Education Coordinator Position.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to open Public Hearing on First Consideration of Ordinance No. 2021-09, AN ORDINANCE to amend Chapter 1.45, “Voting Precinct Boundaries” of the Pottawattamie County, Iowa, Code by uncombining Boomer Township and Neola Township from Neola Precinct and naming it Boomer Precinct; By dissolving GLWCW Precinct; By uncombining Hardin Township from McClelland Precinct; By combining Hardin Township to Treynor Precinct; By combining Lincoln Township to the Walnut Precinct; By combining Center Township, Waveland Township and Wright Township to the Carson Precinct; By combining Grove Township to Macedonia Precinct

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

Motion by Schultz, second by Shea, to close public hearing.

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

Motion by Wichman, second by Schultz, to approve first consideration of Ordinance No. 2021-09, AN ORDINANCE to amend Chapter 1.45, “Voting Precinct Boundaries” of the Pottawattamie County, Iowa, Code by uncombining Boomer Township and Neola Township from Neola Precinct and naming it Boomer Precinct; By dissolving GLWCW Precinct; By uncombining Hardin Township from McClelland Precinct; By combining Hardin Township to Treynor Precinct; By combining Lincoln Township to the Walnut Precinct; By combining Center Township, Waveland Township and Wright Township to the Carson Precinct; By combining Grove Township to Macedonia Precinct; and set date of Second Consideration for December 9, 2021 at 10:00AM

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, approve and authorize Board to sign **Resolution No. 118-2021**, entitled Local Match for the Hazard Mitigation Grant Program.

RESOLUTION NO. 118-2021

LOCAL MATCH FOR THE HAZARD MITIGATION GRANT PROGRAM

WHEREAS, Pottawattamie County, Iowa (hereinafter called “the Subgrantee”), has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$5,203,400 for the total project cost; and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10%, and the local share being a minimum of 15% of the total project cost. The minimum 15% local share can be cash, in-kind match or other source provided that it is not federal funding.

THEREFORE, the Subgrantee agrees to provide and make available up to \$780,510 (seven hundred eighty thousand five hundred and ten dollars) of non-federal contribution to be used to meet the minimum 15% match requirement for this mitigation grant application.

Dated this 7th day of December, 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"/>
_____ Justin Schulz	<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"/>
_____ Lynn Grobe	<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 Wichman, second by Schultz, approve and authorize Board to sign Resolution No. 119-2021 entitled: RESOLUTION AUTHORIZING VACATION OF A SECTION OF POTTAWATTAMIE COUNTY ROAD.

RESOLUTION NO. 119-2021

RESOLUTION AUTHORIZING VACATION OF A SECTION OF POTTAWATTAMIE COUNTY ROAD

WHEREAS, a request has been filed with the Pottawattamie County Board of Supervisors to vacate and clear the record of a section of Pottawattamie County Road, described as follows,

WHEREAS, it is in the best interest of Pottawattamie County to vacate the Road Right of way.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Pottawattamie County in session this 7th day of December, 2021, that the following described road easement be vacated:

A portion of Railroad Street South along the north line of Block 4 of Original Town Plat, between the north line of Charles Avenue and the west line of Bentley Lane (formerly Main Street), Original Town Plat of the unincorporated Town of Bentley per town plat filed for record in Section 13, Township 76, Range 43 West of the 5th P.M., Pottawattamie County, Iowa.

Note: Utilities are granted a permanent and perpetual easement for the continuance of maintaining existing facilities for such construction, reconstruction, replacement, and repair thereof as may be deemed necessary by the utilities in the future (Iowa Code 306.22, 479.17, 479.24).

Dated this 7th day of December, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. 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

RECOMMEND: _____
John Rasmussen, County Engineer

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

Discussion was held by the Board on whether to reject, approve, or modify the Leisure Avenue Secondary Roads Assessment District Proposal.

Motion by Schultz, second by Shea, to open Final Public Hearing for the Leisure Avenue Secondary Roads Assessment District.

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

Motion by Wichman, second by Shea, to close Final Public Hearing.

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

Motion by Shea, second by Grobe, to approve creation of the Leisure Avenue Secondary Roads Assessment District.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve County contribution rate of 30% for Leisure Ave Secondary Roads Assessment District, set interest rate at 0%; and set date and time of final apportionment and determination for Tuesday, December 14th at 10:00A.M.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve Change Order #2 – Elections Building Parking Lot.

UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Schultz, second by Shea, to approve Jail Captain and Detention Administrative Manager job descriptions. UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve quote from ArcaSearch for Digital Archival of Board of Supervisor’s Minute Books for \$20,899 to be paid from the American Rescue Plan Acts Fund.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve payment of NACO membership dues for 2022 in the amount of \$1863.00. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 120-2021** entitled: Authorizing Pottawattamie County, Iowa to Enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding.

RESOLUTION NO. 120-2021

Authorizing Pottawattamie County, Iowa to Enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding

WHEREAS, in 2018, the County Board of Supervisors authorized Pottawattamie County (the “County”) to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”);

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements (“Iowa Opioid Funds”);

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding (“Allocation MOU”), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”).

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”).

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund.” Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

WHEREAS, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

WHEREAS, County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms’ representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County’s total recovery from any settlement.

WHEREAS, the Settlement Agreements provide for the payment of attorney’s fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the “National Attorney Fee Fund”).

WHEREAS, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local

Governments in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government (“Iowa Backstop Fund”)

WHEREAS, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered at the National Fee Fund attributable to their Iowa clients;

WHEREAS, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys’ Fees Fund and may not recover amounts attributable to Counsel’s representation of the County received at the National Attorneys’ Fees Fund from the Iowa Backstop Fund;

WHEREAS, the County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments in order to fund a state-level “backstop” for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall the total of the amounts received by the Law Firms at the National Attorney’s Fees Fund related to the County and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the County;

WHEREAS, the County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution (“the LG Abatement Fund”);

WHEREAS, the County’s LG Abatement Fund shall be separate from the County’s general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, the if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County’s intention to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes Mitchell A. Kay to settle and release the County’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County’s general fund which shall be titled “LG Abatement Fund” to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Dated this 7th day of December, 2021.

ROLL CALL VOTE

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

Brian Shea

ATTEST: _____
Melvyn Houser, County Auditor

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

4. CLOSED SESSION

Motion by Shea, second by Schultz, to go into Closed Session pursuant to Iowa Code 20.17(3), for discussion and/or decision on labor negotiations / collective bargaining matters.

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.

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(1)(i) for discussion and/or decision on personnel matters.

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.

5. RECEIVED/FILED

A. Salary Actions

- 1) Communications – Payroll Status Change for Logan Brown
- 2) Juvenile Detention – Employment of Jaxon Boro as Part-Time Youth Corrections Worker
- 3) Conservation – Payroll Status Change for Bennett Amdor
- 4) WIC – Employment of Ariel Quinn and Elizabeth Serrato as Part-Time Breastfeeding Peer Counselors

6. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:55 P.M.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: December 14, 2021

PUBLISH: X

December 9th, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present except Supervisor Grobe and Supervisor Schultz.

PLEDGE OF ALLEGIANCE

1. SCHEDULED SESSIONS

Motion by Wichman, second by Shea, to Second Consideration of **Ordinance No. 2021-09**, AN ORDINANCE to amend Chapter 1.45, "Voting Precinct Boundaries" of the Pottawattamie County, Iowa, Code by uncombining Boomer Township and Neola Township from Neola Precinct and naming it Boomer Precinct; By dissolving GLWCW Precinct; By uncombining Hardin Township from McClelland Precinct; By combining Hardin Township to Treynor Precinct; By combining Lincoln Township to the Walnut Precinct; By combining Center Township, Waveland Township and Wright Township to the Carson Precinct; By combining Grove Township to Macedonia Precinct; and to adopt said Ordinance into law.

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-09**

AN ORDINANCE to amend Chapter 1.45, "Voting Precinct Boundaries" of the Pottawattamie County, Iowa, Code by

- By uncombining Boomer Township and Neola Township from Neola Precinct and naming it Boomer Precinct;
- By dissolving GLWCW Precinct;
- By uncombining Hardin Township from McClelland Precinct;
- By combining Hardin Township to Treynor Precinct;
- By combining Lincoln Township to the Walnut Precinct;
- By combining Center Township, Waveland Township and Wright Township to the Carson Precinct;
- By combining Grove Township to Macedonia Precinct;

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

SECTION 1 - REPEAL OF CONFLICTING ORDINANCES: That Section 1.45.040, Division into Precincts, is hereby repealed in their entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 2 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by changing the data for the following precincts in Section 1.45.040, to read as follows:

Pottawattamie County is hereby divided into sixteen (16), as follows:

PRECINCTS	POPULATION	DESCRIPTION
Avoca	2,097	Knox Township, Pleasant Township, City of Avoca and that part of City of Shelby which lies within the boundaries of Pottawattamie County
Boomer	1,008	Boomer Township and Neola Township
Carson	1,432	Carson Township, Center Township, Waveland Township, Wright Township and City of Carson
Crescent	2,612	Crescent Township, Lake Township, Rockford Township and City of Crescent
Garner	3,205	Garner Township excluding census block 191550316011016 and 191550316011027
Hancock	356	Valley Township and City of Hancock
Lewis 1	2,070	Part of Lewis Township lying north of Highway 92 and including census block 191550316011016 and 191550316011027 in Garner Township
Lewis 2	2,366	That part of Lewis Township lying South of Highway 92
Macedonia	594	Macedonia Township, Grove Township and City of Macedonia
McClelland	146	City of McClelland
Minden	1,295	Minden Township, York Township and City of Minden
Neola	918	City of Neola

Oakland	2,260	Belknap Township, James Township, Washington Township and City of Oakland
Treynor	2,829	Hardin Township, Keg Creek Township, Silver Creek Township and City of Treynor
Underwood	2,836	Norwalk Township, Hazel Dell Township and City of Underwood
Walnut	1,053	Layton Township, Lincoln Township and City of Walnut
TOTAL	27,077	

SECTION 3 - 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 4 - EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Dated this 9th Day of December, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. 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, Sea. Motion Carried.

2. ADJOURN

Motion by Wichman, second by Shea, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:03 A.M.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: December 14, 2021
PUBLISH: X

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: December 1st, 2021

ESTABLISHMENT: RENEWAL- The Mile Away Hall and Tavern

OWNER: see attached

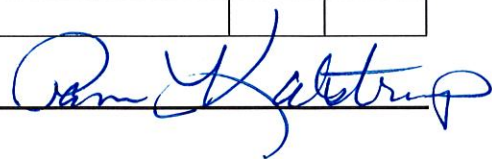
LEGAL DESCRIPTION: See attached property record.

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



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: December 1st, 2021

ESTABLISHMENT: RENEWAL- The Mile Away Hall and Tavern

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 ABW 78-1

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: December 1st, 2021

ESTABLISHMENT: RENEWAL- The Mile Away Hall and Tavern

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"/>
		<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Signature

Lea Voss



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
The Mile Away Hall and Tavern LLC	Mile A Way Hall & Tavern	(712) 322-2027

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
20270 Old Lincoln Hwy	Council Bluffs	Pottawattamie	51503

MAILING ADDRESS	CITY	STATE	ZIP
5005 PROVIDENCE ROAD	Council Bluffs	Iowa	51503

Contact Person

NAME	PHONE	EMAIL
Robin Helm	(402) 210-6500	robinhelm17@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0037415	Class C Liquor License	12 Month	Active

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Feb 10, 2021	Feb 9, 2022	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Richard Fuller	Council Bluffs	Iowa	51503	president	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Feb 10, 2021

POLICY EXPIRATION DATE

Feb 9, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

7543 07 300 003

--- Permanent Property Address --- ----- Mailing Address -----
RICHARD FULLER PROPERTIES LLC, SERIES C RICHARD FULLER PROPERTIES LLC, SERIES C
20270 OLD LINCOLN HWY 5005 PROVIDENCE RD
COUNCIL BLUFFS, IA 51503 COUNCIL BLUFFS, IA 51503

District: 045 LAKE TWP/CO BLUFFS SCHOOL
District: 045 LAKE TWP/CO BLUFFS SCHOOL

=====
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754307300003>

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TAX DESCRIPTION*
* Not to be used on legal documents

LAKE TWP-AUD SUB NW SW 7-75-43 PT LTS 2 & 3 COMM SW COR LT 3 TH N310.02' ELY472.86' SLY399.61' W540.64' TO POB

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

2021	Current Value				Total	Class
	Res. Land	Comm. Land	Dwelling	Improvement		
Full Value	\$27,896	\$98,904	\$34,100	\$127,100	\$288,000	M/C
Exempt	\$0	\$0	\$0	\$0	\$0	M/C
Net Total	\$27,896	\$98,904	\$34,100	\$127,100	\$288,000	M/C

2020	Prior Year Value				Total	Class
	Res. Land	Comm. Land	Dwelling	Improvement		
Full Value	\$22,824	\$103,976	\$34,100	\$111,200	\$272,100	M/C
Exempt	\$0	\$0	\$0	\$0	\$0	M/C
Net Total	\$22,824	\$103,976	\$34,100	\$111,200	\$272,100	M/C

=====
EXEMPTIONS/CREDITS APPLIED
2020 BPTC

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

1 D RICHARD FULLER PROPERTIES LLC, book/page: [2013/18568](#) D

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page	
12/10/2013	0	A17	2013/18568	multiple parcel sale
09/06/2013	0	D1	2013/14237	
01/27/2010	225000	D000	2010/01330	
05/07/2007	225000	D000	2007/08049	
09/28/2004	250000	D028	0105/06987	
05/04/1994	116000	D000	0094/37849	
02/10/1993	71500	D000	0093/23748	

=====
ASSESSMENT DATA

PDF: 10 MAP: LAKE TWP COMM-10

Date Reviewed: 06/22/20 MEC

LAND.....193842 sqFt 4.45 acres

Residence 1 of 1 -- Single-Family

BUILDING.....1 Story Frame 4/0 Rooms Above/Below 2/0 Bedrooms Above/Below 690 SF Base AC
Built:1920 Below Normal Bsmt: Full Bsmt Finish: 300 SF Attic Finish: 1/4 Finished
FINISH.....Foundation: C Blk Exterior: Asb Roof: Asph / Gable
Interior: Drwl Flooring: Carpet / Tile
PLUMBING.....1 Full Bath 1 Shower Stall Bath
DECK/PATIOS..184 SF Concrete Patio-Low
BLDG EXTRAS..184 SF 1S FR OP 8 X 23

