

Consent Agenda

April 12, 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 Shea, and second by Grobe, to approve:

- A. April 5, 2022, Minutes as read.
- B. New Ownership Class C Liquor License, granting privileges of Class C Liquor License; Outdoor Service; Sunday Sales for Grand Mac LLC d/b/a Mile A Way Hall & Tavern, Council Bluffs.
- C. New Ownership Class C Liquor License, granting privileges of Class C Liquor License, Outdoor Service; Sunday Sales for BT Links LLC d/b/a Bent Tree Golf Club, Council Bluffs.
- D. March 2022 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Schultz, second by Belt, to open public hearing on Dumfries and 240th Street Paving project.
Roll Call Vote: AYES: Wichman, Belt, Grobe, Shea, Schultz. Motion Carried.

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

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 31-2022** entitled: RESOLUTION Awarding Contract for Project Number STBG-SWAP-CO78(205)—FG-78 in Pottawattamie County, Iowa, and Authorizing Pottawattamie County Engineer to Execute Contract.

RESOLUTION NO. 31-2022

**RESOLUTION AWARDING CONTRACT FOR PROJECT NUMBER
 STBG-SWAP-CO78(205)—FG-78
 IN POTTAWATTAMIE COUNTY, IOWA, AND AUTHORIZING POTTAWATTAMIE
 COUNTY ENGINEER TO EXECUTE CONTRACT**

WHEREAS, the Pottawattamie County construction project identified as Project Number **STBG-SWAP-CO78(205)—FG-78** (hereinafter “Project”) was let by Iowa DOT on March 15, 2022; and

WHEREAS, the Pottawattamie County Board of Supervisors has determined that Western Engineering Co., Inc. of Harlan, Iowa is the responsible bidder submitting the lowest responsive bid (hereinafter “Low Bidder”) for the Project; and,

WHEREAS, the Pottawattamie County Board of Supervisors desires to award the contract for the Project to the above stated Low Bidder; and,

WHEREAS, construction contracts for projects let through the Iowa DOT must be signed digitally utilizing Doc Express; and,

WHEREAS, delegating the digital signature process to the Pottawattamie County Engineer will facilitate the Project by reducing the overall turn-around time for execution of the construction contract.

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

1. The contract for Project Number **STBG-SWAP-CO78(205)—FG-78** is awarded to Western Engineering Co., Inc., the Low Bidder of \$2,318,272.10.
2. The Pottawattamie County Engineer is authorized to digitally sign the contract documents for the Project.

Dated this 12 day of April, 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 Houser, County Auditor

RECOMMENDED: _____
John Rasmussen, Engineer

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

Motion by Schultz, second by Shea, to approve funding request for the Pottawattamie Arts, Culture & Entertainment Hoff Family Arts & Culture Center in the amount of \$50k for 3-year commitment from gaming fund.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Chairman to sign Change Order #02 for CDBG downtown rehab Project in Carson and Macedonia.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Chairman to sign application no. 10 for Cornerstone Commercial Contractors pay for Carson/Macedonia downtown rehab.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve Public Comment Policy.

UNANIMOUS VOTE. Motion Carried.

3. OTHER

David Bayer/Chief Information Officer and Jana Lemrick/Director, Human Resources appeared before the Board to give an update on the Status of the ExecuTime Timekeeping Project. Discussion only. No action taken.

Motion by Grobe, second by Belt, to approve the following applications made to the Assessor’s Office: Homestead (117 recommend allowed), Military (27 recommend allowed), Disabled Veteran Homestead (7 recommend allowed), Business Property Tax Credit (16 recommend allowed), Family Farm (7 recommend allowed).

UNANIMOUS VOTE. Motion Carried.

Leanne Gifford/Attorney and Penny Ravlin/Assessor appeared before the Board to discuss the Natural Conservation and Wildlife Areas Property Tax Exemptions pursuant to Iowa Code §427.1(22). Discussion only. No action taken.

4. RECEIVED/FILED

- A. Salary Action(s):
 - 1) SWI Juvenile Detention Center – Payroll Status Change for Jeannette Juarez-Alcantara.
 - 2) Secondary Roads – Payroll Status Changes for Wylie McIntire.
 - 3) Sheriff – Payroll Status Change for Eric Shea.
- B. Reports
 - 1) Recorder Fee Book for March 2022.

5. PUBLIC COMMENTS

Geri Frederickson spoke encouraging Board Members to attend Town Hall Meetings in Oakland, Avoca, and Council Bluffs regarding ARPA Funding.

6. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:10 A.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn House, Auditor

APPROVED: April 19, 2022
PUBLISH: X

Scheduled Sessions

10:00 A.M. South Noble Lake Drainage
District

Minutes done by Drainage Levy.

