

Consent Agenda

March 1, 2022

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. February 22, 2022, Minutes as read.
- B. Sheriff's Office – Employment of Desiree Dale and Taylor Winey as part time Front Entry Security Personnel.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Brenda Mainwaring from Iowa West Racing Association appeared before the Board to give an update on Iowa West Racing Association. Discussion only. No action taken.

Jana Lemrick/Director, Human Resources and Suzanne Watson/Director, Community Services appeared before the Board to discuss the recommendation by the SWIA MHDS Region for a future 28E agreement between the SWIA MHDS Region and Pottawattamie County. Discussion only. No action taken.

Shalimar Mazetis from Advance Southwest Iowa Corporation appeared before the Board to give a presentation to the Board on the RPCIC Priority Projects. Discussion only. No action taken

After discussion was held by the Board, a Motion was made by Belt, and second by Schultz, to approve the Board Chairman to sign a letter of support for the City of Crescent's application for grant funding from the state of Iowa's Water Infrastructure Fund

UNANIMOUS VOTE. Motion Carried.

Kristine Sorenson from Wester Iowa Development Association appeared before the Board to give a presentation to the Board on the Western Iowa Development annual report. Discussion only. No action taken.

Motion made by Schultz, second by Shea, to approve appointment of Tracy Nosekabel as County Weed Commissioner.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board of Supervisors to sign **Resolution No. 12-2022** entitled: RESOLUTION for the destruction of noxious weeds.

**RESOLUTION NO. 12-2022
RESOLUTION FOR THE DESTRUCTION OF NOXIOUS WEEDS**

NOTICE TO ALL PROPERTY OWNERS AND THOSE IN CONTROL THEREOF: You are hereby notified that the Board of Supervisors of Pottawattamie County, Iowa, did on the 1st day of March 2022, pass the following resolution:

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that pursuant to the provisions of Chapter 317.14, Code of Iowa, it is hereby ordered:

1. That each person in possession or control of all noxious weeds thereon as defined in this Chapter, at such times each year and in such a manner as shall prevent said weeds from blooming or coming to maturity and shall keep lands free from such growth of any other weeds, as shall render the streets and highways adjoining said land unsafe for public travel. Noxious weeds shall be controlled, cut, or otherwise destroyed between April 1 and November 15, 2022, as is necessary to prevent seed production.

PRIMARY NOXIOUS WEEDS:

- (1) Quack grass,
- (2) Perennial sow thistle,
- (3) Canada thistle,
- (4) Bull thistle,
- (5) European morning glory or field bindweed,
- (6) Horse nettle,
- (7) Leafy spurge,
- (8) Perennial pepper-grass,
- (9) Russian knapweed,
- (10) Buckthorn,
- (11) All species of thistles belonging in the genera of Cirsium and Carduus.
- (12) Palmer amaranth,

SECONDARY NOXIOUS WEEDS:

- (1) Butterprint annual,
- (2) Cocklebur annual,
- (3) Wild mustard annual,
- (4) Wild carrot biennial,
- (5) Buckhorn,
- (6) Sheep sorrel,
- (7) Sour dock perennial,
- (8) Smooth dock,
- (9) Poison hemlock,
- (10) Multiflora rose,
- (12) Puncture vine,
- (13) Teasel biennial,
- (14) Shattercane

- 2. That each owner and each person in possession or control of any land in Pottawattamie County, Iowa, infested with any Primary and Secondary Noxious Weed, and all other species of thistles belonging to the genera of Cirsium and Carduus, shall adopt or enter into a program of weed destruction, and treatment of control, described by the Weed Commissioner, which in five years may be expected to destroy and will immediately keep under control such infestation of said noxious weeds.
- 3. That all weeds other than noxious weeds on all county trunk and local county roads between the fence line thereof, shall be destroyed and controlled by the adjoining property owner, to prevent seed production.
- 4. That if the owners or persons in possession or control of any land in Pottawattamie County fails to comply with the foregoing order, the Weed Commissioner shall cause this to be done and the expense of said work, including cost of serving notice and other costs, if any, to be assessed against the land and their owners thereof.
- 5. That the County Auditor be and is hereby directed to cause notice of this making and entering of the foregoing order shall be given by one publication in each of the official newspapers of the County.

DATED THIS 1st day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, Co Melvyn J. Houser, County Auditor

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

After discussion was held by the Board, a Motion was made by Shea, and second by Schultz, to reopen request for bids for the Roads Operations Center Facilities.
UNANIMOUS VOTE. Motion Carried.

3. OTHER

Margarita Dooley/Director, Veterans Affairs appeared before the Board to discuss the Veterans Affairs Commission Ex Officio members. Discussion only. No action taken.

Jana Lemrick/Director, Human Resources; Michael Williams and Jim Garbina/FNIC Group appeared before the Board to discuss and provide an update on FY 21/22 employee health insurance. Discussion only. No action taken.

4. RECEIVED/FILED

- A. Salary Action(s)
1) Communications – Payroll Status Change for Logan Brown.

5. CLOSED SESSION

Motion by Belt, 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: Wichman, Belt, Grobe, Shea, Schultz. Motion Carried.

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

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

Motion by Schultz, second by Shea, 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: Wichman, Belt, Grobe, Shea, Schultz. Motion Carried.

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

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

6. BUDGET DISCUSSION

Discussion only. No action taken.

7. ADJOURN

Motion by Belt, and second by Shea, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:52 P. M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn House, Auditor

APPROVED: March 8, 2022

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of February 2022.

Vendor Name	Payable Description	Total Payments
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUBLIC HEALTH	1,530.00
3RD DEGREE SCREENING INC	PROF SVC - HR	36.50
A AND L HYDRAULICS INC	ROADS/PARTS	50.46
ABC ELECTRIC INC	PROF SVC - JAIL	2,748.48
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	3,915.00
AGRIVISION GROUP LLC	SUPPLIES - ENV HEALTH	3,838.69
AHLERS & COONEY PC	LEGAL SVC - BOARD	17,457.00
AIRGAS INC	ROADS/RENT	33.39
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR	992.00
ALBIREO ENERGY	PROF SVC - JAIL	1,434.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	770.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	457.10
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	553.00
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	18,239.12
ALFREDO GARCIA	ROADS/ROCK	6,111.93
ALL COPY PRODUCTS INC	PROF SVC - WIC	19.17
ALL MAKES OFFICE EQUIPMENT CO	EQUIP - JAIL	890.21
ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED	PROF SVC - NON-DEPARTMENTAL	17,755.40
AMAZON CAPITAL SERVICES INC	SUPPLIES - B&G	4,951.09
AMERICAN NATIONAL BANK	MO BILL - IT	22,525.91
AMERICAN TEXTILE MILLS INC	ROADS/SUPPLIES	1,198.51
ANCHOR HOMES INC	SUPPORT SVC - SWIA MHDS REGION	15,689.43
ANDRY HAYDUK	RENT ASSIST - GA	550.00
ARMAND ADVERTISING LLC	AWARENESS - WIC	1,157.51
ARNOLD MOTOR SUPPLY	ROADS/PARTS	423.77
ARROW TOWING INC	PROF SVC - SHERIFF	235.00
ASSOCIATES FOR PSYCHIATRIC SERVICES PC	MED SVC - SWIA MHDS REGION	800.00
ATV MOTOR SPORTS	SUPPLIES - CONSERVATION	233.92
AUDUBON SOCIETY OF OMAHA	SUPPLIES - CONSERVATION	67.00
AVI SYSTEMS INC	PROF SVC - IT	18,250.00
AVOCA HOUSING CORP INC	RENT ASSIST - GA	390.00
AVOCA VETERINARY	PROF SVC - CONSERVATION	2.40
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	130.46
BENJAMIN AUSDEMORE	LANDSCAPING - WEST POTT SWCD	846.00
BIG RED CONCRETE PUMPING INC	ROADS/MATERIALS	910.52
BILLS WATER CONDITIONING INC	MO BILL - JAIL	608.48
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - TREASURER	1,759.73
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	22,229.17
BLUFFS TAXI AND COURIER INC	TRANSPORT - SWIA MHDS REGION	22.25
BOB BARKER COMPANY INC	SUPPLIES - JAIL	591.70
BOMGAARS SUPPLY INC	ROADS/SUPPLIES	649.22
BOO INC	PROF SVC - CONSERVATION	892.77
BP ENTERPRISES INC	PROF SVC - SHERIFF	672.77
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRENDA WINDMULLER	MEETING - BOARD	40.00
BRETT LARSON	MEETING - PLANNING	105.24
BRIAN MILLER	REIMB EXP - SHERIFF	187.50
BRIAN MCMILLIN	PROF SVC - PUBLIC HEALTH	5,150.00
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	347.25
CALHOUN COMMUNICATIONS INC	PROF SVC - COMMUNICATIONS	8,287.87
CARL H ROGERS JR	SURVEY - CONSERVATION	200.00
CARROLL COUNTY COUNCIL FOR THE PREVENTION OF CHILD ABUSE CCCPCA	SUPPORT SVC - SWIA MHDS REGION	12,400.00
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,039.54
CELLCO PARTNERSHIP	MO BILL - SHERIFF	11,104.31
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	403.08
CENTURYLINK INC	MO BILL - COMMUNICATIONS	6,767.09
CHAD FREEBERG	REIMB EXP - SHERIFF	79.15
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	954.48
CHAPEL RIDGE OF COUNCIL BLUFFS LP	RENT ASSIST - GA	200.00
CHEROKEE COUNTY (IA)	TRANSPORTATION - SWIA MHDS REGION	36.50
CHRISTINE CIRCO	REIMB EXP - CO ATTORNEY	270.00
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	392.48
CIOX HEALTH LLC	RECORDS - CO ATTORNEY	7.50
CIT BANK NA	PROF SVC - WIC	175.84
CITY OF AVOCA	ROADS/UTILITIES	63.94
CITY OF CARSON	ROADS/UTILITIES	65.78
CITY OF COUNCIL BLUFFS	PROF SVC - BOARD	45,281.64
CITY OF COUNCIL BLUFFS	PROF SVC - PUBLIC HEALTH	2,966.50
CITY OF HANCOCK	MO BILL - CONSERVATION	320.39
CITY OF MISSOURI VALLEY	RENT ASSIST - SWIA MHDS REGION	56.87
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF WALNUT	ROADS/UTILITIES	42.00
CLARINDA REGIONAL HEALTH CENTER	SUPPORT - SWIA MHDS REGION	93,634.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	PROF SVC - SHERIFF	2,337.50
CONNECTIONS AREA AGENCY ON AGING INC	PROF SVC - PUBLIC HEALTH	3,750.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	616.11
COOKS DIRECT INC	SUPPLIES - JAIL	116.65
CORNERSTONE COMMERCIAL CONTRACTORS INC	PROF SVC - BOARD	8,204.00
COTT SYSTEMS INC	PROF SVC - AUDITOR	11,070.00
COUNCIL BLUFFS CHAMBER OF COMMERCE	WORKFORCE - BOARD	25,000.00
COUNCIL BLUFFS WATER WORKS	ROADS/FEE	40,272.82

COUNTRY CARE CENTER CORPORATION	GRANT - SWIA MHDS REGION	147,138.80
COX COMMUNICATIONS INC	MO BILL - IT	5,716.53
CRAIG DARRINGTON	ROADS/LEASE AGREEMENT	7,500.00
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - COMMUNICATIONS	50.88
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	141.52
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	62.25
CSI SSP INC	PROF SVC - AUDITOR	1,104.50
CUMMINS INC	ROADS/SOFTWARE	750.00
CURTIS FISCHER	DRAINAGE - PONY CREEK - PROF SVC	250.00
D M G INC	SUPPLIES - B&G	942.90
D PUTNAM ENTERPRISES LLC	AWARDS - CONSERVATION	60.00
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	259,581.71
D R MYERS DISTRIBUTING COMPANY INC	SUPPLIES - RECORDER	31.95
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	157.37
DANIEL ROBERT PRUETT SR	DRAINAGE - 2019 FLOOD - VANMAN - CONST/MAINT	92,048.12
DANIEL TEMEYER	REIMB EXP - SHERIFF	293.81
DAVEY TREE EXPERT COMPANY (THE)	ROADS/SERVICE	2,000.00
DAVID K LYON	ROADS/SERVICE - 453	150.00
DAVID L WHITE	WELL CLOSURE - EAST POTT SWCD	200.00
DEL HUSZ	DRAINAGE - PONY CREEK - PROF SVC	250.00
DELL MARKETING LP	EQUIP - IT	15,733.58
DELMAR BRANDS	LANDSCAPING - EAST POTT SWCD	1,031.25
DELORES DAU	LANDSCAPING - EAST POTT SWCD	3,385.20
DENNIS SUPPLY COMPANY	SUPPLIES - B&G	85.86
DIAMOND MOWERS LLC	ROADS/PARTS	246.80
DIAMOND OIL COMPANY	FUEL - CONSERVATION	726.15
DLR GROUP INC	PROF SVC - SHERIFF	8,435.70
DOLORES SILKWORTH	MEETING - PLANNING	98.52
DONALD NIELSON	PUBLICATIONS - BOARD	1,195.49
DONALD NIELSON	PUBLICATIONS - BOARD	3,133.36
DONALD W MATHEWS	PROF SVC - SHERIFF	4,900.44
DONNA LAKE	ELECTION WORK - AUDITOR	281.17
DUKE AERIAL INC	ROADS/RENTAL	835.70
DUSTIN PEREGRINE	REIMB EXP - IT	21.06
DXP ENTERPRISES INC	SUPPLIES - B&G	19.12
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - SHERIFF	1,209.72
ECHO GROUP INC	SUPPLIES - B&G	4,739.32
ECHOSAT INC	ROADS/UTILITIES	224.75
ECOLAB INC	SUPPLIES - JAIL	4,122.05
EDWIN KAISER	WELL CLOSURE - ENV HEALTH	1,000.00
ELIOR INC	SUPPLIES - JAIL	49,115.25
ELMER ZIMMERMAN	LANDSCAPING - EAST POTT SWCD	10,430.00
EPIC WEARS INC	SUPPLIES - CONSERVATION	2,557.20
EVIZZIT LLC	MH SVC - SWIA MHDS REGION	3,761.11
FAMILY CONNECTIONS INC	GRANT - SWIA MHDS REGION	83,303.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	66,189.95
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	560.32
FASTENAL COMPANY	SUPPLIES - JAIL	549.93
FATHER FLANAGANS BOYS HOME	PROF SVC - SWIA MHDS REGION	34,605.00
FEDERAL EXPRESS CORPORATION	POSTAGE - AUDITOR	70.42
FEDERAL SIGNAL CORPORATION	PROF SVC - COMMUNICATIONS	8,073.67
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - CARSON	60.15
FILTER SHOP INC (THE)	SUPPLIES - B&G	521.64
FIRESPRING PRINT INC	PROF SVC - PUBLIC HEALTH	625.05
FMTC SWT INC	ROADS/UTILITIES	117.84
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	1,552.50
FORESTRY SUPPLIERS INC	SUPPLIES - CONSERVATION	116.88
FOURTH JUDICIAL DISTRICT DEPARTMENT OF CORRECTIONAL SERVICES	RENT ASSIST - GA	300.00
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	4,170.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	259.90
GARY LEIGHTON	LANDSCAPING - EAST POTT SWCD	1,312.50
GARY NILAN	MEETING - BOARD	40.00
GAWLEY TIRE & REPAIR INC	ROADS/TIRES - 392	18,411.50
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - JAIL	1,347.75
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	55.00
GINA HUEBNER	REIMB EXP - SWIA MHDS REGION	160.16
GISG LLC	ROADS/REPAIR - UNDERWOOD	406.25
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	676.00
GRAPHIC COMPUTER SOLUTIONS INC	PROF SVC - CO ATTORNEY	6,613.35
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	222.50
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	329.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	824.99
GREGORY L DAVIS	MED SVC - JAIL	1,333.33
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.40
GRP & ASSOCIATES INC	PROF SVC - PUBLIC HEALTH	138.00
GUARDIANS OF NORTHEAST IOWA INC	SUPPORT SVC - SWIA MHDS REGION	450.00
GUYER MACHINE SHOP INC	PROF SVC - CONSERVATION	101.07
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	3,634.38
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	546.45
HEARTLAND CO OP	FUEL - SHERIFF	953.28
HEARTLAND FAMILY SERVICE	ACT/CSCBS - SWIA MHDS REGION	507,444.49
HEARTLAND PHOTOS & DESIGN INC	PROF SVC - CONSERVATION	622.12
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	7,755.51
HEATH TURNER	LANDSCAPING - EAST POTT SWCD	4,105.00
HELGET INC	EQUIP - JAIL	160.00
HENRY SCHEIN INC	SUPPLIES - JAIL	360.61
HGM ASSOCIATES INC	ROADS/SERVICE	51,690.47
HILTI INC	ROADS/SUPPLIES	71.32

HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/REPAIR	230.18
HOTSY EQUIPMENT CO	ROADS/SERVICE - CENTRAL	656.00
HR AVATAR INC	PROF SVC - JAIL	4,000.00
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUBLIC HEALTH	1,707.93
HUMAN SERVICES ADVISORY COUNCIL INC	MEMBERSHIP - SWIA MHDS REGION	100.00
HY VEE INC	SUPPLIES - JAIL	279.52
ICS JAIL SUPPLIES INC	SUPPLIES - JAIL	204.50
INDOFF INCORPORATED	SUPPLIES - TREASURER	618.03
INFOSAFE SHREDDING LLC	PROF SVC - SHERIFF	497.00
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	685,633.00
IOWA DEPT OF NATURAL RESOURCES	ROADS/FEE	175.00
IOWA EMERGENCY MANAGEMENT ASSOCIATION	MEMBERSHIP - EMA	300.00
IOWA OFFICE INTERIORS	SUPPLIES - AUDITOR	679.21
IOWA STATE SHERIFFS & DEPUTIES ASSOCIATION	MEMBERSHIP - JAIL	25.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,224.91
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	982.76
IVAN DELGADO	MED SVC - JAIL	3,541.77
JACKSON SERVICES INC	PROF SVC - DHS	121.85
JAIMIE CLARK	RENT ASSIST - GA	400.00
JAMES BERNIE BOLTON	MEETING - BOARD	40.00
JAMES C HUDSON	DRAINAGE - 2019 FLOOD - VANMAN - PROF SVC	30.00
JAMES DAMREAU	RENT ASSIST - GA	500.00
JAMES HALL	PROF SVC - NON-DEPARTMENTAL	40,000.00
JAMES KOHL	RENT ASSIST - GA	475.00
JDW MIDWEST LLC	PROF SVC - PLANNING	1,120.00
JEANETTE NUSSER	MEETING - BOARD	20.00
JEFFREY MARTENS	LANDSCAPING - EAST POTT SWCD	2,125.05
JEFFREY W ANDERSEN	ROADS/TIRES - 398	597.38
JEFFS WASH & GLO	PROF SVC - SHERIFF	300.00
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JEREMY A HARKER	REIMB EXP - SHERIFF	447.84
JEREMY WARREN	REIMB EXP - SHERIFF	750.00
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON-DEPARTMENTAL	1,441.29
JODIE BECKMAN	REIMB EXP - AUDITOR	99.39
JOHN DEERE FINANCIAL	ROADS/PARTS	851.08
JOHN HEALY	DRAINAGE - 2019 FLOOD - VANMAN - CONST/MAINT	240,718.60
JOHNSON DRYWALL CO INC	PROF SVC - B&G	750.00
JOHNSON HARDWARE COMPANY LLC	SUPPLIES - B&G	192.24
JON THOMAS	MED SVC - JAIL	6,473.55
JOSHUA HARKER	REIMB EXP - SHERIFF	47.16
JP BORING CO	PROF SVC - ENV HEALTH	8,596.50
JP LUMBER INC	SUPPLIES - CONSERVATION	82.19
JUSTIN SCHULTZ	REIMB EXP - BOARD	203.65
KATHIE KALLAS	REIMB EXP - RECORDER	9.95
KELLIE NEWELL	REIMB EXP - IT	16.38
KELTEK INC	PROF SVC - IT	589.60
KERRI WEDE	MEETING - PLANNING	90.32
KEY MASTERS OF GREATER OMAHA	PROF SVC - JAIL	1,284.97
KEY REAL ESTATE COMPANY	RENT ASSIST - GA	525.00
KIMARIE MAASSEN	REIMB EXP - SWIA MHDS REGION	49.14
KONE INC	PROF SVC - JAIL	298.04
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	845.33
KURT FERGUSON	REIMB EXP - SHERIFF	50.00
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	455.62
LARRY MILLER	MEETING - BOARD	20.00
LARSEN SUPPLY CO	SUPPLIES - B&G	746.61
LARSON BACKHOE SERVICES INC	PROF SVC - PLANNING	35,700.00
LAWSON PRODUCTS INC	ROADS/SUPPLIES	136.09
LEA A VOSS	REIMB EXP - TREASURER	170.53
LEE BHM CORP	PUBLICATIONS - BOARD	5,616.54
LINDA HENSLEY	REIMB EXP - SHERIFF	45.70
LYMAN RICHEY CORPORATION	ROADS/MATERIALS	1,540.20
LYNN GROBE	REIMB EXP - BOARD	339.58
LYNN LEADERS	MEETING - PLANNING	138.84
M&K MILLS TREE SERVICE	ROADS/UTILITIES	265.00
MARC FREEMAN	REIMB EXP - SHERIFF	32.34
MARION COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	183.00
MARION WRIGHT	LANDSCAPING - EAST POTT SWCD	3,590.00
MARK MERTES	ROADS/REPAIR	4,053.64
MARK NUSSER	MEETING - BOARD	20.00
MARK PERDUE	LANDSCAPING - EAST POTT SWCD	1,205.00
MARK SIEH	EQUIP - SHERIFF	150.00
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	591.26
MARTIN MARIETTA MATERIALS INC	ROADS/MATERIALS	3,744.87
MCKESSON MEDICAL SURGICAL INC	SUPPLIES - PUBLIC HEALTH	109.04
MENARDS INC	SUPPLIES - B&G	1,645.37
MICAH HOUSE CORPORATION	GRANT - SWIA MHDS REGION	36,587.00
MICHAEL ENEWOLD	DRAINAGE - PONY CREEK - PROF SVC	250.00
MICHAEL M SALES	PROF SVC - JAIL	370.00
MICHAEL R LITKE	ROADS/PROJECT	4,650.00
MICROFILM IMAGING SYSTEMS INC	PROF SVC - AUDITOR	4,782.51
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	29,762.11
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	260.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - SHERIFF	78.55
MIDWEST SERVICE AND SALES CO	ROADS/SUPPLIES	3,082.00
MILLER ORTHOPAEDIC AFFILIATES PC	MED SVC - JAIL	612.00
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	78.96

MMB LLC	SUPPLIES - CONSERVATION	15.53
MMB LLC	ROADS/PARTS	2,786.07
MMIC INSURANCE INC	INS PREMIUM - JAIL	3,639.00
MMIS HOLDINGS LLC	DRAINAGE - 2019 FLOOD - VANMAN - CONST/MAINT	116,586.82
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	617.08
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	168.50
MORPHO USA INC	PROF SVC - IT	2,411.00
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	1,831.95
MTS PARTNERS INC	SUPPLIES - JAIL	1,229.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	295.00
MYCOUNTYPARKS.COM INC	PROCESSING FEES - CONSERVATION	545.00
MYRA NIXON	REIMB EXP - RECORDER	94.42
NATIONAL ASSOCIATION OF COUNTY SERVICE VETERANS OFFICERS	MEMBERSHIP - VA	50.00
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	330.00
NCH CORPORATION	PROF SVC - B&G	1,324.12
NEBRASKA MACHINERY COMPANY	ROADS/SERVICE - 105	7,313.29
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVC - JAIL	749.70
NEW HOPE VILLAGE	SUPPORT SVC - SWIA MHDS REGION	6,200.00
NEW VISIONS HOMELESS SERVICES	GRANT - SWIA MHDS REGION	98,586.00
NEWMAN SIGNS INC	ROADS/MATERIALS	2,085.62
NEWTOWN AVOCA HISTORICAL SOCIETY COURTHOUSE COMMITTEE	RENT - BOARD	15,000.00
NEXTAFF GROUP LLC	MED SVC - PUBLIC HEALTH	178.75
NISHNA PRODUCTIONS INC	GRANT - SWIA MHDS REGION	160,273.14
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,949.69
NOLAN AMALGAMATED LLC	DRAINAGE - 2019 FLOOD - VANMAN - CONSTR/MAINT	29,445.00
NP DODGE REAL ESTATE SALES INC	RENT ASSIST - VA	750.00
NSG LOGISTICS LLC	ROADS/MATERIALS - UNDERWOOD	8,470.08
OMAHA COMPOUND COMPANY	SUPPLIES - B&G	1,057.02
OMAHA DOOR & WINDOW COMPANY INC	PROF SVC - AUDITOR	2,931.19
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	85.00
OMNI CENTRE LLC	RENT - WIC	1,983.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	8,742.00
OUTDOOR POWER GROUP INC	ROADS/PARTS	32.00
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	591.27
PARLAY CONSULTING FIRM INC	PROF SVC - SWIA MHDS REGION	16,000.00
PEOPLESERVICE INC	UTILITY ASSIST - GA	68.72
PHILLIP MCMARTIN	MEETING - BOARD	40.00
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEALTH	2,325.00
POPCO INC	MO BILL - PLANNING	54.75
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	2,839.51
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	162.58
POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION	PROF SVC - PUBLIC HEALTH	100.00
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSES - WIC	147.60
POTTAWATTAMIE COUNTY SHERIFF	DISTRICT SVC FEES - BOARD	2,788.00
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	435.20
PRIDE GROUP INC (THE)	RCF - SWIA MHDS REGION	25,235.78
PWF LLC	WELL CLOSURE - EAST POTT SWCD	200.00
QUADIENT INC	POSTAGE - SWIA MHDS REGION	140.99
QUADIENT LEASING USA INC	PROF SVC - BOARD	1,776.51
R & M HOUSING	RENT ASSIST - GA	575.00
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	813.76
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	602.70
RAFAEL RODRIGUEZ	REIMB EXP - IT	42.47
RAY ALLEN MANUFACTURING LLC	SUPPLIES - SHERIFF	557.88
RED OAK WELDING SUPPLIES	ROADS/RENT	112.20
REGIONAL WATER INC	MO BILL - CONSERVATION	1,150.50
REIMAN IOWA LLC	PROF SVC - CONSERVATION	341.00
REM DEVELOPMENTAL SERVICES INC	RENT ASSIST - SWIA MHDS REGION	7,200.00
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	298.15
RICHARD VOLZ	LANDSCAPING - EAST POTT SWCD	1,124.55
ROBERT M MCCALL JR	PROF SVC - B&G	16,355.00
ROBERT SORENSEN	LANDSCAPING - EAST POTT SWCD	3,250.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	121.00
S & S CASH REGISTER INC	PROF SVC - RECORDER	191.53
SAFETY & HEALTH COUNCIL OF GREATER OMAHA INC	ROADS/SUPPLIES	1,223.79
SAFETY REPORTS.COM INC	LICENSE - HR/RISK	1,800.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	298.63
SAMUEL ARKFELD	REIMB EXP - SHERIFF	278.20
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEALTH	3,000.00
SAPP BROS INC	FUEL - SHERIFF	11,326.50
SARPY COUNTY (NE)	SVC FEES - BOARD	21.91
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	200,302.37
SCOTT BELT	REIMB EXP - BOARD	119.03
SCOTT COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	52.54
SE, DIN PROPERTIES	RENT ASSIST - GA	250.00
SHARON L BEDSAUL	PROF SVC - CONSERVATION	50.00
SHELBY COUNTY (IA)	GRANT - SWIA MHDS REGION	60,704.70
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	282.56
SHENANDOAH MEDICAL CENTER	MED SVC - SWIA MHDS REGION	98,560.00
SIOUX COUNTY (IA)	MH ADVOCATE - SWIA MHDS REGION	818.13
SNAP ON INCORPORATED	ROADS/TOOLS	2,339.37
SOUTHWEST IOWA FAMILIES INC	SUPPORT - SWIA MHDS REGION	86,828.00
SOUTHWEST IOWA MENTAL HEALTH CENTER	CRISIS SVC - SWIA MHDS REGION	5,354.65
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	5,212.08
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	710.15
STAPLES INC	SUPPLIES - B&G	1,385.22
STAPLES INC	SUPPLIES - DHS	2,955.51
STATE OF IOWA	MED SVC - MED EXAMINER	12,493.19

STATE OF IOWA, SECRETARY OF STATE	NOTARY - JAIL	60.00
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	200.00
STEVE PLUMB	MEETING - BOARD	20.00
STEVEN MAGUIRE	REIMB EXP - SHERIFF	44.05
STEVEN PIERCE	LANDSCAPING - EAST POTT SWCD	1,162.50
SUNDQUIST ENGINEERING PC	DRAINAGE - 2019 FLOOD - SOUTH NOBLE - CONST/MAINT	1,040.00
SUNNY RIDGE FARMS LTD	LANDSCAPING - EAST POTT SWCD	1,206.05
SUNSHINE HOMES INC	RENT ASSIST - SWIA MHDS REGION	450.00
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	174.33
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	692.00
SYNCHRONY BANK	MO BILL - CONSERVATION	125.62
TANNER FRAIN	REIMB EXP - SHERIFF	50.00
TERRACON CONSULTANTS INC	PROF SVC - SHERIFF	1,227.25
THIEN FARM MANAGEMENT INC	PROF SVC - CONSERVATION	1,500.00
THIESCHAFFER TRUCKING	DRAINAGE - PONY CREEK - CONST/MAINT	3,500.00
THINK SPACE IT	PROF SVC - IT	29,056.80
TIMOTHY HUNTINGTON	PROF SVC - MED EXAMINER	1,500.00
TIMOTHY WICHMAN	REIMB EXP - BOARD	210.29
TORYANN CROZIER	PROF SVC - CONSERVATION	60.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	23,403.71
TRIBUNE NEWSPAPERS INC	SUPPLIES - SWIA MHDS REGION	79.92
TRILIX MARKETING GROUP INC	SUPPORT SVC - SWIA MHDS REGION	13,195.00
TRITECH SOFTWARE SYSTEMS	PROF SVC - IT	137,618.50
TRIVIUM LIFE SERVICES	DAY HAB - SWIA MHDS REGION	101,948.33
TW VENDING INC	SUPPLIES - JAIL	608.88
TYLER TECHNOLOGIES INC	PROF SVC - IT	3,152.50
UNDERWOOD FARM SUPPLY LLC	SUPPLIES - CONSERVATION	2,133.74
UNITED CHURCH OF AVOCA	RENT - WIC	50.00
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	568.71
UNITED STATES POSTAL SERVICE	PERMIT - AUDITOR	1,127.00
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	5,713.51
US BANK NATIONAL ASSOCIATION	MO BILL - PUBLIC HEALTH	99.55
VAN WALL EQUIPMENT	ROADS/SERVICE	7,412.25
VINCE GUYER	REIMB EXP - SHERIFF	267.50
VISUAL EDGE INC	PROF SVC - SWIA MHDS REGION	46.16
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	26.52
VOCATIONAL DEVELOPMENT CENTER INC	GRANT - SWIA MHDS REGION	111,155.50
VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	2,011.00
W W GRAINGER INC	SUPPLIES - B&G	893.90
WALKERS FIRST AVENUE	PROF SVC - SHERIFF	73.85
WAUBONSIE MENTAL HEALTH CENTER	GRANT - SWIA MHDS REGION	100,000.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,598.18
WESTERN ENGINEERING COMPANY INC	ROADS/MATERIALS	549.91
WESTERN IOWA DEVELOPMENT ASSOCIATION	DUES - BOARD	50,000.00
WESTLAKE HARDWARE INC	SUPPLIES - B&G	37.96
WEX BANK	ROADS/FUEL	24,903.03
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	471.29
WITT OBRIENS LLC	PROF SVC - PUBLIC HEALTH	3,910.00
WOODS & WYATT PLLC	DRAINAGE - PONY CREEK - PROF SVC	850.00
YAZOO COUNTY (MS)	SVC FEES - BOARD	45.00
YOUTH SHELTER CARE OF NORTH CENTRAL IOWA INC	PROF SVC - DHS	768.18
ZACHARIE NORMAN	REIMB EXP - SHERIFF	64.18
ZIMMERMAN SALES & SERVICE INC	PROF SVC - CONSERVATION	81.75
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	104,840.00
		<u>4,881,418.25</u>