Commercial Building 1 of 1 -- Restaurant (302)

DBA: MILE-A-WAY HALL/DEUCES BAR

STRUCTURE....1 story 2006 base SF 2006 bsmt SF 2871 gross SF
 Year Built: 1920 Eff Year: 1920 Condition: Above Normal

VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 Front/Doors: Incl. w / Base
 Windows: Wood Double Hung
 Wood Casement

HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Suspended Blk-M'Ral
 Struc Floor: Concrete
 Floor Cover: Carpet
 Ceramic
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

PLUMBING....Toilet Room (2)
 Sink-Kitchen (2)
 Urinal - Wall (1)
 Water Closet (1)

ADJUSTMENTS..Bsmt Finish (2006)

BLDG EXTRAS..1 PORCH: 504 SF, Wood Deck
 1 PORCH: 420 SF, Patio - Conc / Brick
 1 COLD STORAGE: 70 SF, Cooler, 32 SFSA Door, No Door

Commercial Building 1 of 1 Addition 1 -- Restaurant (302)

DBA: MILE-A-WAY HALL/DEUCES BAR

STRUCTURE....1 story 865 base SF 865 bsmt SF
 Year Built: 1920 Eff Year: 1920 Condition: Above Normal

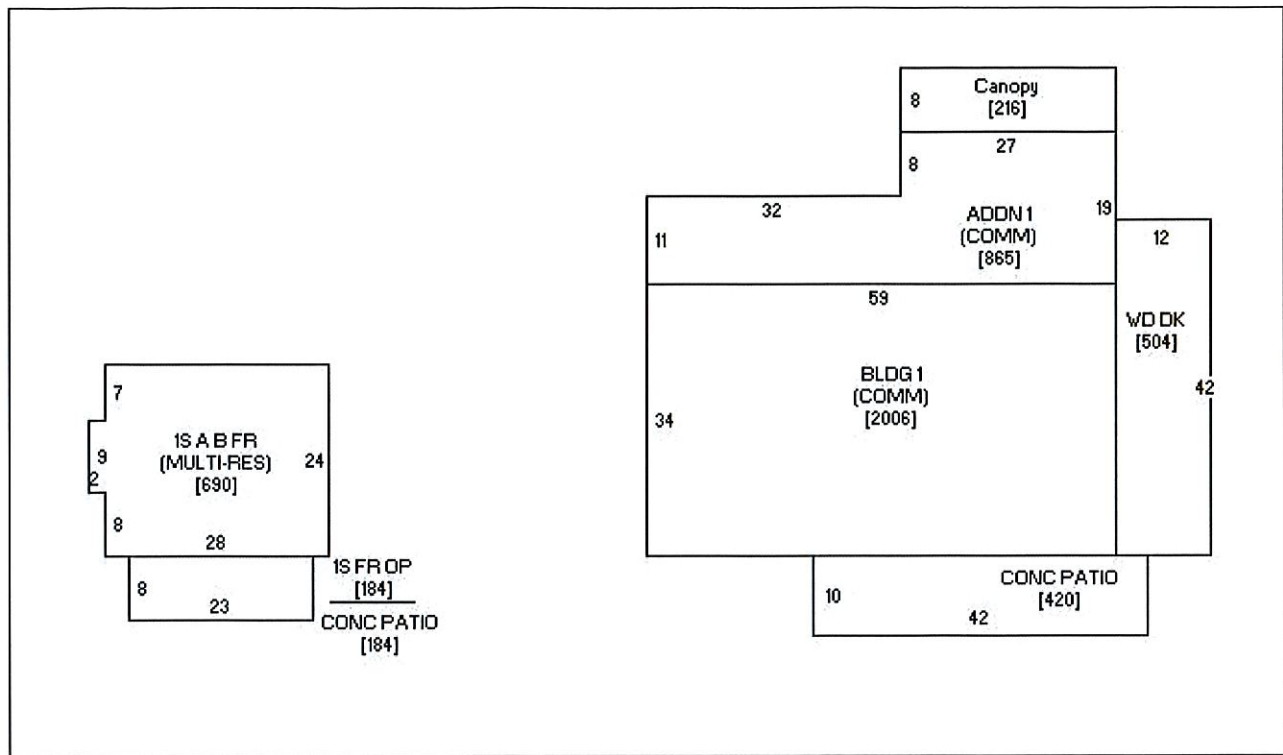
VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 Front/Doors: Incl. w / Base
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Struc Floor: 4" R'Concrete
 Floor Cover: Asphalt Tile
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

PLUMBING....Toilet Room (2)
 Water Closet (1)
 Sink-Kitchen (1)

ADJUSTMENTS..Bsmt Fin - kitchen/dining (865)

BLDG EXTRAS..1 Canopy: 216 SF, Frame
 YARD EXTRAS..Shed W20.00 x L30.00 600 SF, Frame



20270 OLD LINCOLN HWY, RICHARD FULLER PROPERTIES LLC, SERIES



20270 OLD LINCOLN HWY, RICHARD FULLER PROPERTIES LLC, SERIES, 1 06/09/2020

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



600ft x 600ft

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

As of:

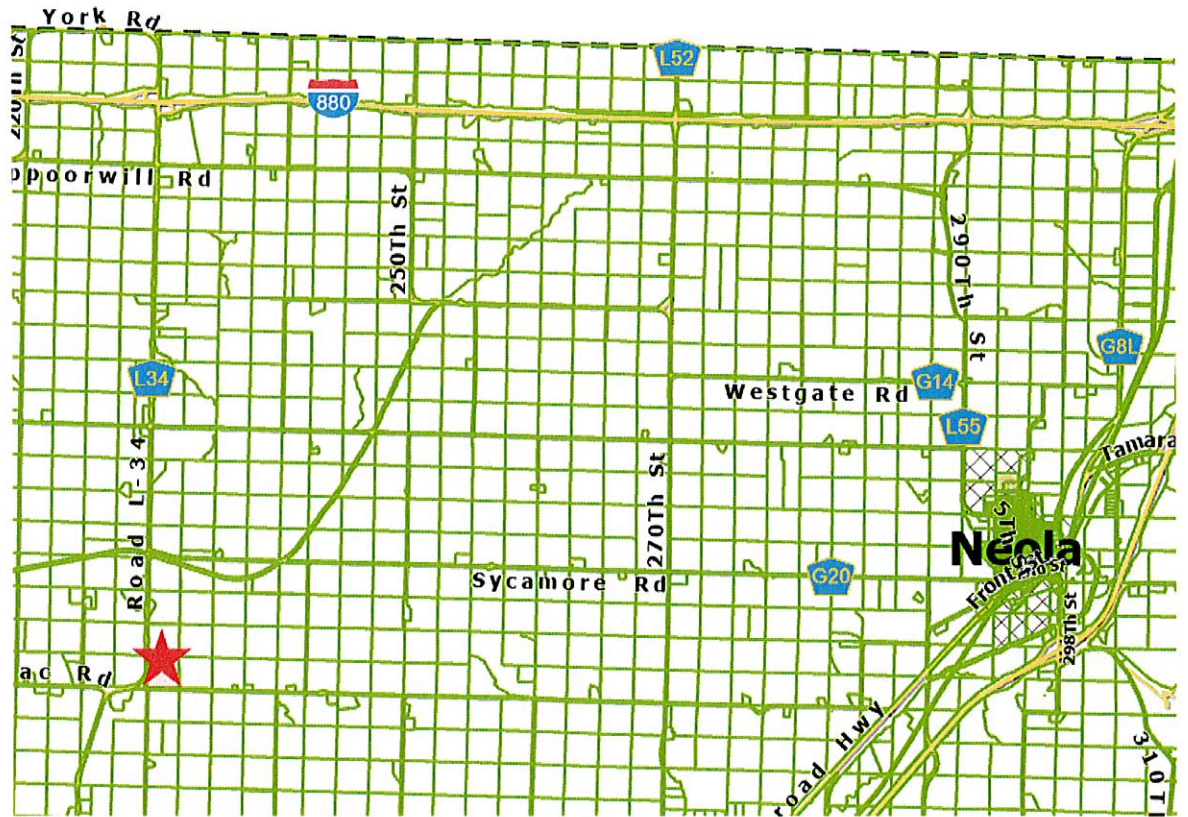
[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

Scheduled Sessions

**Matt Wyant/Director, Planning and Development
and/or Pam Kalstrup/Acting Director**

Public Hearing and First Consideration of Ordinance No. 2021-08, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) to a Class I-2 (General Industrial) District; and setting date for Second Consideration.

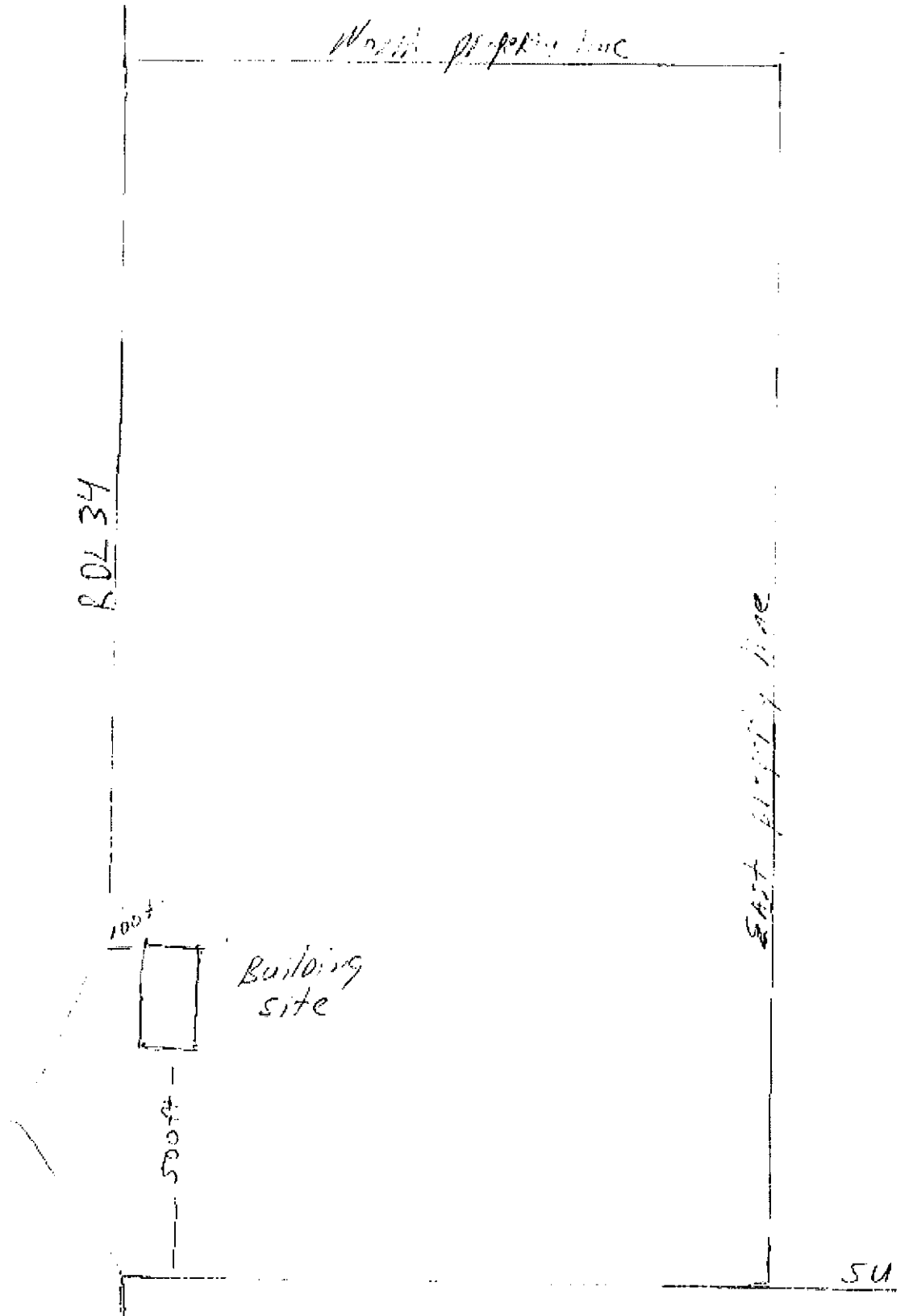
TO: Board of Supervisors
DATE: December 9, 2021
RE: #ZMA-2021-04
REQUEST: Zoning map amendment to reclassify approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class I-2 (General Industrial) District.
LOCATION: Boomer Township
Road L-34
25-77-43 SW SW & 26-77-43 SE SE LYING E & NE OF RDS
The subject property is located approximately 6 miles west of the Neola city limits on Road L-34.