**Paula Hazelwood/Executive Director and
Shalimar Mazetis/Manager Entrepreneurial
Development from Advance Southwest Iowa
Corporation and Clint Sloss from McClure
and Representative from Rural
Pottawattamie County Infrastructure
Coalition (RPCIC).**

**Presentation to the Board on possible
funding for RPCIC projects.**

John Rasmussen/Engineer

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 32-2022 for support of the
Magnolia Road RISE grant application**

RESOLUTION NO. 32-2022

A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO RECONSTRUCT PORTIONS OF MAGNOLIA ROAD TO SUPPORT THE LINK SNACKS INC EXPANSION PROJECT IN THE CITY OF UNDERWOOD, POTTAWATTAMIE COUNTY.

WHEREAS, the Iowa Department of Transportation (“DOT”) sponsors a program called Revitalize Iowa’s Sound Economic (“RISE”) which was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets; and

WHEREAS, Pottawattamie County and the City of Underwood have concurrent jurisdiction of a portion of Magnolia Road and Resolution 30-2022 designates Pottawattamie County as the lead agency for this project; and

WHEREAS, the City of Underwood and Pottawattamie County desires to improve Magnolia Road with a two – way left turn lane (TWLTL); and the Railroad Highway Intersection to improve visibility and provide for safe turning movements; and

WHEREAS, the improvements to Magnolia Road, Railroad Highway Intersection, and the Mosquito Creek Bridge are estimated to cost \$4,520,400 (“the Project”) and qualify as an eligible expense under the DOT RISE Program; and

WHEREAS, Pottawattamie County will request RISE funds from the DOT in the amount of \$2,260,200 for the Project; and

WHEREAS, the RISE Program requires matching funds in the amount of \$2,260,200 which will be guaranteed by Pottawattamie County; and

WHEREAS, the Project will support traffic for 161-acres of land for immediate industrial development for Link Snacks Inc. to include a \$55 million warehouse expansion project, as well as, support and encourage the future development of 94.71 acres of land North of Magnolia Road; and

WHEREAS, the road improvements are dedicated to public use; and,

WHEREAS, the road improvements constructed under this project will be the jurisdictional responsibility of Pottawattamie County and the City of Underwood as provided for in Iowa Code Section 306; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY that the Board of Supervisors of Pottawattamie County hereby endorses the RISE application dated May 13, 2022 to fund the improvements to Magnolia Road.

Dated this 19 day of April, 2022.

ROLL CALL VOTE

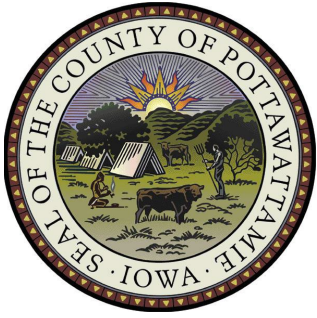
	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Tim Wichman, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				
_____	○	○	○	○
Brian Shea				

ATTEST: _____
Melvyn Houser, County Auditor

RECOMMENDED: _____
John Rasmussen, Engineer

John Rasmussen/Engineer and
Leanne Gifford/Attorney

**Discussion and/or decision to approve draft Special
Assessment policy to facilitate a uniform and consistent
petition process.**



Pottawattamie County Secondary Roads

223 South 6TH Street
Council Bluffs, Iowa, 51501

Approved
December Draft

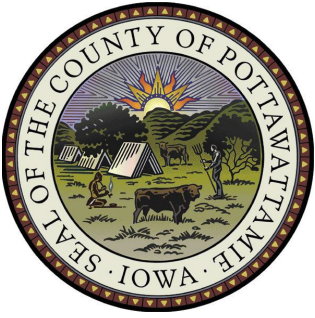
Road Improvement Policy

Pottawattamie County desires to uniformly participate with property owners who seek to improve their road by petitioning for a “Secondary Road Assessment District” or a “Special Secondary Road Assessment District”. This type of petition is a proposal by property owners to pay some or all of the costs to improve a county road along their property. Petitioners should refer to Iowa Code Chapter 311 for the definitions and lawful application of these road improvement tools.