Fund Summary	
Fund	Payment Amount
0001 - GENERAL BASIC FUND	590,431.46
0002 - GENERAL SUPPLEMENTAL FUND	715,442.18
0003 - GAMBLING RESOURCES FUND	86,668.92
0005 - WIC/FEDERAL FUNDING FUND	6,250.88
0011 - RURAL SERVICES BASIC FUND	69,253.12
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	311,867.30
0020 - SECONDARY ROADS FUND	450,626.60
0027 - CO CONSERV LAND ACQ	1,500.00
0036 - LOST SOIL CONS WEST FUND	846.00
0037 - LOST SOIL CONS EAST FUND	34,327.10
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	36,000.00
1610 - BOND SERIES 2018 CAPITAL FUND	1,931.28
1620 - BOND SERIES 2020A CAPITAL FUND	1,723.88
1630 - BOND SERIES 2021A CAPITAL FUND	37,457.00
1640 - BOND SERIES 2021B CAPITAL FUND	62,025.40
4000 - EMER MANAGEMENT SERVICE FUND	669.91
4010 - E911 FUND	17,486.10
4155 - MHDS REGION FUND	1,971,930.28
6000 - DRAINAGE	484,980.84
	<u>4,881,418.25</u>

Scheduled Sessions

**Drew Kamp/President & CEO, Council Bluffs
Area Chamber of Commerce.**

**Presentation to the Board on the contractual
agreement for Workforce Development
Services.**

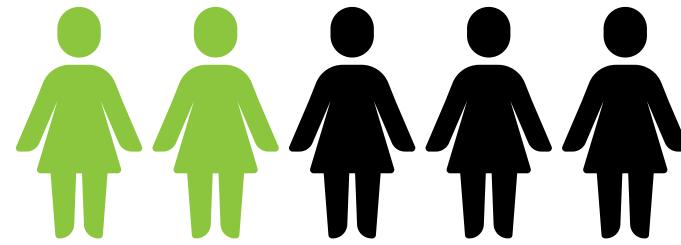


Workforce Objectives



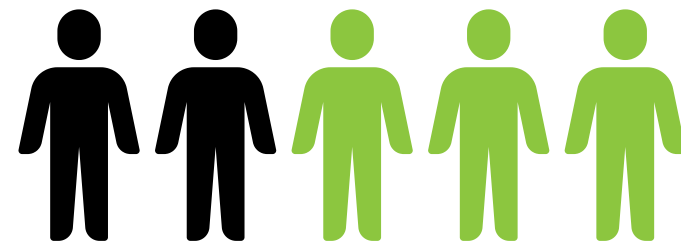
FY22 WFD Funding
Update

Workforce Challenges



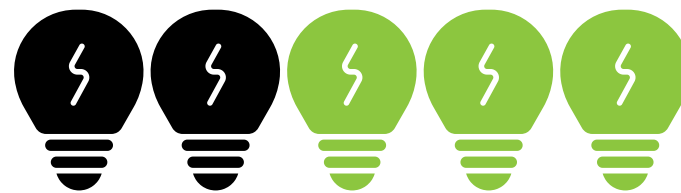
Reduce Employment Turnover

Reduce aggregate employee turnover within participating businesses to less than 10%. Improve employee retention.



Increase Labor Pool

Increase the percent of people participating in the labor pool to 80%.



Increase Brain Gain

Increase the % of individuals with training or education outside of high school to 55%.



Increase Fully-Funded Apprenticeships

Increase the number of employers that offer fully-funded apprenticeship programs to 50% (wage earned + paid education).

Workforce Eco-system



**Workforce
Lunch-n-
Learn +
Professional
Development
Series**



**WRC +
Industry
Sector
Partnerships +
New Talent
Pipelines**



**Employee
Satisfaction
Surveys =
UNbelievable
Workplaces**

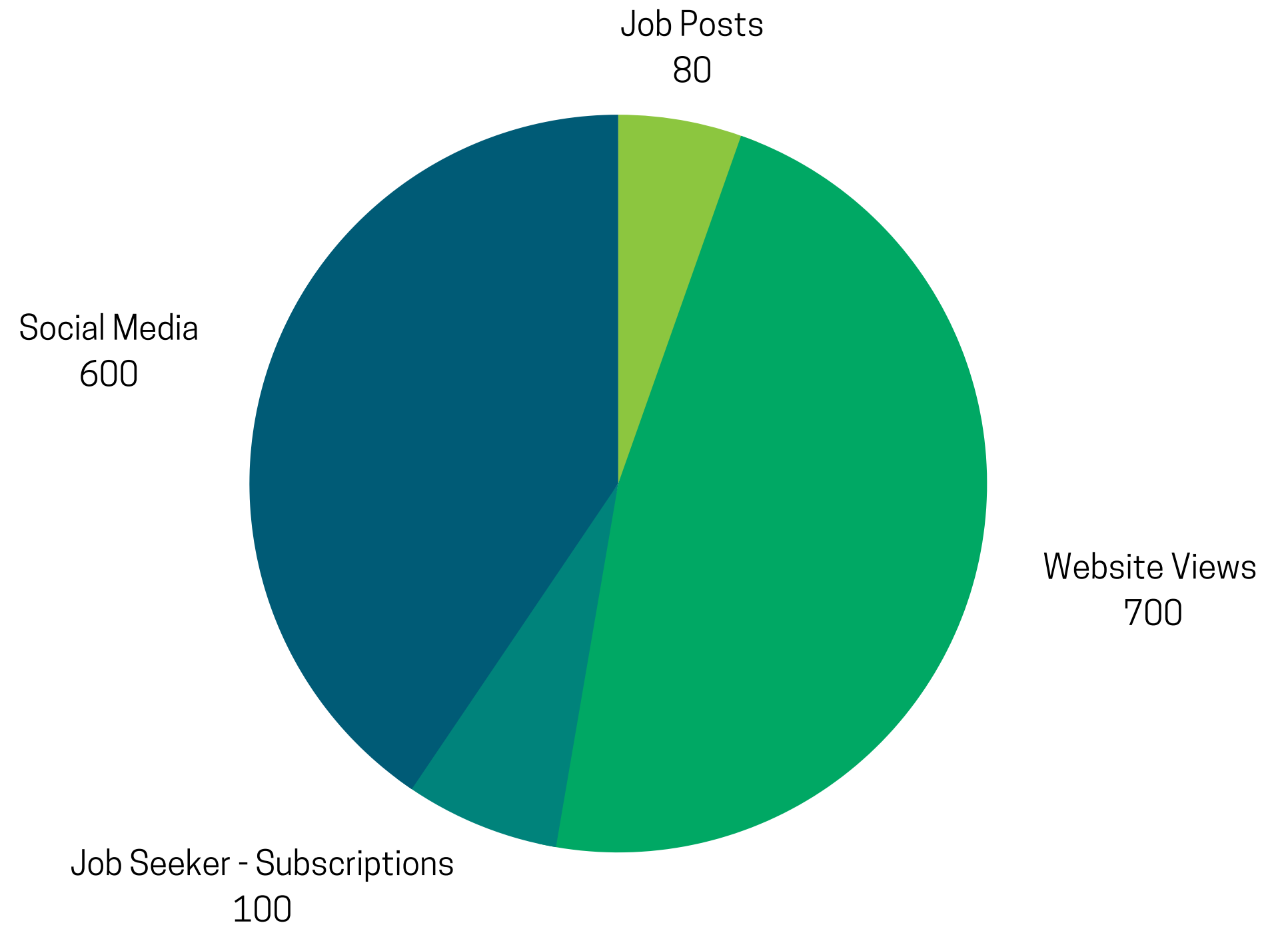


**Worklab
Innovations +
Mentorship
Programs**

Job Board

Members can post their open positions to our public job board. All job post are auto-populated to our FaceBook page - Council Bluffs Job Board.

Members may also share hiring flyers to be inserted into our weekly, Job Seeker Newsletter.



AVERAGE OUTPUTS PER WEEK

Lunch & Learns



Workforce Lunch & Learns

Outputs

10-20 attendees per month

Program Overview

Monthly program that offers members the chance to learn where are we in achieving our workforce eco-system goals. Collaborate with fellow chamber members and hear from a guest speakers that will focus on one of the following areas, HR programs, procedures, workforce culture, resources for recruiting and retention, and professional development.

Professional Development

New & Emerging Leaders

Outputs

2 - Per Year

30 - Attendees Each

Program Overview

This series of courses outlines the role of an ethical manager in the workplace. It develops the skills to motivate, empower, and grow employees in a culture of respect. We look at management from a perspective that recognizes WHAT leaders do is as important as HOW they do it. Reputation counts – yours and your organizations. Join us to develop the skills of ethical management.

Facilitated by, Business Ethics Alliance





Professional Development

Next Level Leadership

Outputs

2 - Per Year

30 - Attendees Each

Program Overview

This workshop focus on the tenants of the 5-Levels of Leadership.

The workshop also provides leaders an opportunity to create an actual leadership development plan for their organization

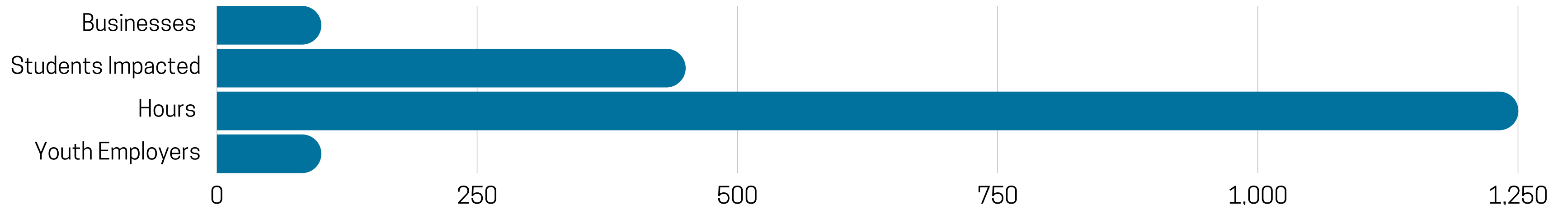
Facilitated by, Business Ethics Alliance.

GrowCB

Program Overview

GrowCB is intended to be a conduit and platform for youth-business partnerships. The program will be an ongoing program in which businesses provide work-based experiences directly to area students. The purpose of such a program is to help young people appreciate the importance of quality education and how it relates to opportunities in the workforce. Students will also explore the local workforce while continuing to focus on their education. The program will require a mutual commitment from the chamber, businesses, students, student programs, and area schools, who will work together to provide career awareness, exploration, and experience opportunities.

Each partnership is unique in that there is not a set curriculum. If a business is partnering through an area school districts' "work-based learning" or another student program, they become a GrowCB Business Member.





CB Career Acceleration

Outputs

24 - Participants

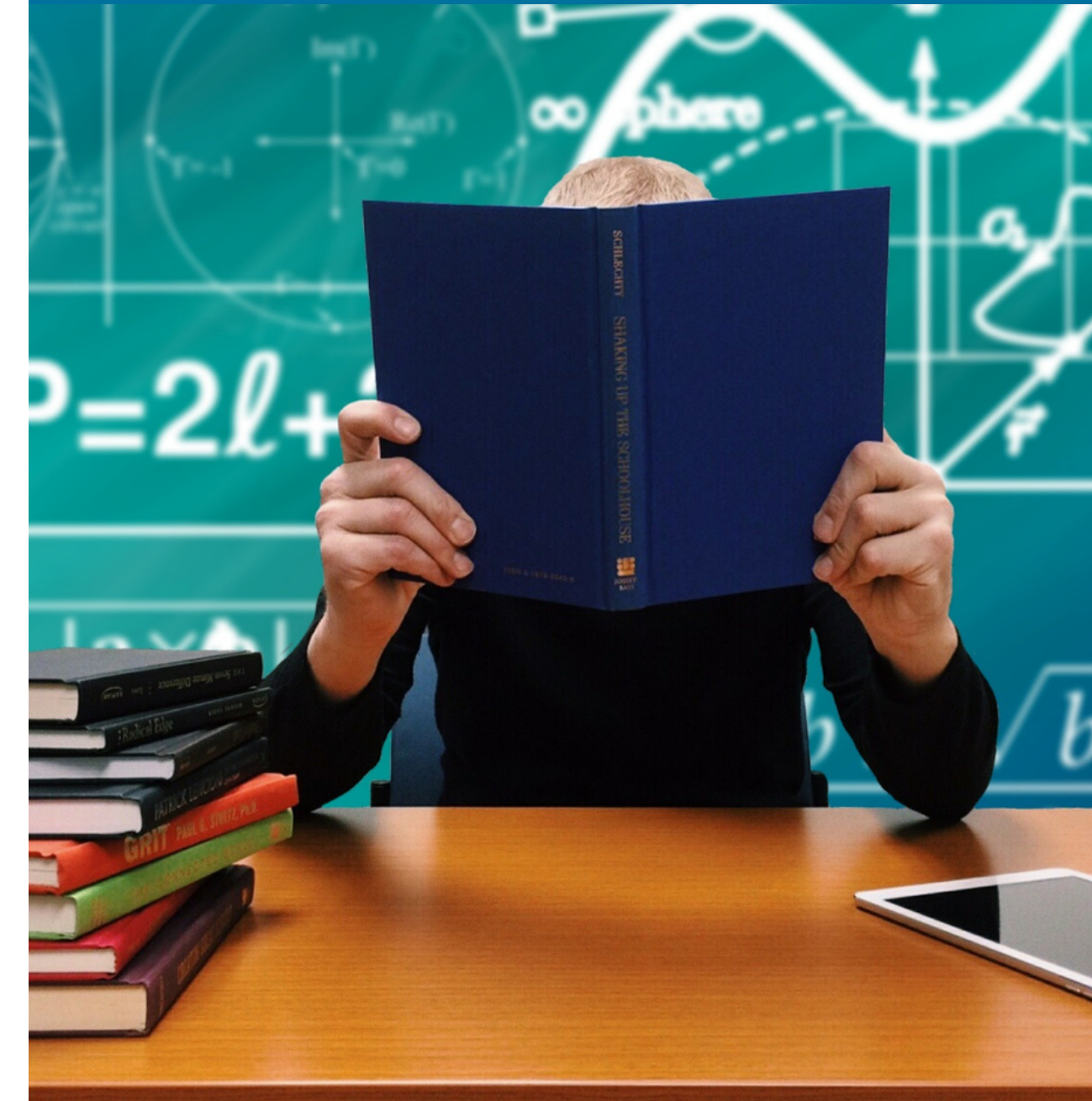
Program Overview

The Council Bluffs Area Chamber of Commerce is a proud partner of IWCC's E2E program and is excited to deliver CB Career Acceleration.

This program is focused on our residents that are currently under or unemployed that are looking to start a skilled career.

The CB Career Acceleration provides opportunities for participants to get assistance during their journey of education all the way to employment opportunities. The program will provide support for each participant as and after they have completed their continuing education program through E2E. This program is a supportive program to Iowa Western Community Colleges', Education to Employment.

Individuals that participate in CB Career Acceleration will also be put in direct contact with hiring businesses in their completed education fields.



YouScience



HOW DOES YOUR BRAIN TACKLE PROBLEMS?

OUTPUTS

75 - Participants



PROGRAM OVERVIEW

YouScience is an aptitude test that identifies the science of **YOU** – how your mind is wired, what makes you tick, the skills and knowledge that set you apart. The CB Chamber has purchased this software and made it available to anyone taking their HiSet or who have other career exploration desires.



un **BELIEVABLE**
WORKPLACES
PROGRAM OF
COUNCIL BLUFFS AREA CHAMBER OF COMMERCE

Outputs

30 - Participants

150 - Attending Celebration

Program Overview

UNbelievable Workplaces is an employee engagement and satisfaction program.