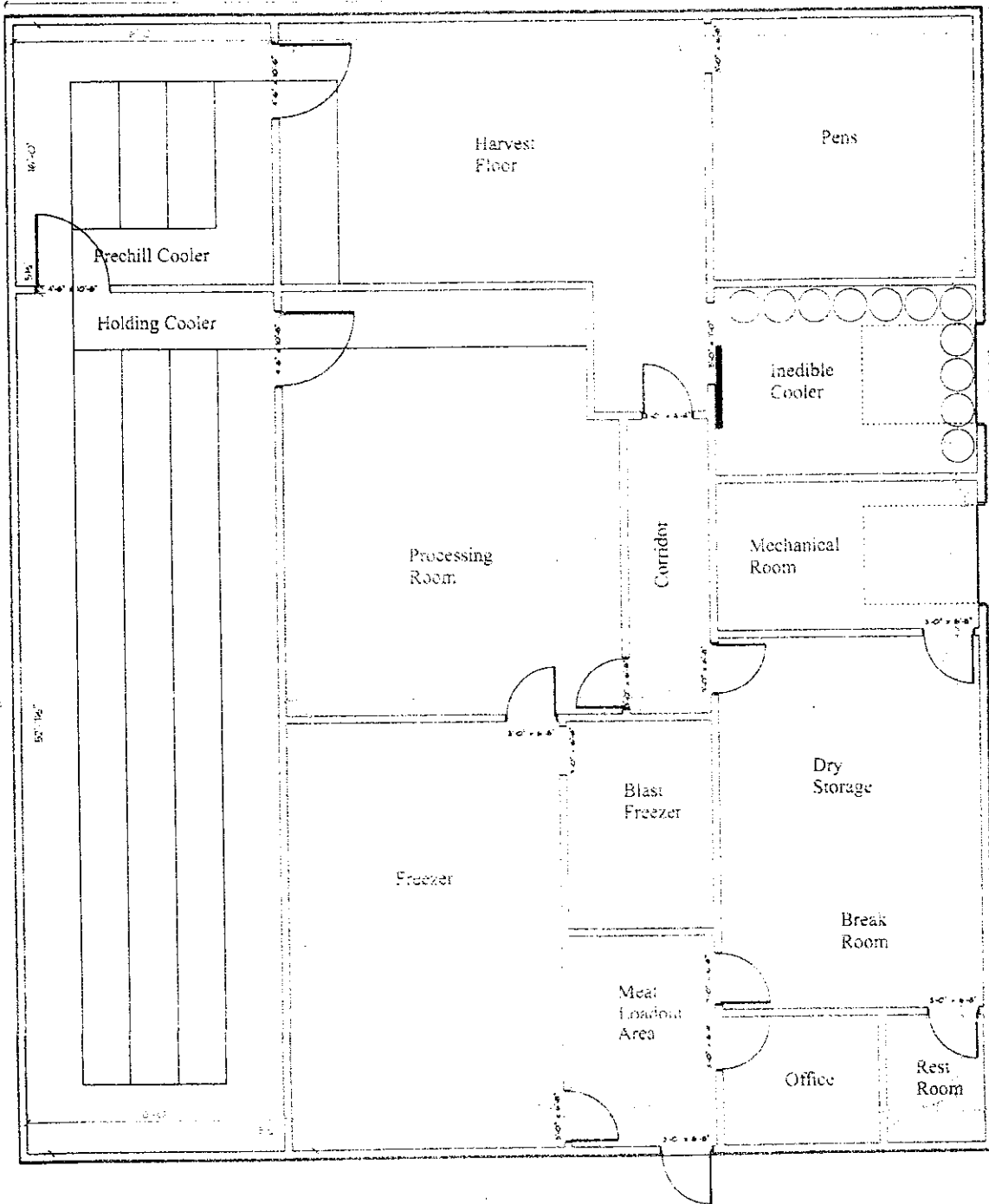


PROPERTY OWNER: Bertelsen Land LLC

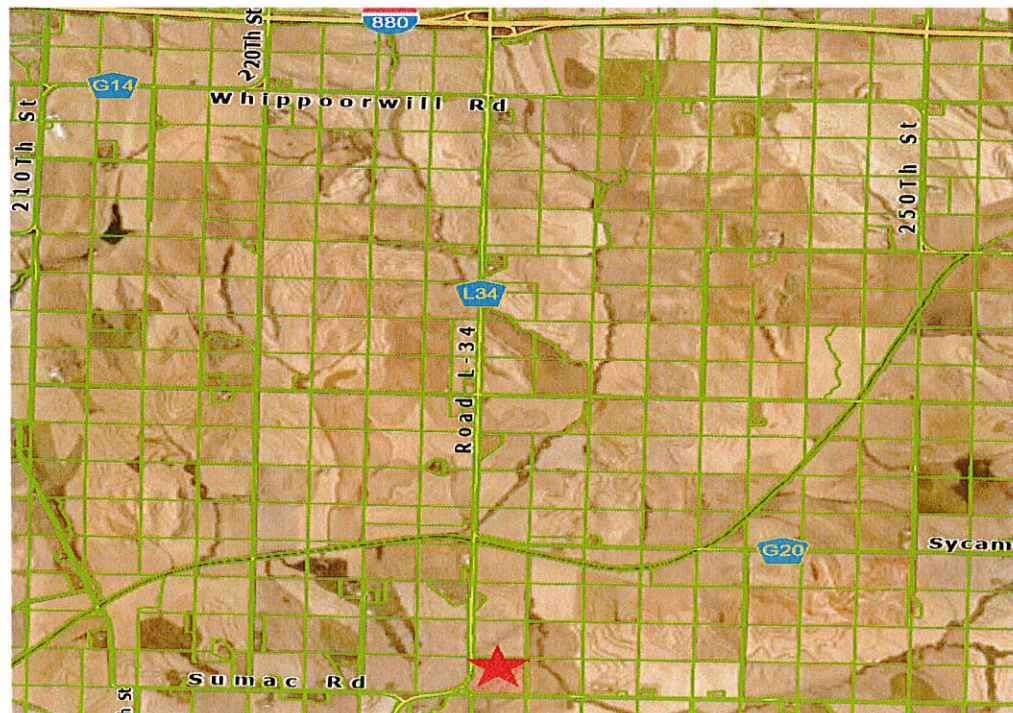
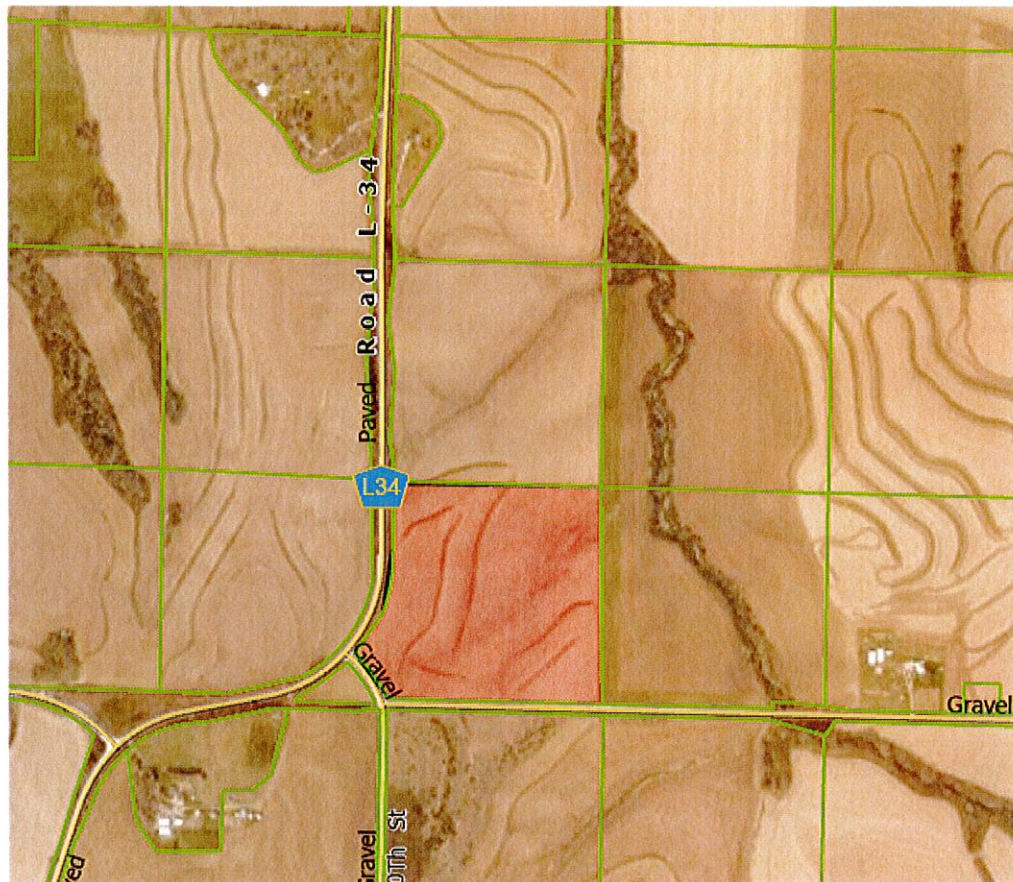
GENERAL INFORMATION: The applicant has requested that approximately 5 acres, which are currently zoned A-2 (Agricultural Production) District, be rezoned to I-2 (General Industrial) in order to construct a small scale slaughterhouse. A slaughterhouse is a Conditional Use in the I-2 Zoning District. If the ZMA is approved, the applicant will then need to secure Conditional Use approval from the Zoning Board of Adjustment.

PROPOSED SITE PLAN and BUILDING FLOOR PLAN:





SITE & AREA REVIEW: The majority of the properties in the immediate area are agricultural ground and a few rural residential acreages. The property is in approximately 4 miles south of I-880.



SITE REVIEW: The parcel is currently farm ground.

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

INDUSTRIAL AREAS

Future industrial usage is encouraged to locate in close proximity to major transportation routes within the 2-mile limit of Council Bluffs and ½-mile of each of the other communities or in specific rural areas such as along railroad or highway corridors. The types of industries that should be encouraged in these areas should include "light manufacturing" and "general industrial" types, such as high tech or agriculture related industries. These types of industries are typically clean and efficient in operation and provide varied classifications of employment opportunities.

ROADS & TRAFFIC: Access to the subject property is gained from Railroad Hwy, a paved county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 530 vehicles per day.

ZONING: 8.060.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class I-2 District, when authorized in accordance with the requirements of Chapter 8.096: (Ordinance #81-6/10-01-81)

.01 A

A. Abattoirs and slaughter houses or stock yards. (Ordinance #81-6/10-01-81)

COMMISSION

RECOMMENDATION: On November 17, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Bertelsen Land LLC to reclassify approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class I-2 (General Industrial) District, as filed under Case #ZMA-2021-04, be approved as submitted, with the following conditions:

1. Only the area of land that will be utilized for proposed use shall be reclassified as I-2 (approximately 5 acres TBD by a survey and sketch plat application).
2. There shall be a reversionary clause that should the proposed use not materialize, the property shall be reclassified back to A-2.

Motion by: Silkworth.

Second by: Wede.

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

CHAPTER 8.060
GENERAL INDUSTRIAL DISTRICT

8.060.010 INTENT: The Class I-2 District is intended primarily for those activities and uses of a heavy industrial nature. Since this is the least restrictive of any *district*, many uses are permissible which involve hazardous operations or circumstances, or create conditions of effects which, if not properly managed, could be unhealthy, offensive or injurious to workers or the public-at-large. For this reason and because of the performance standards set forth in this Ordinance provide only limited control, it is necessary that any application of a Class I-2 District in proper spatial relationship to adjoining *districts* in respect to prevailing winds, traffic routes, railway facilities and similar considerations. Land requirements for most general industrial uses generally dictates its application along major streets and highways, railroad lines, and other major transportation corridors of the County which generally lie close to other commercial and industrial districts. (*Ordinance #2015-05/12-18-2015*)

8.060.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class I-2 District: (*Ordinance #81-6/10-01-81*)

.01 A

- A. *Agricultural* grain and seed and stock feed drying, processing and storage. (*Ordinance #81-6/10-01-81*)
- B. Automobile and other vehicle assembly. (*Ordinance #81-6/10-01-81*)

.02 B

- A. Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for effective precipitation or recovery of dust. (*Ordinance #81-6/10-01-81*)
- B. Boiler shops. (*Ordinance #81-6/10-01-81*)
- C. Bottling plants. (*Ordinance #81-6/10-01-81*)
- D. Brick, tile or terra cotta manufacture. (*Ordinance #81-6/10-01-81*)
- E. Building of marine pleasure craft. (*Ordinance #81-6/10-01-81*)

.03 C

- A. Coal combustion residue landfills, which shall be located on property contiguous to the facility where the coal combustion residue is generated, subject to approval by the Iowa Department of Natural Resources and the [County Board](#). (*Ordinance #2006/9-15-06*)
- B. Commercial parking lots and *structures* for passenger vehicles in accordance with the provisions of Chapter 8.080. (*Ordinance #81-6/10-01-81*)

- C. Convenience stores, including package foods and picnic supplies. (Ordinance #81-6/10-01-81)
 - D. Cooperage works. (Ordinance #81-6/10-01-81)
 - E. Creameries, including wholesale manufacturing of ice cream. (Ordinance #81-6/10-01-81)
- .04 D
- A. *Demolition rubble waste disposal sites*, provided that no such disposal site shall be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (Ordinance #88-15/12-08-88)
 - B. Drop forge and forming industries manufacturing forgings with power hammers. (Ordinance #81-6/10-01-81)
- .05 E
- A. Electric power generators, including transformer stations or substations. (Ordinance #81-6/10-01-81)
- .06 F
- A. Feed and seed sales and storage, including *grain elevators*. (Ordinance #81-6/10-01-81)
 - B. Flammable liquids, underground storage only, not to exceed fifty thousand (50,000) gallons per storage unit, provided such storage units shall be located not less than three hundred (300) feet from any Class "R" or "C" District. (Ordinance #81-6/10-01-81)
- .07 G
- A. *Garages* for general motor vehicle repair, including major body and fender work, and overall painting and upholstering, but not including motor vehicle wrecking or used parts yards or outside storage of component parts. (Ordinance #81-6/10-01-81)
 - B. Governmental *structures* or uses including fire stations, libraries, police stations, post offices, substations and roadside rest areas; but excluding sanitary landfills or uses similar in their scope or effect. (Ordinance #81-6/10-01-81)
- .08 H
- .09 I
- A. Infectious medical waste incinerators and incinerators, subject to approval of the Iowa Department of Natural Resources and the [County Board](#), provided

that all portions of the operation shall be conducted within an enclosed building and further provided that no such use or structure shall be located closer than one thousand three hundred twenty (1,320) feet to any Class "R" District or platted residential subdivision or dwelling other than the lessee or owner of the site (*Ordinance #2004-14/07-01-04*)