Awarded companies receive the following name and logo will be listed on this website, and at the top of the CB Chamber's Job Board, a window decal, a media kit, award, and two admission tickets to the UNbelievable Workplaces Celebration.

UNbelievable Workplaces CB is a great opportunity for businesses to keep their thumb on the pulse of their workplace culture and to showcase great companies throughout the Southwest Iowa area!

Future Programs

WE WILL START DEVELOPING THESE 2022|2023



RELOCATION EFFORTS

- Create a recruitment toolkit for HR managers and realtors.
- Start geofencing our relocation guide in areas that frequent CB.

HIGH SCHOOL RETENTION

- Market to high schools the opportunities in CB through many media channels.

WOMEN RETURN TO WORK - MENTORSHIP

- Develop a mentor program to help women return to the workforce.

MINI JOB FAIRS

- Host industry specific job fairs.

HIGH SCHOOL HIRING FAIR

- Host a hiring fair for all high schools.

DE&I IN THE WORKFORCE - WORKSHOPS

- Offer workshops focused on DE&I in the workplace

Resource Page

Our website has Workforce Development Pages. Stay update on programs.

- Employer Resources - <https://www.councilbluffsiaowa.com/employer-resources>
- Job Seeker Resources - <https://www.councilbluffsiaowa.com/job-seeker-resources>
- Student Resources - <https://www.councilbluffsiaowa.com/student-resources>
- Veteran Resources - <https://www.councilbluffsiaowa.com/veteran-resources>
- Job Board - <https://www.councilbluffsiaowa.com/jobs/>
- Program Pages - <https://www.councilbluffsiaowa.com/>

**Jason Slack/Director, Buildings & Ground
and Wyatt Wirges/Engineering Technologies,
Inc.**

**Discussion and/or decision to award bid for
the Courthouse Air Handler Replacement
Project.**



March 3, 2022

Mr. Jason Slack
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, IA 51501

RE: Pottawattamie County Courthouse – AHU Replacement Project
Bid Results
ETI Project No.: 2021-140

Dear Mr. Slack,

Engineering Technologies, Inc. has received and reviewed the sealed proposals prepared by the Contractors for the “Pottawattamie County Courthouse – AHU Replacement Project” submitted on February 24, 2022. Copies of the three (3) Bid Proposals are enclosed. “Ray Martin Company of Omaha” submitted an apparent low Base Bid amount of \$1,150,000.00.

We recommend the contract be awarded to the apparent low bidder “Ray Martin Company of Omaha” in the total base bid amount of **\$1,150,000.00**.

We have followed up with Ray Martin Company of Omaha and have confirmed that they have all aspects of the project included in their bid and intend to use products as specified. We believe them to be a reputable contractor and are qualified to install the systems specified and are capable of the work involved in this Project.

We will begin execution of the specified contract between the Owner and Contractor subsequent Board review and response to this recommendation which is expected at the March 8th, 2022 board meeting.

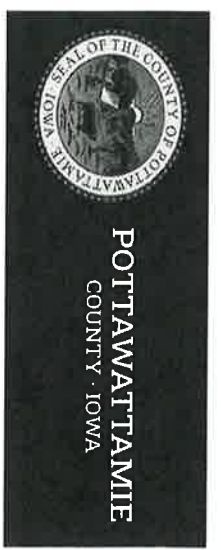
Please let us know if you have any questions.

Sincerely,

Wyatt Wirges

Enclosures: Bid Tab, Bids

Project: Pottawattamie County Courthouse - AHU Replacement
ETI Project No.: 2021-140
Bid Date: February 24, 2022
Bid Time: 11:00 a.m.



COMPANY	BID BOND	ADDENDUM #1	BASE BID
	ACKNOWLEDGED Y/N	ACKNOWLEDGED Y/N	
THE WALDINGER CORPORATION	Y	Y	\$ 1,374,494.00
RAY MARTIN COMPANY	Y	Y	\$ 1,150,000.00
PRAIRIE MECHANICAL	Y	Y	\$ 1,410,600.00
			\$
			\$
			\$
			\$
			\$

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **The Waldinger Corporation**
8802 South 121st Street
La Vista, NE 68128-5529

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**
One Tower Square
2SHS
Hartford, CT 06183

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto

Pottawattamie County Board of Supervisors
227 South 6th Street
Council Bluffs, Iowa 51501

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount ----- Dollars (\$ --- 5% ---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Pottawattamie Courthouse AHU Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of February, 2022

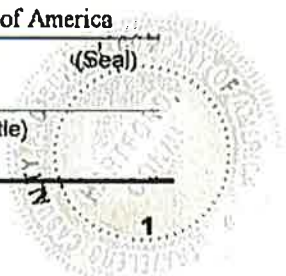
Wendy Quark
(Witness)

The Waldinger Corporation
(Principal) (Seal)

Chad Westphal
Chad Westphal (Title)
President - Omaha Division

Jessie Perkins
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
Dean M. Clark
Dean M. Clark, Attorney-in-Fact (Title)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dean M. Clark** of Des Moines Iowa, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of February, 2022



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

BID PROPOSAL

TO: **Jason Slack**
Pottawattamie County Board of Supervisors
Council Bluffs, Iowa

PROJECT: **Pottawattamie County Courthouse AHU Replacement**

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by Engineering Technologies Inc., 1111 North 13th Street, Suite 216, Omaha, NE 68102, dated February 3, 2022, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.	DATED
1	2-18-22
_____	_____
_____	_____
_____	_____

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner; by changes ordered in the work; by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

No bidder may withdraw their proposal within 60 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by a date to be determined. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$250.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.



THE WALDINGER CORPORATION

*Over 100 Years of Excellence -
People, Process, Productivity*

February 24, 2022

Pottawattamie County Board of Supervisors
227 South 6th Street
Council Bluffs, IA 51501

Attention: Jason Slack

Reference: Pottawattamie County Courthouse AHU Replacement

Subject: Mechanical Proposal

Gentlemen:

We are pleased to submit our quotation for plant, labor and materials for the mechanical installation for the referenced project. This quotation is based on the architectural plans and project specifications provided by Engineering Technologies Inc. on 02/03/2021.

We acknowledge Amendment 1 dated 2/18/22.

Our proposal includes the mechanical, HVAC and plumbing scope of work complete, except as noted under each individual section or generally excluded under "exclusions."

Exclusions, our proposal does not include the following items:

1. Liquidated damage allowance, as our portion of the work can be completed on schedule.
2. Delegated design of any kind.
3. Demolition of AHU concrete pads. We assume if the old pad is larger than the new, the pad can be left in place.
4. Utility company fees.
5. Asbestos, lead paint, or mold testing, removal, or abatement.
6. Full-time QA/QC and/or safety personnel.
7. Fire sprinkler systems, standpipes and associated devices.
8. Sales tax.
9. Temporary building conditioning during construction.



Clarifications to our proposal:

1. Please note that we are experiencing a high level of volatility in our commodities supply chain. Our proposal must be accepted within 12 days to ensure current commodity pricing is secured and maintained. If our proposal is accepted outside of this timeframe, we reserve the right to adjust pricing.
2. Proposal is based on using AHU's manufactured by VTS. Lead time on their units is currently 9-weeks from submittal approval.
3. Our proposal is based on doing 2 major shutdowns: 1 for cold deck units and 1 for hot deck units.
4. Our pricing is based on utilizing a dedicated elevator to haul away small debris and bring in material. Large equipment and demo will be hauled out using the roof access hatch.
5. We have no material / equipment production or shipping guarantees from any vendors. All lead times are highly volatile. This is outside of our control and subject to change at any time.
6. This proposal assumes that the building structure can support the loads imposed by equipment and materials installed by us without any additional reinforcing. We do not include any additional structural supports for material and equipment.
7. The schedule shall be made in consultation with us and allow us time to perform our work on an 8-hour day, 40-hour week basis unless specifically stated otherwise elsewhere in this proposal. We do not include overtime costs for delays caused by others.
8. Final payment shall be made promptly after completion and acceptance of our work. The Waldinger Corporation proposes a 50% reduction in retention at 50% project completion.
9. We shall be provided with a reasonable on-site storage area and convenient delivery access to our work.
10. We shall be provided, at no cost, an adequate number of sets of contract documents and drawings for construction of the facility.
11. We shall be provided, at no cost, a complete set of Auto CAD backgrounds for our use in coordination.
12. Builder's risk insurance will be provided by others, insuring The Waldinger Corporations interests as an additional insured, with waivers of subrogation between all insureds, and with deductibles not exceeding \$5,000. To the extent that our work is to be insured by property insurance in lieu of builder's risk, our proposal relies on the property coverage to insure our work, to the extent the loss is from a covered peril. If you want us to provide builder's risk, it will be done at an add to the quoted price.



THE WALDINGER CORPORATION

- 13. In the event a contract requires us to add parties as additional insureds to the General Liability policy, it will be done using ISO CG 20 10 04/13 or 12/19 edition endorsements.
- 14. We include no allowance for operation of the permanent mechanical systems to provide temporary heating or cooling. We assume that if it becomes necessary to use the permanent mechanical system, a change order will be issued defining the terms of its use, the responsibility for its operation, and addressing any limitations or adjustments in warranty.
- 15. Asbestos testing, removal, and abatement are specifically excluded.
- 16. The Contractor or Owner shall furnish and make available to us, free of charge, use of manned hoisting facilities on a scheduled basis during normal working hours.
- 17. The Waldinger Corporation will not be financially responsible for warranty repairs unless the required preventive maintenance is performed during the warranty period.

This proposal is further based upon receiving and acceptable contract with mutually acceptable contract terms and conditions, generally like AIA A401 or AGC ConsensusDocs750.

Our price for the work outlined above is ONE MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS \$1,374,494.00

The above prices are firm for 12 days. If this proposal is accepted outside of this timeframe, we reserve the right to adjust pricing.

Thank you for the opportunity to present this proposal.

Sincerely,
Amanda Zimmerman
Mechanical Estimator



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ray Martin Company of Omaha
5126 F Street
Omaha, Nebraska 68117

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, Iowa 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Pottawattamie County Board of Supervisors
227 S. 6th St.
Council Bluffs, IA 51501

BOND AMOUNT:

Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Pottawattamie County, Iowa Courthouse - AHU Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February, 2022

(Witness)

Ray Martin Company of Omaha
(Principal)
(Seal)

(Title) Alexander Jambor, Vice President
Employers Mutual Casualty Company

Judiana Bottlett
(Witness)

(Surety)
(Seal)

(Title) Courtney Gordon, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original contract that changes will not be obtained.

Int.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Courtney Gordon

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

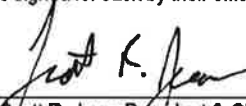
AUTHORITY FOR POWER OF ATTORNEY

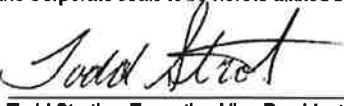
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

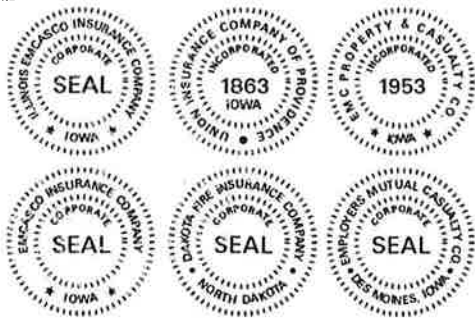
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

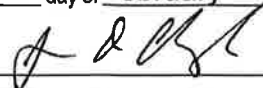
My Commission Expires October 10, 2022.


 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of February, 2022.


 Vice President


TOTAL LUMP SUM BASE BID: One Million One Hundred Fifty Thousand (AC)
~~One million Seventy Three Thousand~~ Dollars
 (\$ ~~1,073,000~~ 1,150,000 (AC))

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

VOLUNTARY SUBSTITUTIONS

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
<u>Heat Recovery Chiller</u>	<u>Multistack (Mech. Subs)</u>	add / deduct \$ <u>12,000</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be affixed by a duly authorized (Officer, Partner, Owner), this _____ day of _____, 2022.

FIRM NAME: Ray Martin Company
 MAILING ADDRESS: 5126 F Street
Omaha, NE 68117
 TELEPHONE: (402) 553-7300
 BY: 
Alexander Jamison
 (Printed name)
Vice President
 (Title)



AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Prairie Mechanical Corporation**
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Inland Insurance Company**
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **Nebraska**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Pottawattamie County Board of Supervisors**
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Pottawattamie County Courthouse AHU Replacement**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **February, 2022**

(Witness)

Prairie Mechanical Corporation
(Principal) (Seal)

(Title)

(Witness)

Inland Insurance Company
(Surety)

(Title) **Maura P. Kelly** (Seal)
Attorney-in-Fact

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County

of

ss.
Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 22nd day of February, 20 22.

Philip C. Abel

Director



BID PROPOSAL

TO: **Jason Slack**
Pottawattamie County Board of Supervisors
Council Bluffs, Iowa

PROJECT: **Pottawattamie County Courthouse AHU Replacement**

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by Engineering Technologies Inc., 1111 North 13th Street, Suite 216, Omaha, NE 68102, dated February 3, 2022, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.	DATED
1 _____ _____ _____	Feb18,2022 _____ _____ _____

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

No bidder may withdraw their proposal within 60 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by a date to be determined. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$250.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

TOTAL LUMP SUM BASE BID:

One Million Four Hundred Ten Thousand Six hundred Dollars
(\$ 1,410,600.00)

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

VOLUNTARY SUBSTITUTIONS

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
<u>AHU / FCU</u>	<u>VTS</u>	add / deduct \$ <u>110,000.00</u>
<u>AHU / FCU</u>	<u>Carrier / Samsung</u>	add / deduct \$ <u>12,600.00</u>
<u>AHU / FCU</u>	<u>Daikin</u>	add / deduct \$ <u>89,000.00</u>
<u>Chiller</u>	<u>Multistack</u>	add / deduct \$ <u>12,000.00</u>

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be affixed by a duly authorized (Officer, Partner, Owner), this 24 day of February, 2022.

FIRM NAME: Prairie Mechanical

MAILING ADDRESS: 2842 Tucker St, Omaha NE.68112

TELEPHONE: 402-331-4050

BY: 

David Klug

(Printed name)

Estimator

(Title)



Prairie Mechanical Corporation
2842 Tucker Street
Omaha, NE 68112-1838-

P: 402.331.4050
F: 402.331.4078

Pottawattamie County Courthouse AHU Replacement

To: Pottawattamie County Board of Directors
Date: Thursday, February 24, 2022

We appreciate the opportunity to provide the labor, materials and equipment for the scope of work defined below. Our proposal is defined by ETI plans and specifications dated Feb 3rd, 2022. We acknowledged Addendums 1.

Base Bid: Please see bid form for pricing and breakouts

HVAC Scope of work *INCLUDES*:

- Mechanical Demolition
- Hydronic Equipment and Piping
- Condensate Drain Piping
- Ventilation - Ductwork installation and Fabrication
- Mechanical Insulation
- Temperature Controls
- Testing and Balancing
- Hoisting of Mechanical Equipment
- General construction
 - Removal and reinstallation of ceilings where noted
 - Concrete work including installation of housekeeping pads
- Electrical Work
 - As noted on drawings
- Roofing (cutting, replacement or patching)
 - As noted on drawings
- Core Drilling
- Bond
- Permits

Scope of work *EXCLUDES*:

- Sales Tax
- Glycol purchase, install, removal, disposal, or treatment.
- Overtime, premium time, holiday or shift work
- Commissioning assistance
- or slabs must be done by others
- Plumbing
- Fire protection piping system and backflow preventer, together with underground service or related activity such as pipe identification, testing etc.
- Lawn sprinkler system (connections, hookups or permits)
- Toilet accessories or any wall/ ceiling backing required
- Rough-in changes for plumbing fixtures being replaced
- X-ray or Dye-pin testing of welded pipe systems
- Duct Leak Testing
- Duct Cleaning
- Drip pans for HVAC and plumbing systems
- Site work and site utilities including area drains
 - Foundation Drain piping (interior or exterior of the building foundation)
- Wood blocking for mechanical curbs and units on roof by others
- Cutting and patching of all square penetrations
- Cutting and patching of all sheet metal penetrations. We will provide the sleeves only.
- Sound/Acoustical or fire caulking
- Clean-Up – we will haul our own refuse to containers furnished by others
- Painting
- Heat tracing
- Access panels
- Ceiling removal or replacement
- Building layout or surveying work
- Line voltage on any of the controls, including power to the controls transformer
- Capitol Facilities Fees
- CAD/BIM Coordination Drawings
- Builders Risk Insurance
- Temporary facilities and services such as water, heat, light, cooling, humidification or dehumidification, temporary filters and/ or labor to replace, power, toilets, costs for soil testing, and security.
- De-watering
- Removal and replacement of unusable or unsuitable soils
- Density testing
- Rock excavation or removal from site

Thank you for the opportunity to submit this proposal. If we can provide any additional information to you or clarify any of the information accompanying this proposal, please feel free to contact us. On behalf of the entire Prairie Mechanical team, we thank you for considering our services. This proposal is good for 30 days from the above mentioned date.