- B. Iron or steel or fabrication plant and heavyweight casting foundries. (*Ordinance #81-6/10-01-81*)
- .10 J
- A. *Junk* yards, vehicle and industrial salvage yards, used lumber yards, salvaged wood yards, wrecking yards, and used parts yards; provided the operation is not located closer than three hundred (300) feet from any Class A-1 or "R" District or platted residential subdivision nor closer than two hundred (200) feet from any Class "C" District; and further provided the operation is conducted with a *yard* enclosed on all sides with a *sight obscuring fence*, not less than eight (8) feet high of uniform design and uniform color, which substantially screens the area in which *junk* and material stored or deposited from sight of the nearest *street* or *highway*. The fence must be kept in good repair and it shall not be used for advertising displays or *signs*. Suitable opaque gates are required, which shall be closed and shall be locked after business hours, or when the yard is unattended. Provided, however, a portion of any gate, not to exceed ten (10) feet in length, may be constructed on a non-opaque material to permit observation of the fenced premises after business hours. (*Ordinance #2004-14/07-01-04*)
- .11 K
- .12 L
- .13 M
- A. Manufacturing, assembling, packaging or comparable treatment of electric, electronic or gas appliances, instruments and devices of any kind, including kitchen appliances; small industrial instruments and devices; radios, phonographs, and television sets; cameras and other photographic equipment; musical instruments, toys, novelties, and rubber and metal hand stamps; medical, dental and drafting instruments; small precision instruments, such as barometers, clocks, watches and compasses; and including the manufacturing of small accessory parts, such as coils, condensers, transformers, crystal holders and similar products. (*Ordinance #81-6/10-01-81*)
 - B. Manufacturing, assembling, painting and repair of electric and neon signs, and outdoor advertising signs and structures. (*Ordinance #81-6/10-01-81*)
 - C. Manufacturing, compounding, processing, assembling, packaging, or other comparable treatment of articles or merchandise derived from previously prepared materials, specifically listed as follows: bone, canvas, cardboard,

cellophane, cloth, cord, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, natural or synthetic rubber, paper, plastic, precious or semi-precious metals or stones, shell, textiles, tobacco, wax, wood, yarns; and light metal mesh, pipe, rods, strips or wire. (*Ordinance #81-6/10-01-81*)

- D. Manufacturing, processing, packaging, or other comparable treatment of drugs, general pharmaceutical products, cosmetics, perfume, and toiletries. (*Ordinance #81-6/10-01-81*)
 - E. Manufacturing, processing, packaging, or other comparable treatment of pottery, figurines or other similar ceramic products, using only previously pulverized clay and kilns fired only by electricity or gas. (*Ordinance #81-6/10-01-81*)
- .14 N
- .15 O
- .16 P
- A. Plastic manufacturing. (*Ordinance #81-6/10-01-81*)
 - B. Processing, packaging, or other comparable treatment of bakery goods, candy, canned foods, processed dairy products, and other food products, except fish and meat products, sauerkraut, vinegar, yeast, and the rendering of refining of fats and oils. (*Ordinance #81-6/10-01-81*)
- .17 Q
- .18 R
- A. Railroad and freight stations, including freight classifications yards and repair shops; provided no such station, yard or shop shall be closer than two hundred (200) feet from any Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)
 - B. Restaurants, cafes, and drive-in eating and dining places. (*Ordinance #81-6/10-01-81*)
 - C. Rolling mills. (*Ordinance #81-6/10-01-81*)
- .19 S
- A. Sawmills, planing mills, including lumber yards and the manufacture of wood products not involving chemical treatment. (*Ordinance #81-6/10-01-81*)
 - B. *Service stations*, including dispensing of diesel fuels and complete truck service. (*Ordinance #81-6/10-01-81*)

- C. Sexually oriented businesses, subject to the terms of Chapter 3.55, Sexually Oriented Businesses Ordinance, Pottawattamie County, Iowa. (*Ordinance #2003-12/10-03-03*)
- D. Soap manufacture. (*Ordinance #81-6/ 10-01-81*)
- E. Stone polish manufacture. (*Ordinance #81-6/10-01-81*)
- .20 T
- A. Towers with a height not exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10/12/07*)
- B. Transformer stations, booster stations, and utility stations; including utility yard and *garage* for service or storage. (*Ordinance #81-6/10-01-81*)
- .21 U
- .22 V
- .23 W
- A. Welding, blacksmithing, or other metal working shops, employing reciprocating hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)
- .24 X
- .25 Y
- .26 Z

8.060.030 **CONDITIONAL USES:** The following *conditional uses* shall be permitted in a Class I-2 District, when authorized in accordance with the requirements of Chapter 8.096: (*Ordinance #81-6/10-01-81*)

- .01 A
 - A. Abattoirs and slaughter houses or stock yards. (*Ordinance #81-6/10-01-81*)
 - B. Alfalfa drying, processing and storage and sales. (*Ordinance #81-6/10-01-81*)
 - C. Asbestos, cement, gypsum, lime or plaster of paris manufacture. (*Ordinance #81-6/10-01-81*)
- .02 B
- .03 C

- A. Chemical and acid manufacturing, processing and wholesale storage. *(Ordinance #81-6/10-01-81)*
- .04 D
- A. *Demolition rubble waste sites, which such disposal site may be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (Ordinance #88-15/12-08-86)*
- .05 B. Distillation of bones. *(Ordinance #81-6/10-01-81)*
E
- A. Explosive manufacture or storage. *(Ordinance #81-6/10-01-81)*
- .06 F
- A. Fat rendering. *(Ordinance #81-6/10-01-81)*
 - B. Fertilizer and/or agricultural chemical manufacture, blending and storage. *(Ordinance #81-6/10-01-81)*
- .07 G
- A. Glue, size or gelatin manufacture. *(Ordinance #81-6/10-01-81)*
 - B. Garbage, offal or dead animal reduction or dumping. *(Ordinance #81-6/10-01-81)*
 - C. Gas manufacture and cylinder recharging. *(Ordinance #81-6/10-01-81)*
- .08 H
- .09 I
- .10 J
- .11 K
- .12 L
- .13 M
- .14 N
- .15 O
- .16 P
- A. Paper and pulp manufacture. *(Ordinance #81-6/10-01-81)*

- B. Petroleum and minerals or their products, exploration, extraction, refining, or wholesale storage of, including asphalt manufacturing or refining plants. *(Ordinance #81-6/10-01-81)*
- .17 Q
- .18 R
 - A. Rubber goods manufacture. *(Ordinance #81-6/10-01-81)*
- .19 S
 - A. Sand and gravel pits, or quarries. *(Ordinance #81-6/10-01-81)*
 - B. Smelting and alloying of tin, copper, zinc or iron ores. *(Ordinance #81-6/10-01-81)*
 - C. Solid waste transfer stations. *(Ordinance #81-6/10-01-81)*
- .20 T
 - A. Tannery or the curing or storage of raw hides. *(Ordinance #81-6/10-01-81)*
 - B. Transmitting stations and towers, exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. *(Ordinance #2007-09/10-12-07)*
- .21 U
- .22 V
- .23 W
 - A. Wholesale fuel supply outlet or distributor. *(Ordinance #81-6/10-01-81)*
- .24 X
- .25 Y
- .26 Z

8.060.040 ACCESSORY USES: The following **accessory uses** shall be permitted in a Class I-2 District: *(Ordinance #81-6/10-01-81)*

- .01 **Accessory uses** and structures normally incidental and subordinate to one of the permitted *principal* or *conditional uses*, unless otherwise excluded. *(Ordinance #81-6/10-01-81)*
- .02 Display *signs*, subject to the provisions of Chapter 8.090. *(Ordinance #81-6/10-01-81)*

.03 Outdoor advertising signs and billboards, subject to the provisions of Chapter 8.090.

8.060.050 OFF-STREET PARKING AND LOADING: *Off-street parking and loading spaces* shall be provided in accordance with Chapter 8.080 for permitted *principal and conditional uses* in a Class I-2 District. (Ordinance #81-6/10-01-81)

8.060.060 HEIGHT REQUIREMENTS: The maximum height of *buildings and structures* in a Class I-2 District shall be seventy-five (75) feet, provided that no *building or structure* within two hundred (200) feet of any Class "R" District or platted residential subdivision shall exceed forty-five (45) feet in height. (Ordinance #2004-14/07-01-04)

8.060.070 SETBACK REQUIREMENTS: The *setback* requirements for *buildings and structures* in a Class I-2 District shall be as follows: (Ordinance #81-6/10-01-81)

.01 The *front yard setback* shall be a minimum of twenty-five (25) feet. (Ordinance #81-6/10-01-81)

.02 The *side yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)

.03 The *rear yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. No *rear yard setback* shall be required when the *rear yard* adjoins a railroad *right-of-way*. (Ordinance #2004-14/07-01-04)

.04 The minimum *setback* between *buildings* situated on the same site shall be ten (10) feet. (Ordinance #81-6/10-01-81)

8.060.080 LOT SIZE AND COVERAGE REQUIREMENTS: The minimum *lot size* and maximum *lot coverage* for uses in a Class I-2 District shall be as follows, except as provided in Section 8.004.030 for *lots not having common water and/or sewer facilities*: (Ordinance #81-6/10-01-81)

	USE	MINIMUM LOT			MAXIMUM LOT
		AREA	WIDTH	DEPTH	COVERAGE
.01	Any Permitted Use	1.0 Acres	80'	100'	70%

(Ordinance #81-6/10-01-81)

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 #2021-08

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-08**

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class I-2 (General Industrial) 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) District to a Class I-2 (General Industrial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

A part of 20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW (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

Justin Schultz

Lynn Grobe

Ordinance #2021-08

Brian Shea

Tim Wichman

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



NOTICE OF PUBLIC HEARING PUBLISHED:	December 9, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	December 14, 2021
FIRST CONSIDERATION:	December 14, 2021
SECOND CONSIDERATION:	December 21, 2021
PUBLICATION:	December 30, 2021
RECORD:	December 31, 2021

Grant Anderson/MAPA

**Discussion and/or decision to approve Cornerstone
Commercial Contractors pay application no. 6 for
Carson/Macedonia downtown rehab.**

Current Obligations by Activity

<u>Activity</u>	<u>Total</u>	<u>Carson</u>	<u>Macedonia</u>
Construction	\$ 566,705.00	\$ 387,431.00	\$ 179,274.00
Architecture	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00
Asbestos Inspections	\$ 2,350.00	\$ 2,350.00	\$ -
Asbestos Abatement	\$ 20,040.00	\$ 13,226.00	\$ 6,814.00
TOTAL	\$ 724,095.00	\$ 470,507.00	\$ 253,588.00

Costs to Date by Activity

<u>Activity</u>	<u>Total</u>	<u>Carson</u>	<u>Macedonia</u>
Construction	\$ 315,531.95	\$ 178,948.98	\$ 136,582.97
Architecture	\$ 93,096.06	\$ 46,548.03	\$ 46,548.03
Asbestos Inspections	\$ 2,350.00	\$ 2,350.00	\$ -
Asbestos Abatement	\$ -	\$ -	\$ -
TOTAL	\$ 410,978.01	\$ 227,847.01	\$ 183,131.00

Remaining Costs by Activity

<u>Activity</u>	<u>Total</u>	<u>Carson</u>	<u>Macedonia</u>
Construction	\$ 251,173.05	\$ 208,482.02	\$ 42,691.03
Architecture	\$ 41,903.94	\$ 20,951.97	\$ 20,951.97
Asbestos Inspections	\$ -	\$ -	\$ -
Asbestos Abatement	\$ 20,040.00	\$ 13,226.00	\$ 6,814.00
TOTAL	\$ 313,116.99	\$ 242,659.99	\$ 70,457.00

Anticipated Funding Distribution of Remaining Expenditures

	<u>Expenditures</u>	<u>CDBG Portion</u>	<u>CITIES Portion</u>	<u>Owners Portion</u>
Construction	\$ 251,173.05	\$ 108,148.10	\$ 102,980.95	\$ 40,044.00
Architecture	\$ 41,903.94	\$ 20,951.97	\$ 20,951.97	\$ -
Other	\$ 20,040.00	\$ 11,823.60	\$ 8,216.40	\$ -
TOTAL	\$ 313,116.99	\$ 140,923.67	\$ 132,149.32	\$ 40,044.00

PAYMENT APPLICATION

TO: Pottawattamie County, Iowa 227 South 6th St Council Bluffs, IA 51501	PROJECT NAME AND LOCATION: Carson Macedonia Façade CDBG Pottawattamie County, Iowa Façade Re various locations Macedonia, Iowa and Carson, Iowa	APPLICATION # 6 PERIOD THRU: 11/22/2021 PROJECT #s: Pott County Façade	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: Cornerstone Commercial Contractors, Inc. 401 7th St Corning, Iowa 50841	ARCHITECT: The Franks Design Group 410 First Street Glenwood, Iowa 51534	DATE OF CONTRACT: 03/10/2021	
FOR: façade rehabilitation			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$464,670.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$464,670.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$332,138.89
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$16,124.69
b. 5.00% of Material Stored (Column F on Continuation Page)	\$482.25
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$16,606.94
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$315,531.95
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$276,859.53
8. PAYMENT DUE	\$38,672.42
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$149,138.05

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: _____ Date: _____
Jason Kentner, owner

State of: Iowa

County of: Adams

Subscribed and sworn to before

me this 22nd day of November 2021

Notary Public: Jaime Johnston

My Commission Expires: 01-19-2022

Jason
Kentner
r

Digitally signed
by Jason
Kentner
Date:
2021.11.22
13:27:29 -06'00'

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... **# 38,672.42**

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  Peter G. Franks, AIA, NCARB

By: _____ Date: **11/30/2021**

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 6
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 11/22/2021
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 11/22/2021
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	The Painted Camel 320 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
1a	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
1b	Aluminum storefront	\$8,952.00	\$8,056.80	\$895.20	\$0.00	\$8,952.00	100%	\$0.00	
1c	Paint	\$2,694.00	\$2,020.50	\$673.50	\$0.00	\$2,694.00	100%	\$0.00	
1d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1f	General conditions, overhead and	\$4,161.00	\$3,536.85	\$624.15	\$0.00	\$4,161.00	100%	\$0.00	
1g	Allowance #1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
2	Pioneer Trail Museum Annex 318	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2a	Masonry	\$5,882.00	\$5,882.00	\$0.00	\$0.00	\$5,882.00	100%	\$0.00	
2b	Carpentry	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
2c	Aluminum storefront	\$8,200.00	\$7,380.00	\$820.00	\$0.00	\$8,200.00	100%	\$0.00	
2d	Paint	\$2,679.00	\$803.70	\$1,875.30	\$0.00	\$2,679.00	100%	\$0.00	
2e	Misc materials	\$1,000.00	\$500.00	\$500.00	\$0.00	\$1,000.00	100%	\$0.00	
2f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2g	General condtions, overhead and	\$4,984.00	\$3,488.80	\$1,495.20	\$0.00	\$4,984.00	100%	\$0.00	
3	Pioneer Trail Museum Storage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
3a	Carpentry	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3b	Paint	\$3,579.00	\$2,863.20	\$715.80	\$0.00	\$3,579.00	100%	\$0.00	
3c	Door Rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
3d	Misc materials	\$1,000.00	\$750.00	\$250.00	\$0.00	\$1,000.00	100%	\$0.00	
3e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
3f	General condtions, overhead and	\$2,227.00	\$1,558.90	\$668.10	\$0.00	\$2,227.00	100%	\$0.00	
4	314 Bulding 314 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4a	Masonry	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00	100%	\$0.00	
4b	Carpentry	\$3,500.00	\$0.00	\$700.00	\$0.00	\$700.00	20%	\$2,800.00	
4c	Paint	\$4,739.00	\$1,658.65	\$1,895.60	\$0.00	\$3,554.25	75%	\$1,184.75	
4d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,700.00	
4e	Misc materials	\$1,000.00	\$0.00	\$500.00	\$0.00	\$500.00	50%	\$500.00	
SUB-TOTALS		\$88,837.00	\$70,039.40	\$11,612.85	\$0.00	\$81,652.25	92%	\$7,184.75	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 6
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 11/22/2021
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 11/22/2021
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			COMPLETED WORK			TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
4f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
4g	General condions, overhead and	\$4,847.00	\$2,084.21	\$1,551.04	\$0.00	\$3,635.25	75%	\$1,211.75	
5	312 Building 312 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Masonry	\$13,680.00	\$13,680.00	\$0.00	\$0.00	\$13,680.00	100%	\$0.00	
5b	Carpentry	\$3,500.00	\$0.00	\$700.00	\$0.00	\$700.00	20%	\$2,800.00	
5c	Paint	\$4,739.00	\$1,658.65	\$0.00	\$0.00	\$1,658.65	35%	\$3,080.35	
5d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,700.00	
5e	Glazing	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$400.00	
5f	Misc materials	\$1,000.00	\$0.00	\$500.00	\$0.00	\$500.00	50%	\$500.00	
5g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
5h	General condions, overhead and	\$5,935.00	\$2,967.50	\$296.75	\$0.00	\$3,264.25	55%	\$2,670.75	
6	Treynor State Bank 310 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6a	Masonry	\$9,240.00	\$9,240.00	\$0.00	\$0.00	\$9,240.00	100%	\$0.00	
6b	Carpentry	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$500.00	
6c	Paint	\$2,719.00	\$2,719.00	\$0.00	\$0.00	\$2,719.00	100%	\$0.00	
6d	Misc materials	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100%	\$0.00	
6e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
6f	General condions, overhead and	\$3,423.00	\$2,498.79	\$581.91	\$0.00	\$3,080.70	90%	\$342.30	
7	Stempl Bird Museum 311 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7a	Masonry	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100%	\$0.00	
7b	Window rehab	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	
7c	Door rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
7d	Paint	\$1,241.00	\$1,241.00	\$0.00	\$0.00	\$1,241.00	100%	\$0.00	
7e	Carpentry	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
7f	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7h	General condions, overhead and	\$2,940.00	\$2,940.00	\$0.00	\$0.00	\$2,940.00	100%	\$0.00	
8	The Barn 106-110 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8a	Masonry	\$20,934.00	\$19,887.30	\$1,046.70	\$0.00	\$20,934.00	100%	\$0.00	
SUB-TOTALS		\$181,435.00	\$142,755.85	\$17,289.25	\$0.00	\$160,045.10	88%	\$21,389.90	

CONTINUATION PAGE

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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
8b	Carpentry	\$7,500.00	\$7,125.00	\$375.00	\$0.00	\$7,500.00	100%	\$0.00	
8c	Aluminum storefront/door	\$12,000.00	\$10,800.00	\$1,200.00	\$0.00	\$12,000.00	100%	\$0.00	
8d	Paint	\$1,419.00	\$0.00	\$709.50	\$0.00	\$709.50	50%	\$709.50	
8e	Misc materials	\$1,000.00	\$500.00	\$0.00	\$0.00	\$500.00	50%	\$500.00	
8f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
8g	General condions, overhead and	\$9,302.00	\$6,883.48	\$1,488.32	\$0.00	\$8,371.80	90%	\$930.20	
8h	Alternate #1	\$2,804.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,804.00	
9	124 Cenpro 124 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
9a	Masonry	\$13,080.00	\$13,080.00	\$0.00	\$0.00	\$13,080.00	100%	\$0.00	
9b	Aluminum storefront	\$10,329.00	\$9,296.10	\$1,032.90	\$0.00	\$10,329.00	100%	\$0.00	
9c	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
9d	Paint	\$1,164.00	\$0.00	\$1,164.00	\$0.00	\$1,164.00	100%	\$0.00	
9e	Misc materials	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100%	\$0.00	
9f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
9g	General condions, overhead and	\$6,746.00	\$4,992.04	\$1,753.96	\$0.00	\$6,746.00	100%	\$0.00	
10	The Lodge 126 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
10a	Painting	\$1,779.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,779.00	
10b	Misc materials	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	
10c	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
10d	General condions, overhead and	\$1,287.00	\$38.61	\$180.18	\$0.00	\$218.79	17%	\$1,068.21	
10e	Allowance #2	\$46,500.00	\$0.00	\$4,650.00	\$0.00	\$4,650.00	10%	\$41,850.00	
10f	Allowance #3	\$3,650.00	\$0.00	\$3,650.00	\$0.00	\$3,650.00	100%	\$0.00	
10g	Alternate #2	\$3,800.00	\$0.00	\$3,800.00	\$0.00	\$3,800.00	100%	\$0.00	
11	126 Building East 126 Broadway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11a	Masonry	\$48,960.00	\$48,960.00	\$0.00	\$0.00	\$48,960.00	100%	\$0.00	
11b	Carpentry	\$3,750.00	\$2,812.50	\$0.00	\$0.00	\$2,812.50	75%	\$937.50	
11c	Paint	\$1,619.00	\$0.00	\$1,619.00	\$0.00	\$1,619.00	100%	\$0.00	
11d	Wood windows	\$9,645.00	\$0.00	\$0.00	\$9,645.00	\$9,645.00	100%	\$0.00	
11e	Wood door	\$3,426.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,426.00	
SUB-TOTALS		\$380,695.00	\$254,743.58	\$39,912.11	\$9,645.00	\$304,300.69	80%	\$76,394.31	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 6
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 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
11f	Door rehab	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$900.00	
11g	Misc materials	\$1,000.00	\$0.00	\$500.00	\$0.00	\$500.00	50%	\$500.00	
11h	Performance Bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
11i	General condions, overhead and	\$14,785.00	\$10,940.90	\$295.70	\$0.00	\$11,236.60	76%	\$3,548.40	
12	US Bank 113 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
12a	Masonry	\$9,840.00	\$9,840.00	\$0.00	\$0.00	\$9,840.00	100%	\$0.00	
12b	Glass	\$1,000.00	\$300.00	\$0.00	\$0.00	\$300.00	30%	\$700.00	
12c	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12d	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12e	General condions, overhead and	\$2,452.00	\$1,961.60	\$0.00	\$0.00	\$1,961.60	80%	\$490.40	
13	119 Building 119 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
13a	Masonry	\$16,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,200.00	
13b	Aluminum storefront/door	\$12,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,400.00	
13c	Carpentry	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,500.00	
13d	Paint	\$3,199.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,199.00	
13e	Misc materials	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	
13f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
13g	General condions, overhead and	\$8,699.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,699.00	
<p>CHANGE ORDER #C1 APPROVED 11/30/21 NOT REFLECTED IN THIS APPLICATION: WILL BE INCLUDED IN PAY APP # 7.</p>									
TOTALS		\$464,670.00	\$281,786.08	\$40,707.81	\$9,645.00	\$332,138.89	71%	\$132,531.11	

BUDGET FY		General Accounting Expenditure								DOCUMENT NUMBER						
		DATE		ACCTG PERIOD (mm/yy)												
				12/21												
VENDOR CODE				AGENCY NAME												
VENDOR NAME AND ADDRESS				BILL TO ADDRESS (ORDERING AGENCY)				SHIP TO ADDRESS								
Pottawattamie County 227 South 6th Street Council Bluffs, IA 51501				Iowa Department of Economic Development 1963 Bell Ave. Des Moines, Iowa 50315												
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED								
								DATE INITIALS								
QUANTITY				VENDOR'S INVOICE NUMBER												
				Report Number: 8												
ORDERED	RECEIVED	UNIT OF MEASURE							UNIT PRICE	TOTAL PRICE						
			Request for CDBG Payment No. 8 Contract Number: 18-DTR-004							22,739.00						
			MAPA #4 - Invoice No. ____ - 18-DTR-004-181 Cornerstone Comm. Contractors #6 - 18-DTR-004-116													
								DOCUMENT TOTAL		22,739.00						
CLAIMANT'S CERTIFICATION								AGENCY CERTIFICATION								
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.								I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:								
DATE								CODE OR CHAPTER SECTION(S)								
TITLE																
CLAIMANT'S SIGNATURE								AUTHORIZED SIGNATURE								
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX)	DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY				
GAX																
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	LEFT IND	TEXT -po's only (Y/N)			TEXT (po's only)								
				Y												
REF DOC TYPE	REF DOC NUMBER		REF DOC LINE		COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT						
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4710				4125									
02																
03																
04																
05																
06																
07																
												DOCUMENT TOTAL				

Lea Voss / Treasurer

**Discussion and/or decision to approve tax suspension
pursuant to Iowa Code Section 427.9, for property
located at 3313 7th Ave, Council Bluffs, Iowa.**

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

7544 34 160 001

--- Permanent Property Address ---	----- Mailing Address -----
EHLERS, ROBERT D-JANET R	EHLERS, ROBERT D-JANET R
3313 7TH AVE	3313 7TH AVE
COUNCIL BLUFFS, IA 51501	COUNCIL BLUFFS, IA 51501

District: 000 CO BLUFFS CITY/CO BLUFFS

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754434160001>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

OMAHA ADD EXC E 1/3 FT LT 9 BLK 19 AND ELY 1/2 VACATED N-S ALLEY

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value				
2021	Res. Land	Dwelling	Total	Class
Full Value	\$20,100	\$61,400	\$81,500	R
Exempt	\$0	\$0	\$0	R
Net Total	\$20,100	\$61,400	\$81,500	R

Prior Year Value				
2020	Res. Land	Dwelling	Total	Class
Full Value	\$16,100	\$55,800	\$71,900	R
Exempt	\$0	\$0	\$0	R
Net Total	\$16,100	\$55,800	\$71,900	R

===== EXEMPTIONS/CREDITS APPLIED =====

2020 HOMESTEAD

2021 HOMESTEAD

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

- 1 C EHLERS, ROBERT D-JANET R book/page: 103/44878 C
- 2 D CROCKER, GENE book/page: 101/59445 D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page
01/27/2006	0	<u>D017</u>	0106/15461
01/31/2003	70000	<u>C000</u>	0103/44878

===== ASSESSMENT DATA =====

PDF: 4 MAP: 17

Date Reviewed: 09/30/20 EK

LAND.....5376 sqFt .12 acres

Lot 1: Frontage	Rear	Side-1	Side-2	Rear-Lot
42	42	128	128	

Residence 1 of 1 -- Single-Family

BUILDING.....1 Story Frame 4/0 Rooms Above/Below 2/0 Bedrooms Above/Below 672 SF Base

Built:1951 Above Normal Bsmt: None Bsmt Finish: None Attic Finish: None

FINISH.....Foundation: C Blk Exterior: Vinyl Roof: Asph / Gable

Interior: Drwl Flooring: Carpet / Vinyl

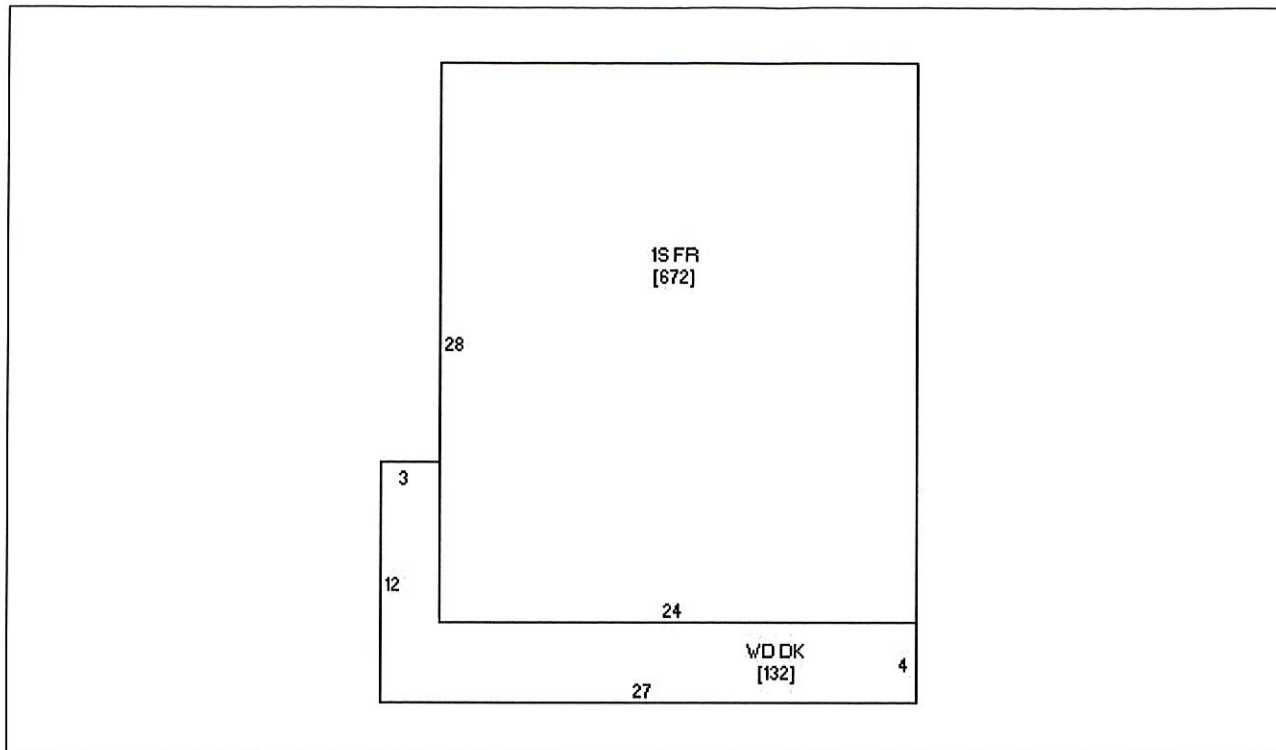
PLUMBING.....1 Shower Stall Bath 1 No Bathroom