This proposal and alternates listed above are hereby accepted and Prairie Mechanical Corporation is authorized to proceed with the work

Prairie Mechanical Corporation

Signature

Name:

Name: David Klug

Title:

Title: Estimator

Date:

Date: Thursday, February 24, 2022

Mark Shoemaker/Director, Conservation.

Discussion and/or decision to approve and authorize Board Chairman to sign Farm Lease with Craig Hotze.

Farm Lease w/ Craig Hotze

GROVE TWP 17-74-39 PT SE SE & 20-74-39 PT NE NE
Comm 138.85' SE COR SEC 17 TH SW 669.08' N283.91' W
364.92' S307.35' SW276.37' SE 270.43' SW442.07' N
1934.4' E1327.46' S818.15' TO POB (INCLUDES PARCEL A
SE SE PARCELS B & C NE NE) commonly referred to as
Wheeler Grove Conservation Area.

FARM LEASE
Recorder's Cover Sheet

Preparer Information:

227 South 6th Street, 5th Floor, Council Bluffs, IA 51501, Phone: (712) 328-5649

Taxpayer Information:

Mark Shoemaker, Director, Pottawattamie County Conservation, 227 South 6th Street,
Council Bluffs, IA 51501

Return Document To:

Mark Shoemaker, Director, Pottawattamie County Conservation, 227 South 6th Street,
Council Bluffs, IA 51501

Grantors:

Pottawattamie County Conservation

Grantees:

Craig Hotze

Legal description: Pottawattamie County

Document or instrument number of previously recorded documents:

FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County and (Conservation Dept.) ("Landlord"), whose address for the purpose of this Lease is 227 South 6th Street, Council Bluffs, Iowa 51501 and Craig Hotze ("Tenant"), whose address for the purpose of this Lease is 40652 Chestnut Road, Carson, IA 51525.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Pottawattamie County, Iowa (the "Real Estate"):

GROVE TWP 17-74-39 PT SE SE & 20-74-39 PT NE NE COMM 138.85'N SE COR SEC 17 TH SW669.08' N283.91' W364.92' S307.35' SW276.37' SE270.43' SW442.07' N1934.4' E1327.46' S818.15' TO POB (INCLUDES PARCEL A SE SE PARCELS B & C NE NE) commonly referred to as Wheeler Grove Conservation Area

and containing 23.4 total acres, more or less, with possession by Tenant for a term of two (2) years to commence on March 1, 2022, and end on March 1, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. CASH RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$6,435.00 payable, unless otherwise agreed, as follows:

\$3,217.50 on March 1, 2022;

\$3,217.50 on November 1, 2022;

\$3,217.50 on March 1, 2023; and

\$3,217.50 on November 1, 2023.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date.

Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall

pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year. Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated n/a % the first year and n/a% the second year, and on all other crops allocated n/a % the first year and n/a % the second year. Lime and trace minerals shall be allocated over n/a years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental

plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- ### b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals **may not** be stored on

the premises for more than one year. Farm chemicals for use on other properties **may not** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste **may not** be disposed of on the premises. Dead livestock **may not** be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. TERMINATION OF LEASE. This Lease shall NOT automatically renew upon expiration of the term set forth in Paragraph 1. All notices of termination of this Lease shall be as provided by law; failure by Landlord to serve proper notice of termination shall result in termination of the Lease as provided by the Code of Iowa.
8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord THIRTY-THREE DOLLARS (\$33.00) per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay

any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Tenant is not an agent of the Landlord.
16. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
17. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
18. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
19. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this

transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.** Tenant agrees to follow best farming practices including contour planting, crop rotation and no-till planting. Tenant further agrees to plant on hillside contour to minimize runoff and erosion; to plant a cover crop each year (wheat, oats or alfalfa preferred); to maintain all terraces within the cropped land on an annual basis (and to repair any holes or breaks within 30 days of crop removal); and to maintain all ditches, rills and erosion with the cropped area on an annual basis. Tenant shall NOT remove any crop residue from the property without written permission from Landlord or spray chemicals on any day above label recommended wind speed to minimize drift onto adjacent CRP acres. Tenant further agrees to NO fall tillage, fertilizer application or spraying and no aerial spraying of any type or time.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____

TENANT:

LANDLORD

Craig Hotze

Tim Wichman, Chairman Board of Supervisors

Attest: Melvyn Houser, Auditor

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____, by Craig Hotze.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____, by Tim Wichman and Melvyn Houser as Chairman and Auditor, respectively of Pottawattamie County.

Signature of Notary Public

Farm Lease w/ Craig Hotze

Tract #1, The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) and the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of the Section 14, Township 74 North, Range 39, West of the 5th P.M.; and Tract #2, the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 11, Township 74, Range 39, West of the 5th P.M.

FARM LEASE
Recorder's Cover Sheet

Preparer Information:

227 South 6th Street, 5th Floor, Council Bluffs, IA 51501, Phone: (712) 328-5649

Taxpayer Information:

Mark Shoemaker, Director, Pottawattamie County Conservation, 227 South 6th Street,
Council Bluffs, IA 51501

Return Document To:

Mark Shoemaker, Director, Pottawattamie County Conservation, 227 South 6th Street,
Council Bluffs, IA 51501

Grantors:

Pottawattamie County Conservation

Grantees:

Craig Hotze

Legal description: Pottawattamie County

Document or instrument number of previously recorded documents:

FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County and (Conservation Dept.) ("Landlord"), whose address for the purpose of this Lease is 227 South 6th Street, Council Bluffs, Iowa 51501 and Craig Hotze ("Tenant"), whose address for the purpose of this Lease is 40652 Chestnut Road, Carson, IA 51525.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Pottawattamie County, Iowa (the "Real Estate"):

Tract #1: The North Half of the Northeast Quarter (N1/2 NE 1/4) and the North Half of the Northwest Quarter (N 1/2 NW1/4) of the Section 14, Township 74 North, Range 39, West of the 5th P.M.;

and

Tract #2: The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 11, Township 74 North, Range 39, West of the 5th P.M.

and containing 75.5 total acres, more or less, with possession by Tenant for a term of two (2) years to commence on March 1, 2022, and end on March 1, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. CASH RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ 275/acre payable, unless otherwise agreed, as follows:

\$10,381.25 on March 1, 2022;
\$10,381.25 on November 1, 2022;
\$10,381.25 on March 1, 2023; and
\$10,381.25 on November 1, 2023.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date.

Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year. Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated n/a % the first year and n/a% the second year, and on all other crops allocated n/a % the first year and n/a % the second year. Lime and trace minerals shall be allocated over n/a years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and

harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage

and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals **may not** be stored on the premises for more than one year. Farm chemicals for use on other properties **may not** be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste **may not** be disposed of on the premises. Dead livestock **may not** be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. TERMINATION OF LEASE. This Lease shall NOT automatically renew upon expiration of the term set forth in Paragraph 1. All notices of termination of this Lease shall be as provided by law; failure by Landlord to serve proper notice of termination shall result in termination of the Lease as provided by the Code of Iowa.
8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord THIRTY-THREE DOLLARS (\$33.00) per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. NO AGENCY. Tenant is not an agent of the Landlord.
16. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
17. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.
18. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
19. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
20. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
21. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
22. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
23. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned

or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.** Tenant agrees to follow best farming practices including contour planting, crop rotation and no-till planting. Tenant further agrees to plant on hillside contour to minimize runoff and erosion; to plant a cover crop each year (wheat, oats or alfalfa preferred); to maintain all terraces within the cropped land on an annual basis (and to repair any holes or breaks within 30 days of crop removal); and to maintain all ditches, rills and erosion with the cropped area on an annual basis. Tenant shall NOT remove any crop residue from the property without written permission from Landlord or spray chemicals on any day above label recommended wind speed to minimize drift onto adjacent CRP acres. Tenant further agrees to NO fall tillage, fertilizer application or spraying and no aerial spraying of any type or time.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED: _____

TENANT:

LANDLORD

Craig Hotze

Tim Wichman, Chairman Board of Supervisors

Attest: Melvyn Houser, Auditor

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____, by Craig Hotze.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____, by Tim Wichman and Melvyn Houser as Chairman and Auditor, respectively of Pottawattamie County.

Signature of Notary Public

**Cheri Dahleim/Coordinator, Chief Medical
Examiner Investigator.**

**Discussion and/or decision on on-call policy
revision.**

PCMEO Medical Examiner's Office

Decedent Removal Discussion

Current Process (policy 602, attached):

Decedents would be removed by funeral home of NOK designation. PCMEO would contact funeral home and assist with removal at scene. If there were no one to designate funeral home (i.e. no one present, no known NOK, accident scenes, etc), then an On Call funeral home would be contacted for removals. Any removal fees would be passed to next of kin, should the on call funeral home handle the disposition of decedent. Once contacted, should NOK choose to use another funeral home, the fee for removal by the On Call funeral home would be billed to the receiving funeral home that the NOK designated. Participation in the On Call process is strictly voluntary for funeral homes.

Pottawattamie County Funeral Homes:

There are currently six funeral homes in Pottawattamie County.

Cutler O'Neill	Maher
Hoy Kilnoski	Pauley Jones
Loess Hills	Rieken Vieth

Of the six, four are currently participating in the on call funeral home rotation. Pauley Jones handles the north eastern side of the county, Loess Hills the south east, and Cutler O'Neill and Maher handle Council Bluffs proper and the smaller towns in the north western half of the county. Hoy Kilnoski and Rieken Vieth have opted to not participate in the On Call rotations.

Current PCMEO removal costs:

Removal fee: \$0.00 (NOK assumes cost of removals, billed by funeral home.)

Body bags: \$0.00 (Removal policy 602 provides that funeral homes provide body bags at no cost to PCMEO. PCMEO has stocked bags for use in situations that warrant need (hospital deaths that will be autopsied, etc.). Cost of standard bags at last purchase in June 2021 was \$16.17 (bag +shipping).)

Cutler O'Neill/Maher Proposal 02/18/2022 (attached):

PCMEO would be billed by Cutler O'Neill/Maher as On Call Funeral home for removals that would be handled by another funeral home, should the NOK opt for another. Should Cutler O'Neill funeral home handle the disposition of decedent, there will be no removal charge to PCMEO. Should NOK choose an alternate funeral home after removal by Cutler O'Neill, PCMEO would be charged as follows:

Removal Fee: \$150.00

Body Bag Fee: \$75.00

Trade Service Removal Alternative:

There are two "trade service" companies in operation in Omaha, NE: Douglas Trade Service and MidAmerica First Call. In addition to offering embalming, cremation, transportation, and ship out services to funeral homes, they offer removal services. They do not offer services to the general public. Both trade services have made verbal agreement to current policies, should PCMEO choose to utilize them for removals and/or transports and are willing to do so at no cost to PCMEO, but will instead bill receiving funeral homes for removal fees.

Pottawattamie County Medical Examiner's Office

Title: Removal/Transport of Decedents

Policy Number: 601

Effective Date: January 11, 2012

Revision Date: March 1, 2022

Authorized by: Board of Supervisor's (January 17, 2012)

Policy:

It is the policy of the Pottawattamie County Medical Examiner's Office to contact funeral homes to remove decedents from death scenes and to transport, when requested, the decedents to/from the Iowa Office of the State Medical Examiner in Ankeny, IA, in accordance with the guidelines and responsibilities established below.

Definitions:

PCMEO – Pottawattamie County Medical Examiner's Office

IOSME – Iowa Office of the State Medical Examiner

NOK – next of kin; designee as defined in Iowa Code 144C.5

Death scene – physical location of the decedent

Removal of Decedents – see PCMEO Policy Number 601; removal of decedents from death scene

On-call funeral home – see PCMEO Policy Number: 602; On-Call Funeral Home

Unclaimed body – see PCMEO Policy Number 603: Unclaimed/Unidentified Decedent

Policy 601: Removal of the decedents from death scene

Guidelines:

When the PCMEO investigates and subsequently declines jurisdiction of a decedent, the PCMEO will attempt to locate the NOK to arrange for the removal of the decedent from the death scene.

- When the NOK is present or has been notified of a death, they may request the services of a specific funeral home for the removal of the decedent from the death scene. The funeral home chosen by the NOK will be notified by the PCMEO to respond to the death scene and remove the decedent.
 - If the funeral home chosen by the NOK is located more than 30 miles away from Pottawattamie County, the funeral home will be notified of the death and if they do not have a funeral home to partner within Pottawattamie County, the PCMEO may elect to contact the on-call funeral home for the removal. The on-call funeral home shall make arrangements with the funeral home chosen by the NOK to receive the decedent. Any costs, including removal, incurred by the on-call funeral home shall be forwarded to the funeral home chosen by the NOK for payment.
- When the NOK is unavailable or unwilling to request a specific funeral home, or when the NOK is not notified or is unknown at the time of the removal, the PCMEO will assume temporary responsibility for the removal of the decedent and notify the on-call funeral home to remove the decedent from the death scene.
 - When the removal of the decedent has been completed by the on-call funeral home and the NOK selects the on-call funeral home for the decedent's final disposition, any costs, including removal, incurred by the on-call funeral home shall be forwarded to the NOK for payment.
 - When the removal of the decedent has been completed by the on-call funeral home and the NOK selects a funeral home other than the on-call funeral home for the decedent's final disposition, the on-call funeral home shall make arrangements with the funeral home chosen by NOK to receive the decedent. Any costs, including removal, incurred by the on-call funeral home shall be forwarded to the funeral home chosen by the NOK for payment.
 - When the removal of the decedent has been completed by the on-call funeral home and the decedent remains unclaimed for 36 hours refer to PCMEO Policy Number 603: Unclaimed/Unidentified Decedent.

Responsibilities:

PCMEO shall be responsible for the following:

- Contact the funeral home requested by the NOK or the on-call funeral home.
- Provide the funeral home with the decedent's information.
- Ensure the removal of the decedent by the funeral home.

Funeral home shall be responsible for the following:

- Respond to the death scene.
- Remove the decedent from the death scene.
- Should NOK choose another funeral home for disposition of decedent, On Call funeral home will coordinate release of decedent to receiving funeral home and bill receiving funeral home for removal expense.

Reimbursements:

The NOK assumes the financial responsibility for funeral home incurred costs, including the removal, to be billed to NOK only by the funeral home completing final disposition. If funeral home handling removal is not funeral home that handles final disposition, funeral home that completed removal will bill only receiving funeral home for removal fees.

For reimbursements regarding unclaimed decedents, refer to PCMEO Policy Number 603: Unclaimed/Unidentified Decedent.

Policy 601: Transport of the decedent from death scene to/from the Iowa Office of the State Medical Examiner

Guidelines:

When the PCMEO requests an autopsy of a decedent to be performed at the IOSME, the PCMEO will attempt to locate the NOK to arrange for the transportation of the decedent from the death scene to/from the IOSME.

Transport to the IOSME:

- When the NOK is present or has been notified of a death, they may request the services of a specific funeral home for transport of the decedent from the death scene to the IOSME. The funeral home chosen by the NOK will be notified by the PCMEO to respond to the death scene and transport the decedent to the IOSME.
 - If the funeral home chosen by the NOK is located more than 30 miles away from Pottawattamie County, the funeral home will be notified of the death and if they do not have a funeral home to partner with in Pottawattamie County, the PCMEO may elect to contact the on-call funeral home for transport.
- When the NOK is unavailable or unwilling to request a specific funeral home, or when the NOK is not notified or is unknown at the time of transport, the PCMEO will notify the on-call funeral home to transport the decedent from the death scene to the IOSME.

Transport from the IOSME:

- When the NOK selects a funeral home for the decedent's final disposition, the selected funeral home is responsible for contacting the IOSME and transporting the decedent from the IOSME to the funeral home.

Responsibilities:

PCMEO shall be responsible for the following:

- Contact the funeral home requested by the NOK or the on-call funeral home.
- Provide the funeral home with the decedent's information.
- Ensure the placement of an identification tag* on the decedent and on the outside of the body bag.
- Ensure the placement of a lock tag* on the outside of the body bag.
- Ensure the removal of the decedent by the funeral home.

Funeral home shall be responsible for the following:

- Respond to the death scene.
- Provide a body bag.
- Immediate transport of the decedent to the IOSME, unless otherwise arranged with IOSME by PCMEO Investigator.
- Contact the IOSME to determine the release date and time of the decedent for retrieval.

Reimbursements:

Funeral home requests for reimbursement of costs incurred must be submitted in writing to the PCMEO.

- Transport of a decedent to the IOSME is eligible for reimbursement up to \$500.00 paid by the PCMEO.
- Transport of a decedent from the IOSME is eligible for reimbursement up to \$350.00 paid by the PCMEO.
- Cost of removal is financial responsibility of NOK. Funeral home completing final disposition is responsible for billing NOK. Funeral home that completes removal but not final disposition is to bill receiving funeral home for removal fees.

Pottawattamie County Medical Examiner's Office

Title: On-Call Funeral Home

Policy Number: 602

Effective Date: January 11, 2012

Revision Date: March 1, 2022

Authorized by: Board of Supervisors (January 17, 2012)

Policy:

It is the policy of the Pottawattamie County Medical Examiner's Office to identify certain funeral homes who shall be designated as an on-call funeral home and act under the direction of the Pottawattamie County Medical Examiner's Office.

Definitions:

PCMEO – Pottawattamie County Medical Examiner's Office

NOK – next of kin; designee as defined in Iowa Code 144C.5

Death scene – physical location of the decedent

Policy 602: On-call funeral home designation

Guidelines:

A funeral home located within Pottawattamie County has the opportunity to be an on-call funeral home by agreeing to the terms and conditions in this policy.

- The list of PCMEO on-call funeral home(s) will be reviewed and renewed annually.
- The PCMEO will make the schedule and designate the response area in accordance with the location and availability of the on-call funeral home(s).
- The PCMEO assumes responsibility of the decedent until NOK assumes responsibility.
- The PCMEO reserves the right to remove an on-call funeral home from the list.

Responsibilities:

Funeral home shall be responsible for the following:

- Respond to the death scene and remove or transport the decedent in accordance with the Guidelines, Responsibilities, and Reimbursements set forth in PCMEO Policy: 601; Removal/Transport of Decedents.
- Ability to store the decedent in a refrigerated and secure location until notified by the PCMEO, NOK, or the funeral home chosen by NOK.
- Contact the PCMEO if there is no contact from the NOK or the funeral home chosen by the NOK within 36 hours.
- Accept the possibility of removing and storing a decedent who qualifies as an unclaimed decedent under PCMEO Policy Number: 603; Unclaimed/Unidentified Decedent.
- If requested, complete unclaimed decedent final disposition in accordance with the Guidelines, Responsibilities, and Reimbursements set in PCMEO Policy 603: Unclaimed and or Unidentified Decedents.
- Refrain from soliciting the NOK unless contact is initiated by the NOK.
- Release the decedent to the funeral home chosen by the NOK, if different. Any expenses for removal of decedent will be billed to the receiving funeral home.

Reimbursements:

There are no reimbursements made to an on-call funeral home outside of reimbursements set forth in PCMEO Policy: 601; Removal/Transport of Decedents, PCMEO Policy 603; Unclaimed/Unidentified Decedents.

Cutler-O'Neill
MEYER-WOODRING
Funeral Home & Crematory

545 Willow Avenue • Council Bluffs, IA 51503 • Phone: (712) 322-7779

Scott Belt
Brian Shea
Cheri Dahlheim

February 18, 2022

Re: On Call Services

Cutler-O'Neill Funeral Home will remain the On Call Funeral Home under these circumstances.

We will receive payment directly from PCMEO for the fees listed below. Cutler-O'Neill Funeral Home WILL NOT be responsible for collecting fees from another source or NOK.

Respond to death scene:	\$150.00 Removal Fee
Body bag:	\$75.00

Your response, and or, acceptance of this proposal is appreciated by February 28, 2022.

Regards,

William Cutler, III
Stephen O'Neill
Matthew O'Neill
William Cutler, IV
Jana Rowe

Matthew Wyant/Director, Planning and Zoning and Representative from Field Day.

Discussion and/or decision for review and approval of RFP for Public Health Building.



PROJECT DETAILS

The Pottawattamie County Division of Public Health is soliciting proposals from qualified firms to provide general contractor services for an anticipated project start of Spring 2023 for 515 5th Avenue aka 518 Pearl Street. Pottawattamie County conceptualizes a 26,000+ sf building consisting of clinic, office and meeting spaces, parking, and sitework on a 38,000 sf parcel.

The Pottawattamie County Division of Public Health is working with Alley Poyner Macchietto Architecture (APMA) on the design of the building. Attached is a package put together by APMA for your reference.

SUBMISSION REQUIREMENTS

Response format should be:

1. A single pdf file emailed to:
Molly Huerter at molly@fielddaydev.com
2. Five (5) printed copies delivered by **4:00 p.m. on March 25th** to Field Day Development at 1111 N 13th Street, Suite 103, Omaha, NE 68102. Please coordinate a drop-off time with Molly Huerter at molly@fielddaydev.com.

Proposals should be **addressed** to Matt Wyant, Director of Planning and Development, Pottawattamie County, 223 South 6th Street, Council Bluffs, IA 51501.

PROPOSALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE ACCEPTED.

The request for proposal does not commit The Pottawattamie County Division of Public Health to award a contract or to pay any costs incurred in the preparation of the proposal.

The Pottawattamie County Division of Public Health reserves the right to extend the due date for the proposals, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified general contractor, or to cancel this RFP in part or in its entirety.

RFP SCHEDULE

Issue RFP and publish in The Daily Nonpareil: Thursday, March 10th, 2022

Proposals due: Friday, March 25th, 2022 by 4:00 p.m.

Evaluation of proposals: Week of March 28th, 2022

Interviews: Thursday, April 7th, 2022

Proposal award: Week of April 11th, 2022

Pricing due: Friday, April 29th, 2022 by 4:00 p.m.

The intent of this process is to collect information from the qualified contractors with a written response to the proposal requirements. If needed, an interview session with the owner, architect



and project management team will be scheduled. All information submitted will remain confidential to the owner.

PROPOSAL REQUIREMENTS

Respondents are required to submit the following information:

1. Cover letter that includes the name of the responding firm, contact person, phone number and email address.
2. Provide company background, brief history, and a list of current and projected 2023 projects with contract amounts and square footage.
3. Submit an organization diagram showing all key team members and their roles for this project.
4. Provide relevant project experience by the firm and participating staff to include year completed, total cost and client contact.
5. Contracts to be used are the AIA 133 and A201. The Contractor shall identify any modifications or issues with these contracts as a part of this proposal submission.
6. Provide an effective project communication strategy that includes all players.
7. Describe in detail, your proposed pre-construction process including:
 - a. Methods, procedures and length of time needed for budgeting/estimates at Schematic Design, Design Development and Construction Document phases
 - b. Procurement & subcontractor selection process
 - i. How do you target small and emerging businesses
 - c. Competitive bidding process for self-performed work
 - d. Controlling costs with value engineering if needed
 - e. Development of project schedule
8. Provide a detailed list of how you will charge for your services.
 - a. Please fill out the attached matrix. Contractors must provide a base fee where an X is placed. X's should not be moved.
 - i. Note any additional items that will be billed as direct costs to the owner that may be missing and how they will be charged to the project.
 - b. Provide a labor rate schedule for all positions that will be billed on this project.
 - c. Provide a list of any company owned equipment anticipated to be used on the project and provide a rate schedule for this equipment.
9. Provide insurance certificate & bonding capacity.
10. List any litigation, arbitration, or conflicts of interest resulting from the past 5 years.



QUESTIONS, SELECTION & EVALUATION PROCEDURES

Field Day Development is acting as the project manager for The Pottawattamie County Division of Public Health and is the point of contact for questions related to the RFP. Email or call Amy Hutfles at amy@fielddaydev.com or 402-669-6265.

If needed, presentations will be limited to 25 minutes allowing an additional 20 minutes for questions and discussion with the selection committee.

Initial pricing to finalize the budget will be needed within 2 weeks of being selected.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between The Pottawattamie County Division of Public Health and the firm selected. The Pottawattamie County Division of Public Health reserves the right without prejudice to reject any or all proposals.

DRAFT

Project Name: Pottawattamie County Division of Public Health

Fee and General Conditions Matrix

INSTRUCTIONS							
1. Provide your fees as noted below based on the "X" in this matrix. Any qualifications should be noted in the Comments column.							
2. Identify any items not included or N/A.							
	PRECONSTRUCTION SERVICES	OH&P FEE	GENERAL CONDITIONS	DIRECT COST	BY OWNER	N/A	COMMENTS
ITEM							
Staffing							
Project Executive/Principle		X					
Project Manager		X					
Superintendent			X				
Project Engineer			X				
Estimator		X					
Scheduler		X					
Safety Manager			X				
VDC or BIM Manager			X				
Other Staff Not Listed Above			X				
Preconstruction Services							
Estimating	X						
Site Investigation	X						
Scheduling	X						
Value Engineering	X						
Others	X						
Quality Control							
Structural Review					X		
Building Skin Review					X		
Other Peer Review					X		
Administration/Miscellaneous							
Main Office Overhead		X					
Contract Administration		X					
Business Development		X					
Training & Development		X					
Accounting		X					
Quality Control		X					
Risk Management		X					
Legal		X					
HR		X					
Licenses		X					
Warranty		X					
Other		X					
Construction & Jobsite Operations							
Mobilization/Demobilization			X				
Trailers/Job Office			X				
Onsite Storage (e.g. conex)			X				
Cell Phones			X				
Radios			X				
Office Supplies			X				
Vehicles, Fuel, Maintenance			X				
Travel Expenses			X				
Construction Dewatering			X				
Snow Removal			X				
Document Reproduction			X				
Postage & Couriers			X				
Site Signage			X				
Misc. Signage			X				
Traffic Control				X			
Lane Closures				X			
Temp Roads / Construction Staging Area			X				
Work Access			X				
Latrines			X				
Water, Ice, Cups			X				
Dumpsters/Trash Removal			X				
Field Engineering and Equipment			X				
Surveying & Layout				X			
Temporary Utilities			X				
Weekly Cleaning			X				
Final Cleaning			X				
Fire Protection			X				
Temp. Enclosures and Partitions				X			
Winter Protection				X			
Special Inspections					X		
Jobsite Fence			X				
Safety Supplies			X				
Finished Work Protection			X				
Security				X			
Erosion/Pollution Control Maintenance			X				
Equipment							
Material Handling (Skid-steer or similar)				X			
Forklift				X			
Hoisting				X			
Equipment Fuel				X			
Technology							
Submittal Tracking (e.g. Procore, Submittal Exchange, etc)			X				
Drone			X				
Jobsite Technology (e.g. printer, laptop, etc.)			X				
All Other Technology Costs - In house data management & IT		X					
Permits/Fees/Insurance							
Building Permits				X			
Capital Facilities Fees					X		
Tap and meter fees					X		
Builders Risk Insurance				see comment	see comment		Owner's discretion on who carries.
General Liability Insurance		X					

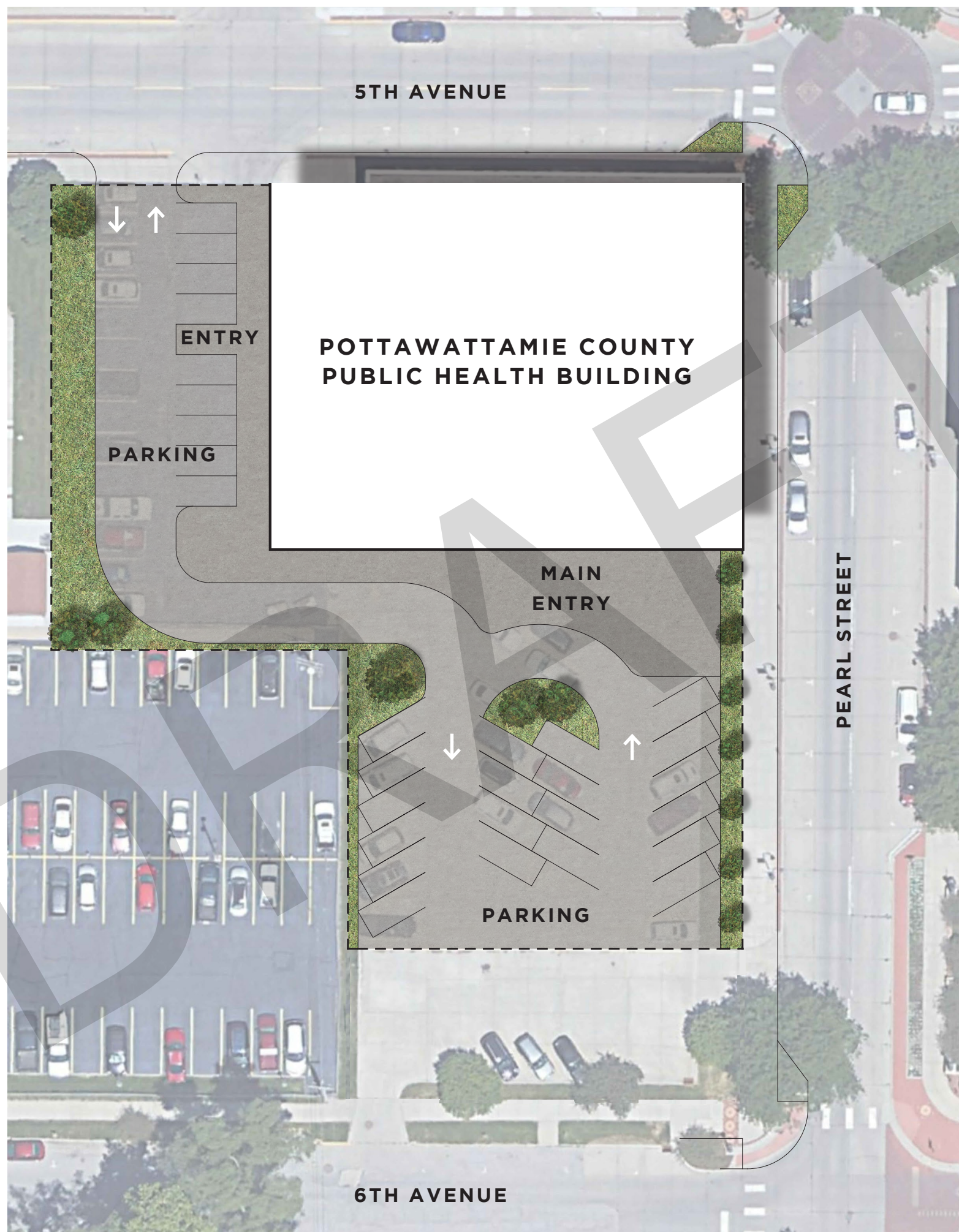
A. Preconstruction Cost / Fee	\$ -			
B. Overhead & Profit Fee	\$ -			
C. General Conditions Cost	\$ -			
C.1 Anticipated Construction Duration (months)		0		
C.2 Monthly GC Costs		#DIV/0!		
D. Total Proposal Amount = A + B + C	\$ -			
Performance and Payment Bond (if required)		0.00%		
Change Order Fee - (%) - Subcontracts or Suppliers		0.00%		
Change Order Fee - (%) - Self Performed Work		0.00%		