BUILT INS....1 Microwave

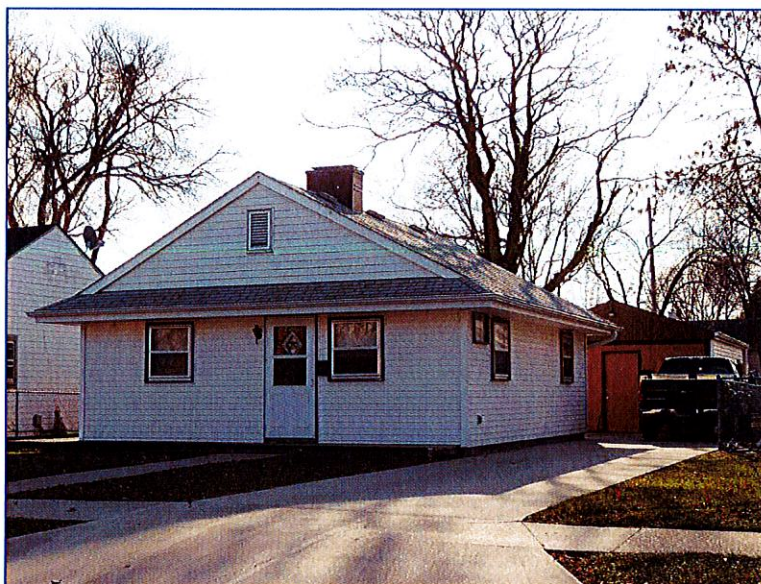
DECK/PATIOS..132 SF Wood Deck-Low

GARAGES(1)...1 Detached

Garage 1: 384 SF Det Frame 16x24 Built: 1951



3313 7TH AVE, EHLERS, ROBERT D-JANET R



3313 7TH AVE, EHLERS, ROBERT D-JANET R, 1 12/22/2015

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



600ft x 600ft

[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](#)

NOTICE OF ACTION

Case Number: 12035618

Robert D Ehlers
3313 7TH AVE
COUNCIL BLUFFS, IA 51501

Worker ID: 50MMPTWO77
Worker Name: WISA NON MAGI TEAM
Worker Phone: (712) 255-2621



Please review the entire notice. If you have questions, call your worker see above or at (877) 259-4992.

Your application is approved for Medical Assistance for the following persons: Robert D. Ehlers. Benefits are determined on an individual basis.

Robert D. Ehlers has been approved for Medicaid beginning 12/01/2021.

You get SSI or State Supplementary Assistance or you live in a facility in which the Department of Human Services is paying some or all of the cost. You may not have to pay property taxes at this time. Take this notice to your county Board of Supervisors to discuss having your property taxes delayed.

County Board of Supervisors
712-328-5644

Necker / Andrew

These rules apply: 441 Iowa Admin. Code 427.9, 76.5(249A), 75.21(5)"o", 75.13(249A), 75.1(43);

You have the right to ask for an appeal. For information on how to appeal, see the last page of this notice or go online to www.dhs.iowa.gov.

What is an appeal?

An appeal is asking for a hearing because you do not like a decision the Department of Human Services (DHS) makes. You have the right to file an appeal if you disagree with a decision. You do not have to pay to file an appeal. [441 Iowa Administrative Code Chapter 7].

How do I appeal?

Filing an appeal is easy. You can appeal in person, by telephone or in writing for Food Assistance, Child Care Assistance, Family Investment Program or Medicaid. You must appeal in writing for all other programs by doing one of the following:

- Complete an appeal electronically at <https://dhs.iowa.gov/node/966>, or
- Write a letter telling us why you think a decision is wrong, or
- Fill out an Appeal and Request for Hearing form. You can get this form at your county DHS office.

Send or take your appeal to the Department of Human Services, Appeals Section, 5th Floor, 1305 E Walnut Street, Des Moines, Iowa 50319-0114. If you need help filing an appeal, ask your county DHS office.

How long do I have to appeal?

For Food Assistance or Medicaid, you have 90 calendar days to file an appeal from the date of a decision. For all other programs, you must file an appeal:

- Within 30 calendar days of the date of a decision or
- Before the date a decision goes into effect

If you file an appeal more than 30 but less than 90 calendar days from the date of a decision, you must tell us why your appeal is late. If you have a good reason for filing your appeal late, we will decide if you can get a hearing. If you file an appeal 90 days after the date of a decision, we cannot give you a hearing.

Can I continue to get benefits when my appeal is pending?

You may keep your benefits until an appeal is final or through the end of your certification period if you file an appeal within 10 calendar days of the date the notice is received. A notice is considered to be received 5 calendar days after the date on the notice. For the Family Investment Program, Child Care Assistance and Medicaid, benefits can also continue if you file an appeal before the date a decision goes into effect. Any benefits you get while your appeal is being decided may have to be paid back if the Department's action is correct.

How will I know if I get a hearing?

You will get a hearing notice that tells you the date and time a telephone hearing is scheduled. You will get a letter telling you if you do not get a hearing. This letter will tell you why you did not get a hearing. It will also explain what you can do if you disagree with the decision to not give you a hearing.

Can I have someone else help me in the hearing?

You or someone else, such as a friend or relative can tell why you disagree with the Department's decision. You may also have a lawyer help you, but the Department will not pay for one. Your county DHS office can give you information about legal services. The cost of legal services will be based on your income. You may also call Iowa Legal Aid at 1 800 532 1275. If you live in Polk County, call 243 1193.

Policy Regarding Discrimination, Harassment, Affirmative Action, and Equal Employment Opportunity

It is the policy of the Iowa Department of Human Services (DHS) to provide equal treatment in employment and provision of services to applicants, employees and clients without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, age, disability, political belief or veteran status.

If you feel DHS has discriminated against or harassed you, please send a letter detailing your complaint to: Iowa Department of Human Services, Hoover Building 5th Floor – Bureau of Policy Coordination, 1305 E Walnut, Des Moines, IA 50319-0114 or via email contactdhs@dhs.state.ia.us

(Food Assistance only) USDA, Office of the Secretary for Civil Rights, 1400 Independence Ave SW Washington, DC 20250-9410, or call 866-632-9992. Individuals who are hearing impaired or have speech disabilities may use the Federal Relay Service at 800-877-8339.

Additional Information: Health Insurance Portability and Accountability Act (HIPAA) information can be found online at <https://dhs.iowa.gov/hipaa>.

**Wendy Mueller/Executive Director, West Central
Community Action**

**Presentation/Update to Board on West Central
Community Action; Discussion and/or Decision
to approve and authorize Chairman to sign 28E
Agreement for Funding for Services Between
West Central Community Action and
Pottawattamie County, Iowa.**

Pottawattamie County Funding Request

Request Date 12/14/21

Board Meeting Date 12/14/21

Organization Name: West Central Community Action (WCCA)

Are you a nonprofit organization (If yes, what type 501c3, I.E.)? Yes / No

Are you a registered not-for-profit? Yes No

Organization Mailing Address: PO Box 709, Harlan IA 51537

Program or Project Name: WCCA Pottawattamie Outreach Services

Contact Person: Wendy Mueller

Title: Executive Director

Telephone: 712-755-5135

E-Mail: wmueller@westcca.org

Dollar Amount Requested: \$15,000

County Fiscal Year 2022

Total Program/Project Cost: 102,354.00

Will County funding be leveraged with matching funds from another source? Yes No

Summary of Funding Request and Project Goals and Objectives:

The funds WCCA receives from the County Board of Supervisors are vitally important. The funds will be utilized as outlined in the 28E Agreement in one or more of the following ways: Outreach services, administrative and indirect costs, local match requirements for WCCA programs, and/or support additional funding needs of WCCA programs serving residents of Pottawattamie County.

Describe the Public Purpose(s) and specifically identify the Economic Development that will be served by the funding:

The purpose of the funding is to achieve goals in advancing community development and improving social and economic conditions for individuals and families with limited resources in Pottawattamie County. The goal is to serve low-income individuals and families through programs and services including: Early Childhood Programs, Family Support Services, Health and Nutrition Education, Child Care Resources and Education, Energy Assistance and Weatherization.

Provide an Itemized Program/Project Budget Showing How the Funds will be expended:

Please see attached budget.

Attach additional pages if needed to fully answer any of the questions on this application

General Ledger System

WEST CENTRAL COMM. ACTION

For User: kbruck

Fund Expenditure report for: 103 - OUTREACH COST POOL (Fund status: Active)

Report year: 10/1/2021 thru 9/30/2022

Period ending: December 2021

Page: Page 1 of 2

Date: 12/9/2021

Time: 8:05:48 AM

Account	-----Monthly-----			-----To Date-----			Annual budget	Unexpended
	Budget	Expenditures	Pct	Budget	Expenditures	Pct		
Program:	98 O/R POTTAWATTAMIE COUNTY							
5000 DIRECT WAGES	\$1,408.00	\$271.00	19.25%	\$4,224.00	\$1,084.00	25.66%	\$16,900.00	\$15,816.00
5006 LTD/EAP	\$2.00	\$0.00	0.00%	\$6.00	\$4.73	78.83%	\$30.00	\$25.27
5007 WELLVIA	\$0.00	\$0.00	0.00%	\$0.00	\$1.75	0.00%	\$11.00	\$9.25
5008 IPERS FUND	\$91.00	\$25.58	28.11%	\$273.00	\$102.32	37.48%	\$1,100.00	\$997.68
5009 ACCRUED LEAVE	\$84.00	\$16.56	19.71%	\$252.00	\$66.32	26.32%	\$1,010.00	\$943.68
5010 FICA/MEDICARE	\$102.00	\$19.29	18.91%	\$306.00	\$78.60	25.69%	\$1,235.00	\$1,156.40
5011 STATE UNEMPLOYMENT	\$59.00	\$11.65	19.75%	\$177.00	\$46.60	26.33%	\$710.00	\$663.40
5012 WORKER'S COMP	\$21.00	\$5.34	25.43%	\$63.00	\$21.36	33.90%	\$253.00	\$231.64
5014 HEALTH INSURANCE	\$159.00	\$0.00	0.00%	\$477.00	\$346.50	72.64%	\$1,910.00	\$1,563.50
5016 LIFE INSURANCE	\$1.00	\$0.00	0.00%	\$3.00	\$3.61	120.33%	\$23.00	\$19.39
5018 OFFICE SUPPLIES	\$41.00	\$0.00	0.00%	\$123.00	\$0.00	0.00%	\$500.00	\$500.00
5020 RENT	\$4,152.00	\$4,216.00	101.54%	\$12,456.00	\$12,648.00	101.54%	\$49,827.00	\$37,179.00
5021 UTILITIES	\$275.00	\$0.00	0.00%	\$825.00	\$226.87	27.50%	\$3,300.00	\$3,073.13
5022 INSURANCE	\$80.00	\$0.00	0.00%	\$240.00	\$163.16	67.98%	\$960.00	\$796.84
5024 BUILDING MAINTENANCE	\$1,283.00	\$0.00	0.00%	\$3,849.00	\$582.73	15.14%	\$15,400.00	\$14,817.27
5026 EQUIPMENT RENTAL	\$27.00	\$161.50	598.15%	\$81.00	\$0.00	0.00%	\$325.00	\$325.00
5029 PUBLICATION/SUBSCRIPTIONS	\$7.00	\$0.00	0.00%	\$21.00	\$0.00	0.00%	\$90.00	\$90.00
5030 PHOTOCOPY/PRINTING	\$62.00	\$0.00	0.00%	\$186.00	\$0.00	0.00%	\$750.00	\$750.00
5032 TELEPHONE EXPENSE	\$385.00	\$0.00	0.00%	\$1,155.00	\$439.14	38.02%	\$4,625.00	\$4,185.86
5034 IN-AREA-TRAVEL	\$2.00	\$0.00	0.00%	\$6.00	\$0.00	0.00%	\$25.00	\$25.00
5038 DUES/FEES/REGISTRATIONS	\$2.00	\$0.00	0.00%	\$6.00	\$0.00	0.00%	\$30.00	\$30.00
5040 INDIRECT COST	\$206.00	\$0.00	0.00%	\$618.00	\$150.48	24.35%	\$2,480.00	\$2,329.52
5067 GRBG/LAWN/SNOW/PAINT	\$13.00	\$0.00	0.00%	\$39.00	\$0.00	0.00%	\$160.00	\$160.00
5167 I/T SERVICE	\$58.00	\$0.00	0.00%	\$174.00	\$70.40	40.46%	\$700.00	\$629.60
Total for sub program ----->	\$8,520.00	\$4,726.92	55.48%	\$25,560.00	\$16,036.57	62.74%	\$102,354.00	\$86,317.43
Total for program 98 ----->	\$8,520.00	\$4,726.92	55.48%	\$25,560.00	\$16,036.57	62.74%	\$102,354.00	\$86,317.43
Total for department ----->	\$8,520.00	\$4,726.92	55.48%	\$25,560.00	\$16,036.57	62.74%	\$102,354.00	\$86,317.43

ASSURANCES FOR POTTAWATTAMIE COUNTY FUNDING

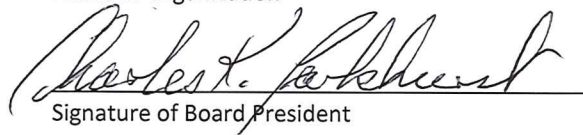
This signed page must accompany your funding request

The applicant hereby agrees and acknowledges that:

- 1) If awarded funds, the applicant will conduct operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, or physical or mental disability, and require compensation for employment at no less than the minimum wage requirements and will provide safe and sanitary working conditions;
- 2) The applicant will expend funds received from Pottawattamie County solely for public purposes on the program or project described in the funding request;
- 3) All unexpended funds received pursuant to this request shall be returned to Pottawattamie County;
- 4) This funding request and assurances document has been approved by the legally authorized governing body of the applicant, if applicable;
- 5) The facts, figures, and information contained in this funding request, including all attachments, are true and correct;
- 6) Failure to comply with the rules of this program and this assurances agreement will result in the penalty of funding forfeiture and funds received during the applicable fiscal year shall be returned to Pottawattamie County;
- 7) At any time, the Board of Supervisors may require a representative from your organization to attend a public meeting to report progress toward completion of your program or project; and
- 8) Applicant will, upon request by Pottawattamie County, provide an accounting of all expenditures of Pottawattamie County funds and further provide any other documentation deemed necessary by Pottawattamie County to provide oversight for the funds. Failure to timely comply with requests from the County under this paragraph will result in suspension of funding.
- 9) Applicant acknowledges that other stipulations and conditions may be required by the Board of Supervisors before funding is awarded.