GC to identify budget the fee is based on

GC to identify amount % is based on



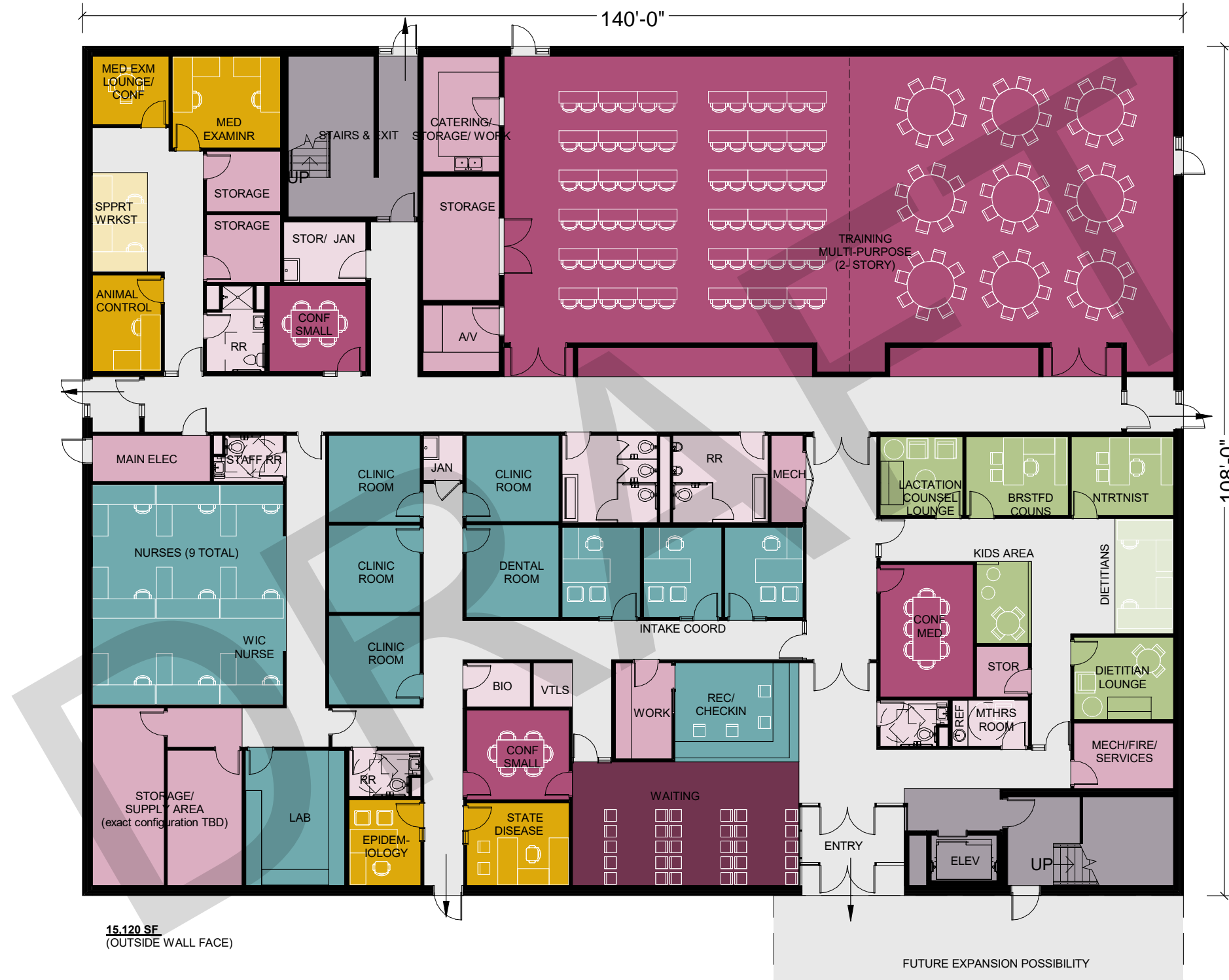
SITE PLAN



NOT TO SCALE 

FIRST FLOOR PLAN

15,120 gsf

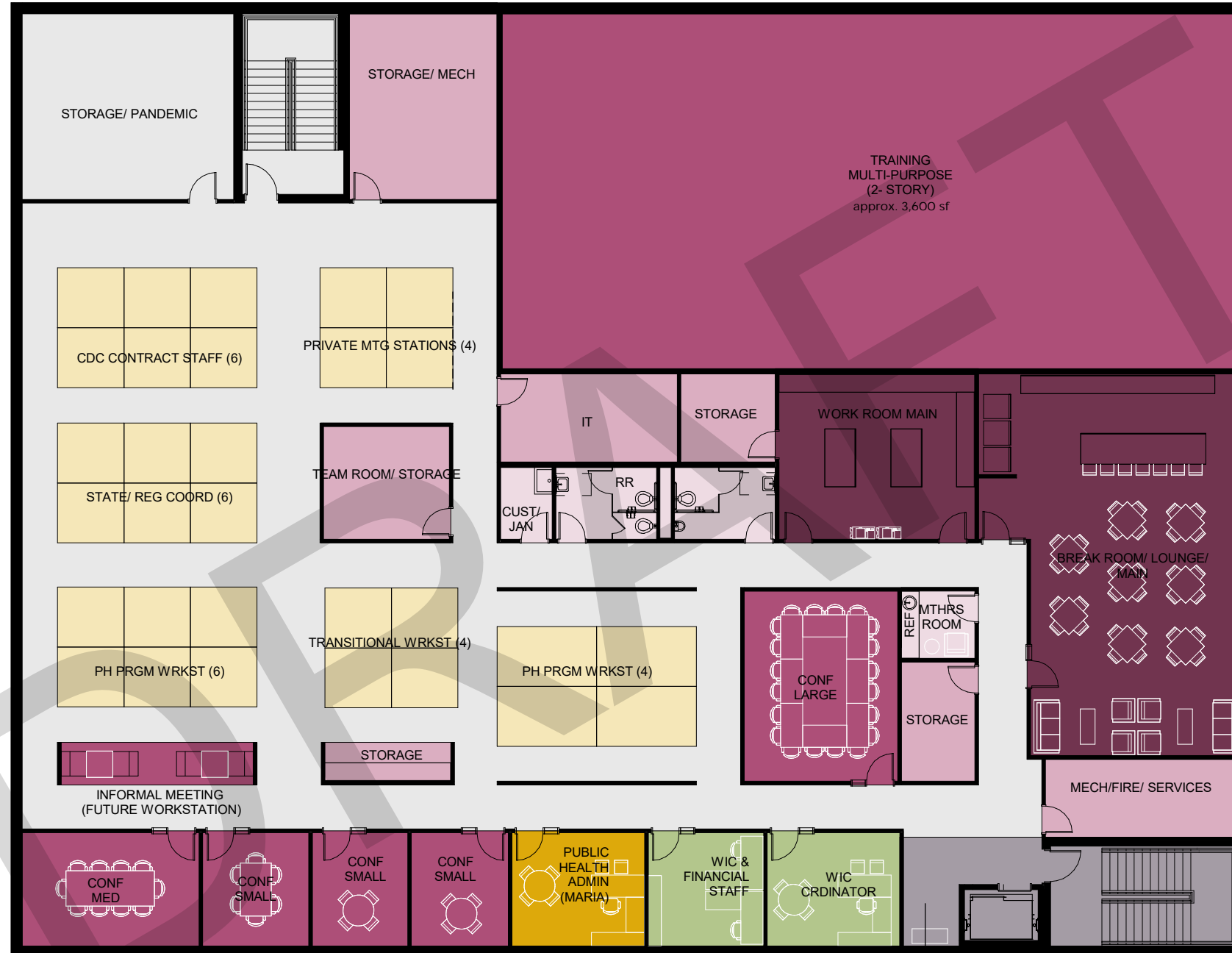


15,120 SF
(OUTSIDE WALL FACE)

NOT TO SCALE 

SECOND FLOOR PLAN

11,460 gsf

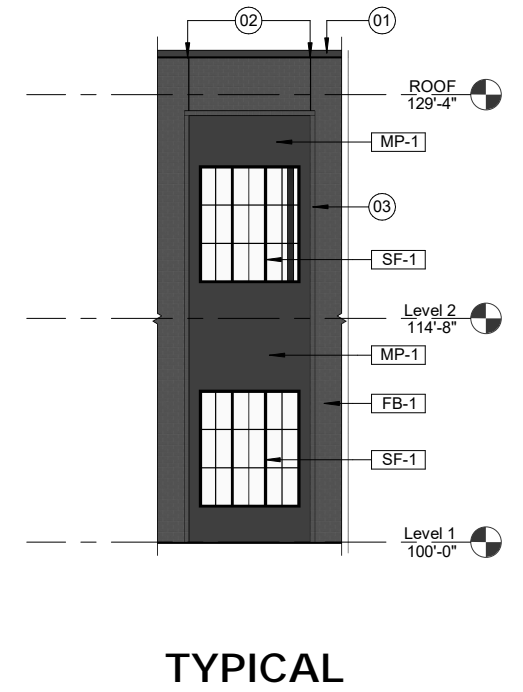


11,460 SF
(OUTSIDE WALL FACE)

NOT TO SCALE 

SD EXTERIOR ELEVATIONS

ELEVATION KEYED NOTES	
01	PREFINISHED METAL COPING
02	MASONRY CONTROL JOINT
03	BRICK FRAMED OPENING: VERTICAL STACK BOND, HORIZONTAL ROWLOCK
04	MANUFACTURED ALUMINUM CANOPY
05	ENTRY CANOPY



MATERIAL LEGEND	
CW-1	CURTAIN WALL
SF-1	STOREFRONT
MP-1	METAL PANEL
FB-1	FACE BRICK

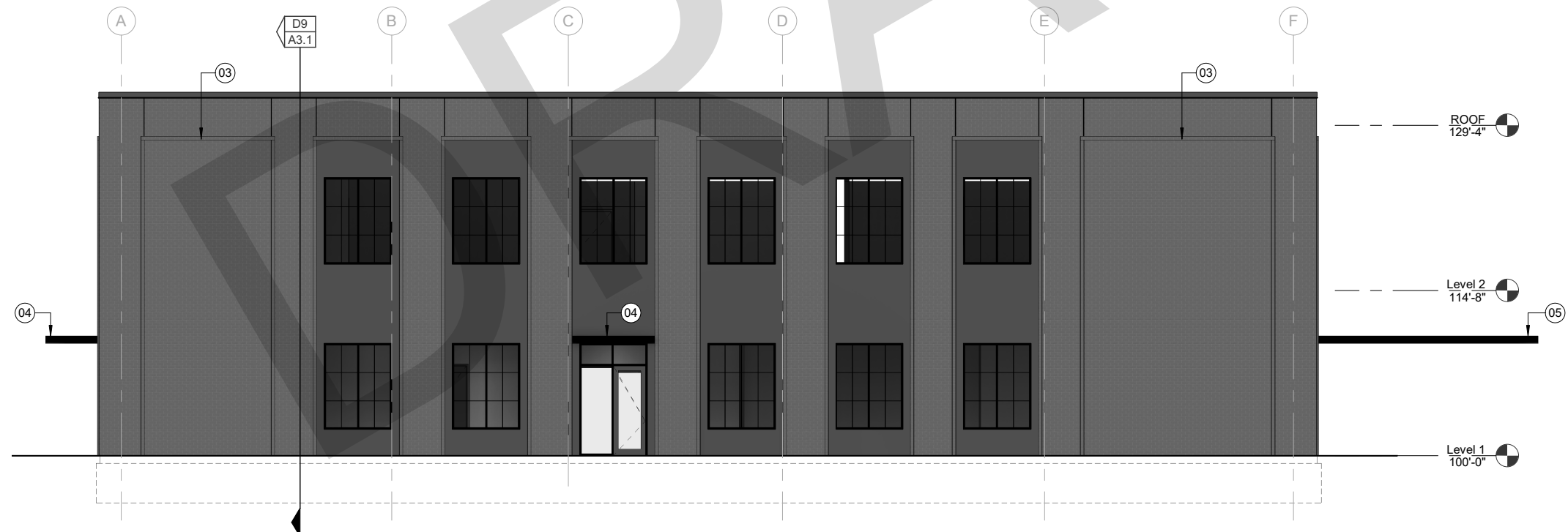
NOT TO SCALE

SD EXTERIOR ELEVATIONS

ELEVATION KEYED NOTES	
01	PREFINISHED METAL COPING
02	MASONRY CONTROL JOINT
03	BRICK FRAMED OPENING: VERTICAL STACK BOND, HORIZONTAL ROWLOCK
04	MANUFACTURED ALUMINUM CANOPY
05	ENTRY CANOPY



NORTH



WEST

MATERIAL LEGEND	
CW-1	CURTAIN WALL
SF-1	STOREFRONT
MP-1	METAL PANEL
FB-1	FACE BRICK

NOT TO SCALE





Other Business

**Becky Lenihan/Tax and Finance Officer,
Auditor's Office.**

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 13-2022, Resolution No. 14-2022, Resolution No. 15-2022, Resolution No. 16-2022, Resolution No. 17-2022, Resolution No. 18-2022 and Resolution 19-2022.

RESOLUTION 13-2022

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$645,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$645,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive ora and/or written objections from any resident or property owner of the County to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$645,000 General Obligation Capital Loan Notes (Essential County Purpose #1), for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of (a) equipping and remodeling the Courthouse including new furniture for the Treasurer; (b) equipping and remodeling the Courthouse including new furniture for GIS; (c) equipping and remodeling the Courthouse including updating the audio/video system hardware and software; (d) equipping and remodeling the Pottawattamie County Jail and Sherriff Office including wiring and networking components; (e) equipping and remodeling the Courthouse including equipping conference room with audio/video system; (f) equipping and remodeling the Sherriff Office addition including computer hardware and software; (g) equipping and remodeling the Sherriff Office addition including new furniture; (h) erecting and equipping the Pottawattamie County Jail and Sherriff Office including construction of a storage shed; and (i) equipping and remodeling the Courthouse including new furniture for Planning.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$645,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12, 2022)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF

A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$645,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1) OF THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the _____ day of _____, 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$645,000 General Obligation Capital Loan Notes (Essential County Purpose #1), for essential county purposes, to provide funds to pay the costs of (a) equipping and remodeling the Courthouse including new furniture for the Treasurer; (b) equipping and remodeling the Courthouse including new furniture for GIS; (c) equipping and remodeling the Courthouse including updating the audio/video system hardware and software; (d) equipping and remodeling the Pottawattamie County Jail and Sherriff Office including wiring and networking components; (e) equipping and remodeling the Courthouse including equipping conference room with audio/video system; (f) equipping and remodeling the Sherriff Office addition including computer hardware and software; (g) equipping and remodeling the Sherriff Office addition including new furniture; (h) erecting and equipping the Pottawattamie County Jail and Sherriff Office including construction of a storage shed; and (i) equipping and remodeling the Courthouse including new furniture for Planning.

Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 14-2022

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED
\$245,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES (ESSENTIAL COUNTY PURPOSE #2) OF
POTTAWATTAMIE COUNTY, STATE OF IOWA
(FOR ESSENTIAL COUNTY PURPOSES), AND
PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$245,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive ora and/or written objections from any resident or property owner of the County to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$245,000 General Obligation Capital Loan Notes (Essential County Purpose #2), for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of peace officer communication equipment and other emergency services communication equipment and systems including a mobile command vehicle.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$245,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$245,000 GENERAL OBLIGATION CAPITAL

LOAN NOTES (ESSENTIAL COUNTY PURPOSE #2) OF
THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of March 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$245,000 General Obligation Capital Loan Notes (Essential County Purpose #2), for essential county purposes, to provide funds to pay the costs of peace officer communication equipment and other emergency services communication equipment and systems including a mobile command vehicle. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 15-2022

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$300,000
GENERAL OBLIGATION CAPITAL LOAN NOTES
(GENERAL COUNTY PURPOSE #3) OF
POTTAWATTAMIE COUNTY, STATE OF IOWA
(FOR GENERAL COUNTY PURPOSES), AND
PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #3), for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquiring and equipping new sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$300,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF THE
COUNTY (FOR GENERAL COUNTY PURPOSES), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the _____ day of _____ 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #3), for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquiring and equipping new sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 16-2022

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #4) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #4), for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquiring and equipping the secondary roads department including mowing equipment and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12, 2022)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$300,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES (GENERAL COUNTY PURPOSE #4) OF THE
COUNTY (FOR GENERAL COUNTY PURPOSES), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of March 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #4), for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquiring and equipping the secondary roads department including mowing equipment. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 17-2022

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$300,000
GENERAL OBLIGATION CAPITAL LOAN NOTES
(GENERAL COUNTY PURPOSE #5) OF
POTTAWATTAMIE COUNTY, STATE OF IOWA
(FOR GENERAL COUNTY PURPOSES), AND
PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #5), for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improving approximately nine sites and adding approximately ten full hookup sites at Arrowhead Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12, 2022)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$300,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES (GENERAL COUNTY PURPOSE #5) OF THE
COUNTY (FOR GENERAL COUNTY PURPOSES), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of March, 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes (General County Purpose #5), for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improving approximately nine sites and adding approximately ten full hookup sites at Arrowhead Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 18-2022

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$120,000
GENERAL OBLIGATION CAPITAL LOAN NOTES
(GENERAL COUNTY PURPOSE #6) OF
POTTAWATTAMIE COUNTY, STATE OF IOWA
(FOR GENERAL COUNTY PURPOSES), AND
PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$120,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$120,000 General Obligation Capital Loan Notes (General County Purpose #6), for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improvement, reconstruction and equipping of existing camping cabins at Arrowhead Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$120,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12, 2022)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$120,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES (GENERAL COUNTY PURPOSE #6) OF THE
COUNTY (FOR GENERAL COUNTY PURPOSES), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of March 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$120,000 General Obligation Capital Loan Notes (General County Purpose #6), for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improvement, reconstruction and equipping of existing camping cabins at Arrowhead Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

RESOLUTION 19-2022

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$90,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #7) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$90,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at _____ .M., on the 22nd day of March, 2022, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$90,000 General Obligation Capital Loan Notes (General County Purpose #7), for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including playground equipment at Hitchcock Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$90,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 12, 2022)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$90,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES (GENERAL COUNTY PURPOSE #7) OF THE
COUNTY (FOR GENERAL COUNTY PURPOSES), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of March, 2022, at _____ .M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$90,000 General Obligation Capital Loan Notes (General County Purpose #7), for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including playground equipment at Hitchcock Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this _____ day of _____ 2022.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<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 J. Houser, County Auditor

Jana Lemrick/Director, Human Resources.

**Discussion and/or decision on FY 22/23
employee health insurance.**

Received/Filed

Office of

No 042714

Pottawattamie County Treasurer

2/22/22 for January
Date 2022

Received from Pottawattamie County
Sheriffs Office

Payor Pottawattamie County Sheriffs
Office

Amount Sixty Nine Thousand Two Hundred
Eleven Dollars & ⁰⁹/₁₀₀ - \$ 69,211.09

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 2/23/22

January 1, 2022		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$3,515.00	Weapon Permits	0001-1-05-1060-441000-000
\$65,696.09	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$69,211.09	Total Deposit	
	\$26,248.03	total check #221523
	\$42,963.06	total check #221524
	\$69,211.09	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

01/01/2022 - 01/31/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 01/01/2022 - 01/31/2022.

Disbursements:

Paid to Others:

State - Weapon Permit Amount	835.00
Refunds; Publication; Sales; Com	272,338.42

Subtotal	273,173.42
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Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	50,351.73
Postage	5,012.73
Transport - Officer Expenses	5,918.72
Mileage Amount	4,152.91
Report Amount	190.00
County - Weapon Permit Amount	3,515.00
Other - Subpoena	70.00

Subtotal	69,211.09
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Total	342,384.51
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The above information is respectfully submitted on 2/22/2022



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

01/01/2022 - 01/31/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 01/01/2022 - 01/31/2022.

Receipts:

Service Fees - Notary Fees; Copy Fees	47,576.77
Postage	4,726.94
Transport - Officer Expenses	5,918.72
Mileage Amount	4,088.91
Report Amount	200.00
County - Weapon Permit Amount	3,885.00
State - Weapon Permit Amount	940.00
Refunds; Publication; Sales; Com	593,455.38
Other - Subpoena	70.00
Unapplied	-79.00
Total	660,782.72

The above information is respectfully submitted on 2/22/2022



Andy Brown
Pottawattamie County, IA

Fee Book (02/01/2022 - 02/28/2022)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #02/01/2022# AND {FMXFUS01_RPT_POTT.TndrDate} <= #02/28/2022#

	<u>Count</u>	<u>Total Fund Amount</u>
Recording Fees		
RMA	1150	\$1,156.00
E-Commerce	1150	\$1,156.00
Audit	298	\$1,655.00
Recording	1150	\$27,190.00
County Transfer Tax	156	\$10,063.73
State Transfer Tax	156	\$48,277.87
Photo Copies	22	\$278.00
Total For Recording Fees	4082	\$89,776.60
Other Fees		
COUNTY PASSPORT PHOTO FUND	46	\$7,425.60
Total For Other Fees	-46	\$7,425.60
Boats		
Boat Writing	19	\$1,363.75
Boat State	19	\$38,349.40
Boat Title County	12	\$100.00
Boat Title State	12	\$130.00
Boat Liens State	4	\$26.00
Use Tax	16	\$16,068.64
Boat Lien County	4	\$20.00
Road Pass	16	\$2,050.00
DNR Postage	19	\$416.00
Total For Boats	121	\$58,523.79
Hunt and Fish		
Hunt Fish County	6	\$10.00
Hunt Fish State	6	\$653.00
Total For Hunt and Fish	12	\$663.00
ELSI		
ELSI County	31	\$411.25
ELSI State	18	\$2,377.00
Total For ELSI	49	\$2,788.25
Vitals		
Cert Copy County	54	\$2,892.00
Cert Copy State	54	\$7,953.00
Marriage County	37	\$148.00
Marriage State	37	\$1,147.00
Total For Vitals	182	\$12,140.00
Collected Total:		\$171,317.24
Charged Total:		\$90.00
Grand Total:		\$171,407.24

Recorder

MR #	42951	Feb-22		ck# 5244
Amount	Account #	Account Name		
\$3,040.00	0001-1-07-8110-413000-000	Vital Records		
\$1,156.00	0024-1-07-8110-400001-000	RMA		
\$421.25	0001-1-07-8110-409000-000	ELSI		
\$10,063.73	0001-1-07-8110-404000-000	Transfer Tax		
\$27,468.00	0001-1-07-8110-400000-000	Office Fees		
\$1,655.00	0001-1-07-8110-410000-000	Auditor Fees		
\$1,363.75	0001-1-07-8110-402000-000	Boat Writing Fee		
\$20.00	0001-1-07-8110-402000-000	Boat Liens		
\$7,425.60	0001-1-07-8110-414000-000	Passports		
\$416.00	0001-1-07-8110-415000-000	DNR Boat Postage		
\$2,050.00	0001-1-07-8110-407000-000	ATV ROADPASS		
\$55,079.33	Total	Checks prepared by: M.H.	Signed by:	

Lynn Herington, Deputy

Pottawattamie County Conservation Board
Special Meeting Minutes
February 28, 2022

Members Present: Eric Hough, Mary Kramer, Chris Ruhaak, Jerry Mathiasen, Kelly Dix
Members Absent:
Staff Present: Mark Shoemaker, Jeff Franco, Kim Wickersham
Guest Present:

1. Call to Order

Chris Ruhaak called the meeting to order at 9:00 A.M. on Zoom.

2. Resolutions petitioning and requesting issuance of general county purpose general obligation bonds or notes for future County Park improvement projects.

- Arrowhead Park campground and camping cabin improvements \$420,000
Motion by Mathiasen to adopt resolution petitioning and requesting issuance of general county purpose general obligation bonds or notes for Arrowhead Park campground and camping cabin improvements, second by Dix. Roll call vote,
Ruhaak yes
Hough yes
Kramer yes
Mathiasen yes
Dix yes
Motion carried.

- Hitchcock nature playscape and other conservation improvements \$90,000
Motion by Hough to adopt resolution petitioning and requesting issuance of general county purpose general obligation bonds or notes for Hitchcock nature playscape and other conservation improvements, second by Kramer. Roll call vote,
Ruhaak yes
Hough yes
Kramer yes
Mathiasen yes
Dix yes
Motion carried.

3. Adjourn

There being no further discussion items, meeting was adjourned at 9:09 A.M.

Respectfully Submitted by Kim Wickersham for:

Jerry Mathiasen, Secretary

Date

ITEMS TO INCLUDE ON AGENDA

POTTAWATTAMIE COUNTY CONSERVATION BOARD

Hitchcock Park Project

- Resolution 02b-2022 petitioning and requesting issuance of general county purpose general obligation bonds or notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE BOARD.

February 28, 2022

The Pottawattamie County Conservation Board, State of Iowa, met in a special meeting session, in a zoom session on the above date. There were present Chairperson Chris Ruhaak, in the chair, and the following named Board Members:

Present: Eric Hough
Mary Kramer
Kelly Dix
Jerry Mathiasen

Absent:

Vacant:

* * * * *

Board Member Eric Hough introduced the following Resolution entitled "RESOLUTION PETITIONING AND REQUESTING THE ISSUANCE OF GENERAL COUNTY PURPOSE GENERAL OBLIGATION BONDS OR NOTES IN THE AMOUNT NOT TO EXCEED \$90,000 and moved that the same be adopted. Board Member Mary Kramer seconded the motion to adopt. The roll was called and the vote was,

AYES: Chris Ruhaak
Eric Hough
Mary Kramer
Jerry Mathiasen
Kelly Dix

Absent:

NAYS:

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION PETITIONING AND REQUESTING THE
ISSUANCE OF GENERAL COUNTY PURPOSE GENERAL
OBLIGATION BONDS OR NOTES IN THE AMOUNT NOT TO
EXCEED \$90,000

WHEREAS, acquisition and development of land for a public park or other recreation or conservation purpose, including playground equipment at Hitchcock Park (the "Hitchcock Park Project") are anticipated to have a cost of approximately \$90,000; and

WHEREAS, funding in the approximate amount of \$90,000 is necessary to complete the Hitchcock Park Project; and

WHEREAS, it is necessary and desirable that the Hitchcock Park Project be financed with general county purpose general obligation bonds or notes (the "Bonds"); and

NOW THEREFORE, BE IT RESOLVED BY THE POTTAWATTAMIE COUNTY CONSERVATION BOARD, STATE OF IOWA:

Section 1. That it is necessary and desirable that the Hitchcock Park Project be financed with general county purpose general obligation bonds or notes in the not to exceed amount of \$90,000.


Section 2. That pursuant to Iowa Code sections 333.441(2)(c)(2) and 350.6, the Pottawattamie County Conservation Board hereby petitions and requests the Pottawattamie

County Board of Supervisors to issue general county purpose general obligation bonds or notes in the not to exceed amount of \$90,000 for the Hitchcock Park Project.

Section 3. That this Resolution shall be the Pottawattamie County Conservation Board's petition and request to the Board of Supervisors as required by law.

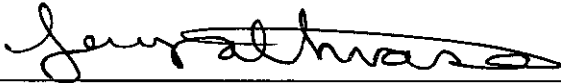
Section 4. That the Secretary of the Pottawattamie County Conservation Board shall provide this petition and request to the Pottawattamie County Board of Supervisors immediately upon passage of this Resolution.

PASSED AND APPROVED this 28th day of February, 2022.



Chairperson, Pottawattamie County
Conservation Board, State of Iowa

ATTEST:



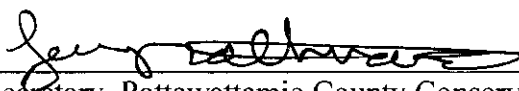
Secretary, Pottawattamie County
Conservation Board, State of Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned Secretary of the Pottawattamie County Conservation Board, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the Board showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Board or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this 28th day of February 2022.


Secretary, Pottawattamie County Conservation
Board, State of Iowa

ITEMS TO INCLUDE ON AGENDA

POTTAWATTAMIE COUNTY CONSERVATION BOARD

Arrowhead Park Projects

- Resolution 02a-2022 petitioning and requesting issuance of general county purpose general obligation bonds or notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE BOARD.

February 28, 2022

The Pottawattamie County Conservation Board, State of Iowa, met in special meeting session, in a zoom session on the above date. There were present Chairperson Chris Ruhaak, in the chair, and the following named Board Members:

Eric Hough
Mary Kramer
Kelly Dix
Jerry Mathiasen

Absent:

Vacant:

* * * * *

Board Member Jerry Mathiasen introduced the following Resolution entitled "RESOLUTION PETITIONING AND REQUESTING THE ISSUANCE OF GENERAL COUNTY PURPOSE GENERAL OBLIGATION BONDS OR NOTES IN THE AGGREGATE AMOUNT NOT TO EXCEED \$420,000" and moved that the same be adopted. Board Member Kelly Dix seconded the motion to adopt. The roll was called and the vote was,

AYES: Chris Ruhaak
Eric Hough
Mary Kramer
Kelly Dix
Jerry Mathiasen

Absent:

NAYS:

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION PETITIONING AND REQUESTING THE
ISSUANCE OF GENERAL COUNTY PURPOSE GENERAL
OBLIGATION BONDS OR NOTES IN THE AGGREGATE
AMOUNT NOT TO EXCEED \$420,000

WHEREAS, acquisition and development of land for a public park or other recreation or conservation purpose, including improving approximately nine sites and adding approximately ten full hookup sites at Arrowhead Park in an amount not to exceed \$300,000 and acquisition and development of land for a public park or other recreation or conservation purpose, including improvement, reconstruction and equipping of existing camping cabin at Arrowhead Park in an amount not to exceed \$120,000 (collectively the "Arrowhead Park Projects") and are anticipated to have an aggregate cost of approximately \$420,000; and

WHEREAS, funding in the approximate amount of \$420,000 is necessary to complete the Arrowhead Park Projects; and

WHEREAS, it is necessary and desirable that the Arrowhead Park Projects be financed with general county purpose general obligation bonds or notes (the "Bonds"); and

NOW THEREFORE, BE IT RESOLVED BY THE POTTAWATTAMIE COUNTY
CONSERVATION BOARD, STATE OF IOWA:

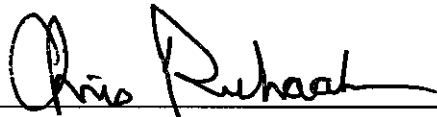
Section 1. That it is necessary and desirable that the Arrowhead Park Projects be financed with general county purpose general obligation bonds or notes in the not to exceed amount of \$420,000.

Section 2. That pursuant to Iowa Code sections 333.441(2)(c)(2) and 350.6, the Pottawattamie County Conservation Board hereby petitions and requests the Pottawattamie County Board of Supervisors to issue general county purpose general obligation bonds or notes in the not to exceed amount of \$420,000 for the Arrowhead Park Projects.

Section 3. That this Resolution shall be the Pottawattamie County Conservation Board's petition and request to the Board of Supervisors as required by law.

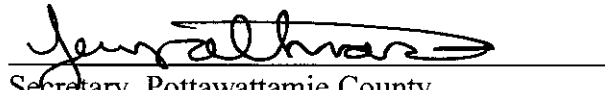
Section 4. That the Secretary of the Pottawattamie County Conservation Board shall provide this petition and request to the Pottawattamie County Board of Supervisors immediately upon passage of this Resolution.

PASSED AND APPROVED this 28th day of February, 2022.



Chairperson, Pottawattamie County
Conservation Board, State of Iowa

ATTEST:



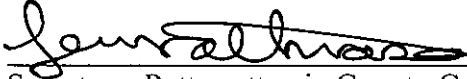
Secretary, Pottawattamie County
Conservation Board, State of Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned Secretary of the Pottawattamie County Conservation Board, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the Board showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Board or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this 28th day of February, 2022.



Secretary, Pottawattamie County Conservation
Board, State of Iowa

Closed Session

BUDGET DISCUSSION

Discussion only