West Central Community Action

Name of Organization


Signature of Board President

12/8/21
Date

Wendy Mueller Digitally signed by Wendy Mueller
Date: 2021.12.08 15:25:19 -06'00'

12/8/21

Signature of Executive Director (if applicable)

Date

Approved _____ Amount _____ BOS Chairman Signature _____

WEST CENTRAL

COMMUNITY ACTION

EXD #21-1061

December 14, 2021

Melvyn Houser, Auditor
Pottawattamie County Courthouse
Council Bluffs, IA 51501

Dear Auditor:

Each year West Central Community Action asks the Board of Supervisors of Pottawattamie County to make an appropriation of funds to support our Agency and the programs we administer. This year our request is for \$15,000.00, which is the same as last years.

Enclosed is a 28E Agreement that is now required as per the State of Iowa Auditor's letter dated May 2021, regarding public funds going to private non-profits. The 28E Agreement safeguards the interest of the public and clearly defines how the funds will be used. Please review and have the County Board of Supervisors Chairperson and yourself sign if you are in agreement with the document. Once signed, a fully executed copy will be provided for your records.

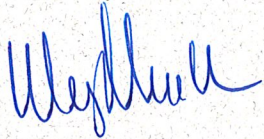
The funds we receive from the County Board of Supervisors are vitally important to WCCA. We will utilize the funding as outlined in the 28E Agreement for:

- A portion of Outreach services, administrative and indirect costs.
- Local match requirements for WCCA programs.
- Support for additional funding needs of WCCA programs.

Also enclosed is a report of our services, the value, and a basic profile of the people we assisted. We feel the programs that WCCA administers are important in meeting the needs of citizens in our communities.

Thank you for your past support and we look forward to our continued partnership.

Sincerely,



Wendy Mueller
Executive Director

**28E AGREEMENT FOR FUNDING FOR SERVICES
BETWEEN WEST CENTRAL COMMUNITY ACTION AND
POTTAWATTAMIE COUNTY, IOWA**

THIS AGREEMENT (hereinafter " Agreement ") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between the County of Pottawattamie, Iowa, organized and existing under the laws of the State of Iowa (hereinafter "County") and West Central Community Action (WCCA), an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity.

WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS the County is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS Agency and the County have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate efforts to serve low-income individuals and families in Pottawattamie County, Iowa; and,

WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations with regard to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements hereincontained, and upon the following terms and conditions, Agency and the County agree as follows:

1. Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of advancing community development and improving social and economic conditions for individuals and families with limited resources in Pottawattamie County, Iowa.
2. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The County Auditor and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. Duration. This Agreement shall be for a one-year term with an effective commencement date of July 1, 2022 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.
4. Goals Of Funding. The goal of this joint action between the County and Agency shall be to serve low-income individuals and families through programs and services including: Early Childhood Programs, Family Support Services, Food Pantry Distribution, Health and Nutrition

Education, Child Care Resources and Education, Low Income Home Energy Assistance, Weatherization, and Crisis/Financial Assistance.

5. Funding. The Agency shall in consideration of receiving an annual payment from the County in an amount determined annually by the County, provides direct services in the form of programs identified in paragraph 4, above, that impact the health and welfare of County residents.

Funding provided by County will be used for:

- A portion of Outreach services, administrative and indirect costs in the County.
- Local match requirements for WCCA programs serving residents of the County.
- Support for additional funding needs of WCCA programs serving residents of the County.

Expenditures will be tracked and be reported to the County at its request. Agency will reimburse the County for any funds paid to Agency that the Agency cannot document as having been used for the purposes described in this Agreement. Agency shall be audited annually by an independent auditor to include review of public purpose requirements.

6. Supervision. It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.
7. Termination. This Agreement shall continue automatically for one (1) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of any one (1) year term. This Agreement may also be terminated by either party upon the breach of any provisions of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.
8. Compliance. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.
9. Status of the parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.
10. Notices. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered, emailed, or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:
West Central Community Action
Attn: Executive Director
PO Box 709
Harlan, IA 51537

To the County:
Pottawattamie Co. Courthouse
Attn: County Auditor
227 South 6th Street
Council Bluffs, IA 51501

11. Construction. This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to accomplish its objects and to promote the intent of the parties who have fixed their signatures herein.
12. Forum/Law. The Parties consent to the jurisdiction of the Iowa District Court in and for The County for all matters relating to this Agreement and agree that this Agreement will be governed by the laws of the State of Iowa.
13. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.
14. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.
15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.
16. Assignment. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.
17. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.
18. Method Of Approval. The parties hereto shall approve this Agreement by resolution, which respective resolutions shall authorize the representative of the Agency Board of Directors and the Chairperson of the County Board of Supervisors to execute this Agreement.
19. Entire Agreement. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.
20. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the County and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
21. Agreement - Filing. When this Agreement has been approved by the parties hereto, it

shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Iowa Code Section 28E.8.

22. Agreement - Effective Date. This Agreement shall be effective from, on and after the date which this Agreement is recorded and filed as herein provided.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

DATED by Agency this ____ day of _____, 2021.

West Central Community Action

Charles Parkhurst, WCCA President

Trista McLaughlin, WCCA Secretary

Pottawattamie County, Board of Supervisors Chair

Date: _____

Pottawattamie County, Auditor

Date: _____



WEST CENTRAL

COMMUNITY ACTION

PROVIDED

\$4,219,469.00

Worth of Services to

Pottawattamie County

Residents in FY 2021



I.

Client Demographic Information

- A. What time frame does this report cover?** October 1, 2020 to September 30, 2021.
- B. How many client households have received services from WCCA during this report period?** # of Households = 1,872 made up of 3,984 individuals.
- C. What were the household family types in this client group?**
- 1) 361 or 19% are "Single parent/female" households.
 - 2) 36 or 2% are "Single parent/male" households.
 - 3) 191 or 10% are "Two parent" households.
 - 4) 877 or 47% are "Single person" households.
 - 5) 250 or 13% are "Two adults only" households.
 - 6) 157 or 9% are "Other family type" households.
- D. Poverty levels of households that have been served in Pottawattamie County.**
- 1) 1,150 or 62% have household income below the 100% poverty guideline.
 - 2) 569 or 30% have household income between 101% and 150% of the poverty guideline.
 - 3) 153 or 8% have household income above the 151% poverty guideline.
 - 4) The annual federal poverty guideline (100%) during this report period for a family of four was \$26,500.
- E. What were the sources of income for the households served in Pottawattamie County? (Greater than 100% due to households having more than one source of income.)**
- 1) 62 or 4% receive "TANF" (Temporary Assistance for Needy Families).
 - 2) 1,164 or 69% receive monthly fixed income (SSI/SSD or other pensions).
 - 3) 437 or 23% receive income from employment (employment + other income + non-cash benefits (WIC, SNAP, LHEAP)).
 - 4) 41 or 2% receive unemployment benefits.

F. What was the age profile of individual clients served in Pottawattamie County?

- 1) 403 or 10% are 5 years of age and younger.
- 2) 1,023 or 26% are 6 years to 17 years of age.
- 3) 1,753 or 44% are 18 years to 59 years of age.
- 4) 605 or 15% are 60 years to 74 years of age.
- 5) 200 or 5% are 75 years of age or older.

G. What was the health profile for individual clients served in Pottawattamie County?

- 1) 537 or 13% are disabled.

H. What was the family size of the households that applied for services in Pottawattamie County?

- 1) 877 or 47% are 1 person households.
- 2) 424 or 23% are 2 person households.
- 3) 246 or 13% are 3 person households.
- 4) 177 or 9% are 4 person households.
- 5) 87 or 5% are 5 person households.
- 6) 61 or 3% are 6 or more person households.

I. Other facts about the households served in Pottawattamie County.

- 1) 603 or 32% of client households own or are buying their homes.
- 2) 1,264 or 68% of client households rent their home.
- 3) 5 or 0% of client households are homeless, unknown, or other.

II. SERVICES PROVIDED TO WCCA CLIENTS

HEAD START

Established in 1965, Head Start promotes school readiness for children, ages three to five, in low-income families by offering educational, nutritional, health, social and other services. The Head Start Program promotes school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families. We actively engage parents in their children's learning and help them in making progress toward their educational, literacy and employment goals. Significant emphasis is placed on the involvement of parents in the Head Start Program.

West Central Community Action operated 3 Head Start classrooms in Pottawattamie County, located in Council Bluffs, serving a total of 48 children. West Central Community Action is also partnered with the Council Bluffs Community School District, serving a total of 50 children in 3 Council Bluffs elementary schools in 10 classrooms.

EARLY HEAD START

Early Head Start provides support to low-income infants, toddlers, pregnant women and their families. The EHS program enhances children's physical, social, emotional, and intellectual development; it assists pregnant women to access comprehensive prenatal and postpartum care; support parent's efforts to fulfill their parental roles; and help parents move toward self-sufficiency. In the home-based program, children and their families are supported through weekly home visits and bi-weekly socialization activities. Each home visit lasts for a minimum of 90 minutes; with the assistance of the home-based Teachers, parents carry out education activities with their infant or toddler in their own home.

West Central Community Action operated a Center-based Early Head Start serving a total of 32 children.

CHILD CARE RESOURCE AND REFERRAL (CCR&R)

Child Care Resource and Referral is an organization that lends a helping hand to people who care for and about children. By providing resources, education and advocacy, CCR&R helps meet your community's need for affordable and accessible child care. The staff are located in five locations in Southwest and South-Central, Iowa, three of which are within the WCCA service area. In Iowa, child care providers are identified by the quality indicators of voluntary participation in the Iowa Quality Rating System (QRS). This is a voluntary participation program available for all regulated child care providers in homes, centers, and preschools.

For a family in Pottawattamie County earning the median income of \$73,958 with an infant in child care they would pay 10% of their income before taxes for a registered child development home and 14% if their infant was in a licensed center. There were 157 child care programs with a capacity of 5333 spaces listed with CCR&R. The quality indicators as of July 1, 2021 are: 30 of 74 child development homes were participants of the QRS system and 30 of 55 centers/preschools were QRS participants. The 2016 to 2021 trends are: Total # of child care programs = -26%; Total # of Spaces= 2%; Total # of children ages 0-5= -6% decrease.

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

The Child and Adult Care Food Program (CACFP) promotes good nutrition, positive eating habits and attitudes for children in registered family child care homes. Childcare providers are given nutritional consultation and menu reviews. WCCA offers free KidKare online claiming. CACFP provides meal cost reimbursement. Staff performs in-service training, home visits, safety, sanitation inspections, and record keeping reviews. In Pottawattamie County, 633 children were enrolled in child care at 48 Home Providers participating in the CACFP Program during FY'21.

WEATHERIZATION

The Weatherization Assistance Program helps low-income households increase the energy efficiency of their homes and save money on fuel costs. Staff evaluate the homes and hire private contractors to insulate attics and walls, repair or replace windows and doors and provide minor repairs. All LIHEAP eligible households are referred to the Weatherization Program, with the State of Iowa creating a priority list based on heating costs and household dynamics.

In Pottawattamie County, 12 households received \$278,235.21 worth of Weatherization services in FY'21.

LOW-INCOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The Low-Income Home Energy Assistance Program is designed to aid qualifying low-income Iowa households (homeowner and renters) in the payment of a portion of their residential heating costs for the winter heating season, to encourage regular utility payments, to promote energy awareness and to encourage reduction of energy usage through energy efficiency, and client education.

For FY'21, in Pottawattamie County 1,573 households received utility assistance for a total of \$725,419.52.

Emergency Crisis Intervention Payments (ECIP) are made for weather related and supply shortage emergencies. Money can help with furnace repairs/replacements, fuel delivery, reconnect fees, service continuity and cooling.

ECIP assisted 263 households for a total of \$184,895.27, CARES ECIP assisted 10 households for a total of \$7,058.93, and APRA ECIP assisted 364 households for a total of \$246,488.01 in Pottawattamie County during FY'21.

I CARE - BLACK HILLS CARES – IOWA WEST FOUNDATION IWF - ALLIANT HOMETOWN CARES ASSISTANCE

During FY'21, 5 households received \$1,918.74 in I CARE Assistance, 32 households received \$11,312.98 in Black Hills Cares Assistance, 29 households received \$18,168.55 in IWF Assistance, and 14 households received \$8,600.00 in IWF COVID-19 Assistance in Pottawattamie County.

EMBRACE IOWA

Embrace Iowa is a holiday fundraising program sponsored through the Des Moines Register, which assists individuals and households with non-traditional items.

For FY'21, 9 households received assistance for a total of \$4,423.47 in Pottawattamie County.

FAMILY DEVELOPMENT AND SELF-SUFFICIENCY (FaDSS)

The FaDSS Program basic design recognizes that at-risk families face many issues and respond well to long term, intense personal interaction with trained staff to move to emotional and economic independence. FaDSS believes that families can become strong, self-sufficient community members through voluntary participation in the array of services that the FaDSS program offers.

FaDSS develops a comprehensive system of support services for each family. The services are provided in a manner that promotes, empowers, and nurtures the family to self-sufficiency and healthy reintegration into the community. FaDSS emphasizes the strength of families and builds upon those strengths, assisting families to set and attain goals, while recognizing that families seek to address their multiple needs in a way that least threatens the integrity of the family unit.

This strong belief in the family unit is the foundation of the Certified Family Development Specialist's partnership with each family. Last year, 117 families benefited from the FaDSS Program in Pottawattamie County.

III.

ANNUAL PROGRAMS SERVICE DOLLARS INTO WEST CENTRAL COMMUNITY ACTION

These figures are the program dollars and/or value that go directly to clients, local vendors, etc., without administrative or delivery costs. These monies have a major economic impact in the local community through client goods, services, and/or salaries. Also, this assistance reduces the number and amount of demands on local county assistance resources.

1) Food and Shelter _____	\$	18,228
2) Fuel & Utility Assistance _____	\$	1,203,862
3) Head Start/Early Head Start _____	\$	1,525,121
4) Weatherization Services _____	\$	278,235
5) Child Care Services _____	\$	404,363
6) WIC Supplemental Foods _____	\$	0
7) Local Donations (Foods, Clothing, ECI Transportation, Pre-K Collaborations, Volunteers, Space & Donated Materials) _____	\$	50,991
8) Family Development Services _____	\$	224,004
9) Administration Services _____	\$	<u>0</u>
Accounting figures (10/01/20 to 09/30/21)	Total Dollars \$	3,704,805

IV.

ANNUAL AGENCY MANAGED ADMINISTRATIVE AND DELIVERY COSTS FOR PROGRAM SERVICES INTO WEST CENTRAL COMMUNITY ACTION

1) Food and Shelter _____	\$	3,159
2) Fuel & Utility Assistance _____	\$	121,598
3) Head Start/Early Head Start _____	\$	0
4) Weatherization Services _____	\$	55,651
5) Child Care Services _____	\$	145,396
6) WIC Supplemental Foods _____	\$	0
7) County Office for Services (Staff wages, fringe & associated costs) _____	\$	104,289
8) Family Development Services _____	\$	21,127
9) Administration Services _____	\$	63,445
Accounting figures (10/01/20 to 09/30/21)	Total Dollars \$	514,664

West Central Community Action's overall administrative costs are 4.23%
Overall delivery costs are 18.74%

V. SUMMARY

- A) 1,872 households and 3,984 individuals were served in FY'21 in Pottawattamie County.
- B) \$3,704,805 in direct client program services were provided to the county.
- C) \$514,664 in administrative and delivery costs were incurred by WCCA for Pottawattamie County.
- D) \$4,219,469 total dollars for services were provided by WCCA for Pottawattamie County.

John Rasmussen/County Engineer

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 122-2021 entitled:
RESOLUTION and order establishing Leisure Lane
Secondary Road Assessment District, apportionment of
costs, and levy of assessments.**

RESOLUTION NO. 122-2021

RESOLUTION AND ORDER ESTABLISHING LEISURE LANE SECONDARY ROAD ASSESSMENT DISTRICT, APPORTIONMENT OF COSTS, AND LEVY OF ASSESSMENTS

WHEREAS, on September 15, 2021 the Pottawattamie County Engineer’s Office received a Petition for Secondary Road Assessment for Leisure Avenue located in Section 13 of Crescent Township, starting at Old Lincoln Highway and continuing southeasterly approximately 2,760 feet to Lookout Lane in Section 18 of Hazel Dell Township (hereinafter “Petition 1”). The Petition proposed the lands in the district to be “all residents either adjacent to Leisure Avenue or which have access to Leisure Avenue by means of a private road” and listed the owners of following tax parcel identification numbers:

Ahrenholtz, Eugene L-Sandra K	764318300001, 764318300012
Albright, Stephanie S	764318300009
Brewer, O Warren Jr	764413400017
Brisbois, Katherine	764318300005
Clifton, Ronald D-Rae Jean	764413400015, 764413400016
Conn, Christopher Allen-Corinne Adele	764318300018
Davis, Melvin Randall	764318300008
Hood, David A-Peggy L	764413400012
Kading, Darrell W-Shirley A Trust	764413400011
Klabunde, Kent-Marti	764413400004, 764413400018
Koenig, Cody J	764424200004
Malnack, Matt-Mandi	764413400010
McKern, Teresa J	764424200003
Porter, David G-Tracy A	764318300019
Preucil, Mark	764413400008
Rief, Duane E-Katherine S	764318300004
Vasant, Edward D-Nicole	764424200005
Winther, George J-Allison L	764413400014;

and

WHEREAS, the Pottawattamie County engineer reported for Petition 1 the estimated the total cost of improving the road by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as intersection widening at Lookout Lane would be \$126,789, less gravel maintenance cost savings over 10 years of \$9,409. The proposed apportionment was twenty percent of the cost paid by the County and each of the eighteen owners assessed \$5,112 to cover the remaining eighty percent; payable over ten years with an interest rate of 4.50%; and

WHEREAS, on September 15, 2021 the Pottawattamie County Engineer’s Office received a Petition for Secondary Road Assessment for Leisure Avenue located in Section 18 of Crescent Township, starting at Lookout Lane and continuing southeasterly approximately 1,546 feet to Chalet Lane in Section 18 of Hazel Dell Township (hereinafter “Petition 2”). The Petition proposed the lands in the district to be “all residents either adjacent to Leisure Avenue or which

have access to Leisure Avenue by means of a private road” and listed the owners of following tax parcel identification numbers:

Bauer, Joey D A	764318300010
Cate, John M-Dawn Elizabeth	764319100005, 764319100009
Lake, Donna D	764319100001
Miller, Jason M	764319100004
Moran Beef Inc	764318300011
Richardson, Kenny W-Connie D	764319100003
Smith, Matthew R H	764319100002;

and

WHEREAS, the Pottawattamie County engineer reported for Petition 2 the estimated the total cost of improving the road by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as intersection widening at Lookout Lane would be \$67,653, less gravel maintenance cost savings over 10 years of \$5,270. The proposed apportionment was twenty percent of the cost paid by the County and each of the seven owners assessed \$6,979 to cover the remaining eighty percent; payable over ten years with an interest rate of 4.50%; and

WHEREAS, on October 5, 2021, the Pottawattamie County Board of Supervisors (“Board”) accepted said Petition 1 and Petition 2 for consideration. The Board suggested the two Petitions be consolidated into one assessment district and set the matters to be heard concurrently on October 26, 2021; and

WHEREAS, on October 26, 2021 the Pottawattamie County engineer provided a revised cost estimate which combined the two proposed districts into one, with each owner assessed \$5,050, payable over ten years at 1.60% interest and the County paying 33% of the cost. A Public Hearing was held during which objections to, and support of, the combined assessment district were received and heard. The final public hearing was on was set for December 5, 2021; and

WHEREAS, on December 5, 2021, before opening the public hearing, the Board reviewed and discussed newly proposed apportionments which assessed the costs in proportion to the assessed values of each of the parcels in Petition 1 and Petition 2. A final public hearing was then had during which public objections to, and support of, the proposed assessment district and proposed apportionments were heard.

Creation of Leisure Lane Secondary Road Assessment District

NOW, having reviewed Petition 1 and Petition 2, and considered the public comments in favor and opposed to the creation of a secondary road assessment district, the Pottawattamie County Board of Supervisors hereby orders the establishment of the Leisure Lane Secondary Road Assessment District. Said District shall improve Leisure Lane starting at Old Lincoln Highway and continuing southeasterly approximately 4,306 feet to Chalet Lane in Section 18 of Hazel Dell Township. The improvement shall include asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as intersection widening at Lookout Lane. The lands to be included in the Leisure Lane Secondary Road Assessment District shall be the following (identified by parcel owner and parcel tax identification number):

Ahrenholtz, Eugene L-Sandra K	764318300012
Ahrenholtz, Eugene L-Sandra K	764318300001

Albright, Stephanie S	764318300009
Bauer, Joey D A	764318300010
Brewer, O Warren Jr	764413400017
Brisbois, Katherine	764318300005
Cate, John M-Dawn Elizabeth	764319100009
Cate, John M-Dawn Elizabeth	764319100005
Clifton, Ronald D-Rae Jean	764413400016
Clifton, Ronald D-Rae Jean	764413400015
Conn, Christopher Allen-Corinne Adele	764318300018
Davis, Melvin Randall	764318300008
Hood, David A-Peggy L	764413400012
Kading, Darrell W-Shirley A Trust	764413400011
Klabunde, Kent-Marti	764413400018
Klabunde, Kent-Marti	764413400004
Koenig, Cody J	764424200004
Lake, Donna D	764319100001
Malnack, Matt-Mandi	764413400010
McKern, Teresa J	764424200003
Miller, Jason M	764319100004
Moran Beef Inc	764318300011
Porter, David G-Tracy A	764318300019
Preucil, Mark	764413400008
Richardson, Kenny W-Connie D	764319100003
Rief, Duane E-Katherine S	764318300004
Smith, Matthew R H	764319100002
Vasant, Edward D-Nicole	764424200005
Winther, George J-Allison L	764413400014

Apportionment of Costs

FURTHERMORE, having considered the costs associated with the improvements to Leisure Lane as described above, and having considered how to apportion said costs in a manner which is fair, just, equitable, and in proportion to the benefits and not in excess thereof, the Pottawattamie County Board of Supervisors makes the following findings and orders. The Board finds that the original apportionment of the costs in Petition 1 and Petition 2 are neither just nor equitable. The Board hereby orders that Pottawattamie County shall pay 30% and the owners of lands in the District shall pay 70% of the estimated costs.

As allowed under Iowa Code Section 311.16, the Board adjusts the apportionment of the estimated costs to be consistent with the assessed tax values such that each parcel shall be assessed no less than one percent of the estimated costs, and the higher valued parcels shall be assessed a higher percent of the estimated costs, as shown in Table 1 attached hereto.

Levy of Assessments

WHEREFORE, the Pottawattamie County Board of Supervisors, having created the Leisure Lane Secondary Road Assessment District, and having apportioned the costs thereto, hereby levies the assessments against each tax parcel in the District as shown in Table 1 attached hereto. The entire amount of each assessment shall be due and payable immediately, shall bear interest at the rate of zero percent (0.0%) from the date this levy, and shall be collected at the succeeding September semiannual payment of ordinary taxes. Each owner may pay the assessment in ten annual installments as allowed by Iowa Code Section 311.17, with an interest rate of zero percent (0.0%).

Dated this 14th day of December, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. 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

John Rasmussen/County Engineer

Discussion and/or decision to approve and authorize Board to sign Resolution No. 121-2021 entitled: RESOLUTION requesting a joint decision of the Underwood City Council and Pottawattamie County Board of Supervisors that will reduce the speed limit in front of Underwood High School on North Street, also known as G-30, which is a Farm to Market Road, to 25 miles per hour.

RESOLUTION NO. 121-2021

A RESOLUTION REQUESTING A JOINT DECISION OF THE UNDERWOOD CITY COUNCIL AND THE POTTAWATTAMIE COUNTY BOARD OF SUPERIVORS THAT WILL REDUCE THE SPEED LIMIT IN FRONT OF UNDERWOOD HIGH SCHOOL ON NORTH STREET, ALSO KNOWN AS G-30, WHICH IS A FARM TO MARKET ROAD, TO 25 MILES PER HOUR.

WHEREAS, the City asked the Iowa Department of Transportation for a speed study grant, who granted that requested and directed HR Green, Traffic Engineers, to study the appropriate speed limits around and traffic patterns during school hours within the City of Underwood; and

WHEREAS, the Traffic engineers conducted such engineering and traffic study and found that a decrease in the speed limits on this road within the City is justified and recommended.

THEREFORE, BE IT RESOLVED by the Underwood City Council and the Pottawattamie County Board of Supervisor that:

1. Change the speed limit in front of the Underwood High School to 25 mph, a school zone.
 - a. Reduce the posted speed limit between Sunset Drive and 260th Street (west of the Sunset Drive and North Street intersection) from 40 mph to 25 mph for the eastbound and westbound traffic to improve safety along North Street.
 - b. Replace the existing 25mph (eastbound) and 40 mph (westbound) signs located immediately west of this intersection. Approximately 120 feet east of 260th Street.
 - c. The existing 40 mph (eastbound) sign located east of 260th Street to be relocated approximately 550 feet west of 260th Street, and the existing advance 40 mph (eastbound) speed limit warning sign to the west to be relocated and spaced approximately 650 feet upstream from the proposed 40 mph posted speed limit sign.
 - d. Add a 25 mph Reduced Speed Limit Ahead sign approximately 450 feet in advance of the corresponding 25 mph posted speed limit sign to inform road users of the reduced speed zone.
 - e. Install school crossing plaque and advance School Crossing AHEAD signs for the northbound and southbound traffic at the existing marked crosswalk on the south leg of this intersection.

Dated this 14th day of December, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. 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

Dated this ____ day of _____, 20__.

ROLL CALL VOTE

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

<u>Jim Pingel</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>Josh Madsen</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>Royce Forbush</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>JW Tiarks</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SIGNATURE: _____
Dennis Bardsley, Mayor

ATTEST: _____
Cindy Sorlien, City Administrator/Clerk

Other Business

David Bayer/CIO

**Discussion and/or Decision to approve and authorize
Chairman to sign agreements for printers in Public
Health and for the updated State & Local Government
Addendum.**



APPLICATION NO.
2839743

MASTER AGREEMENT NO.
500-0637880-000

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 - Public Health, 600 South 4 th Street, Council Bluffs, IA 51503				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio4515AC			<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* \$ 165.00 (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 0 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 0 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	X		
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).

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE



APPLICATION NO.
2839746

MASTER AGREEMENT NO.
500-0637880-000

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 - Public Health, 223 S 6 th Street, Court House Annex, 1 st Floor, Council Bluffs, IA 51503				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Toshiba eStudio4505AC			<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)

24 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* \$ 100.00 (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 0 Overages billed at \$.01 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 0 Overages billed at \$.055 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	X		
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).

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE



STATE AND LOCAL GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT # 2799595

Addendum to Agreement # 2799595 and any future supplements/schedules thereto, between COUNTY OF POTTAWATTAMIE, as Customer ("Customer") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. 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.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

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.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the

Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

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 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."

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, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

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 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."

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

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.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: 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; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. 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, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under

the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Arizona, the following applies: We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

7. If you are a political subdivision of the State of Florida, the following applies: We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

9. If you are a political subdivision in the State of Georgia, the following applies: You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

10. If you are a school district in the State of Georgia, the following applies: The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

11. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

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

12. If you are a political subdivision of the State of Kansas, the following applies: We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the

renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a political subdivision of the State of Texas, the following applies: In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), we hereby verify that (a) neither we nor any of our affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") have a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither we nor any of our Affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

We represent that, to the extent the Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from your public funds and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, we hereby verify that we and our parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to enable you to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

22. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

COUNTY OF POTTAWATTAMIE

Customer

X

Signature

Title

Date

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

BUDGET STUDY SESSIONS

- A. Treasurer – Lea Voss, County Treasurer**
- B. DHS – Matthew Madsen**
- C. HR - Jana Lemrick, Human Resources Director**
- D. Recorder – Marilyn Hebing, County Recorder**
- E. GIS – Jamie Peterson, GIS Coordinator**
- F. IT – David Bayer, Chief Information Officer**
- G. Buildings & Grounds – Jason Slack, Buildings & Grounds Director**