Procedures and Information for Petitioners:

- 1) Interested parties must contact the Secondary Roads Department for assistance and to schedule a pre-petition meeting to identify the district and resolve questions prior to the petition being distributed.
- 2) The petition and all signature pages shall be filed with the County Engineer. The Engineer shall have the petition reviewed by the County Attorney’s Office to determine whether the petition meets legal criteria for consideration under Iowa Code Chapter 311.
- 3) Once reviewed by the County Attorney’s Office the County Engineer will place the petition on the agenda for the Board of Supervisors to consider.
- 4) Petitions must be signed by at least 50% of the parcel owners to be accepted by the Board of Supervisors. Each parcel shall be counted as having one owner, even if owned jointly, as tenants in common, under contract for purchase, or in a life estate; more than one signature may be provided for such parcels. Corporations, trusts, and partnerships require the signature of a corporate officer, trustee, or partner, respectively. Life estates require the signature of the estate holder, and not remaindermen. Signatures provided under a power of attorney must accompany a copy of the power of attorney.
- 5) A parcel under the jurisdiction of any probate court should be noted on the signature page(s).
- 6) The petition may not be withdrawn by the petitioners after acceptance for consideration by the Board of Supervisors.
- 7) Final Costs, while estimated and provided, are not apportioned until the final public hearing and may change as a result of public comment presented the initial Public Hearing. Initial estimates are subject to change during the process.
- 8) County Participation is limited to no more than 50% of the total project cost as provided for in Iowa Code Chapter 311.

Pottawattamie County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders or consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids and proposals as appropriate in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Pottawattamie County Secondary Roads

223 South 6TH Street
Council Bluffs, Iowa, 51501

Approved
December Draft

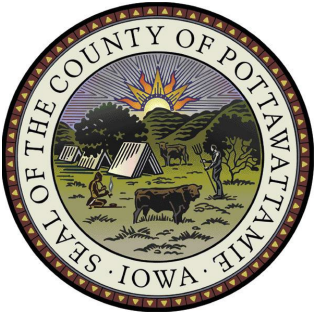
- a) Maintenance credits shall be applied against the County participation threshold prior to any other County contribution.
 - b) The County participation to be recommended by the County Engineer shall be the highest Iowa DOT traffic count divided by 1000 in any of the previous four traffic counts; but not to exceed 50% minus the maintenance credit. For example, if the vehicle count is 230 vehicles per day the County participation would be 23% of the improvement costs. The official traffic count is provided by the Iowa DOT. <https://iowadot.gov/maps/msp/traffic/2016/counties/POTTAWATTAMIE.pdf>
 - c) The petitioners may contribute a lump sum payment to encourage District participation. The Lump Sum amount shall be identified on the petition, as well as, the petitioner responsible for depositing the funds. These funds will be deposited to the Secondary Roads Fund prior to the Special Assessment District being approved. These funds will be reimbursed to the identified petitioner if the District fails to be approved.
- 9) The Secondary Road Assessment District shall terminate at a Public Road Intersection or at a Cul-de-Sac. The District cannot extend more than ½ mile from each side of the road and 1/2 mile beyond a Cul-de-Sac or dead-end.
- 10) The initial proposal will provide for apportionment of costs in the following manner:
- a) add the Parcel Values (before exemptions) of all parcels in the district to find the Total District Value;
 - b) divide the Total District Value by the number of parcels to obtain the Average District Value; and
 - c) divide each Parcel Value by the Average District Value to determine a valuation bracket;
 - d) divide the estimated improvement cost by the number of eligible petitioners to determine average assessment.
- Each valuation bracket will be assessed a percentage of the average assessment. The average assessment may then be adjusted to correct the data for outliers and be uniformly applied to the district.

Percentage of Average Valuation	Percentage of Average Improvement Cost
0 to 40%	20%
40 to 80%	60%
80 to 120%	100%
120 to 160%	140 %
160 to 200%	180%
200% and up	200%

Apportionment of the costs may be changed by the Board of Supervisors as a result of comments at the Public Hearings and in an effort to have apportionments meet the requirements of Iowa Code Chapter 311.

- 11) The proposed district should exclude parcels that:

Pottawattamie County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders or consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids and proposals as appropriate in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Pottawattamie County Secondary Roads

223 South 6TH Street
Council Bluffs, Iowa, 51501

**Approved
December Draft**

- a) do not have current or possible future access to the road which is to be improved (parcels with access via easement or private road are not subject to this exclusion);
- b) are vacant and have topography such that any type of construction is not economically feasible;
- c) are vacant and do not meet the minimum lot dimensions or acreage for residential, industrial or commercial construction;
- d) are vacant and have covenants, conditions and/or restrictions which prohibit construction of any type;
- e) are vacant and encumbered by covenants, conditions, easements, regulations, or restrictions which prohibit or significantly impair residential, industrial or commercial construction; and/or

12) Parcels owned by public entities are to be included to the extent allowed by Iowa Code §311.10.

13) The Board of Supervisors may reject, approve, or modify and approve the petition, including excluding or adding parcels to the proposed district.

Pottawattamie County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders or consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids and proposals as appropriate in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Ryan Ossell/MAPA

Discussion and/or decision to approve and authorize Chairman to sign State of Iowa GAX and to request for payment under 2019 CDBG-DR.

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY 2021		General Accounting Expenditure						DOCUMENT NUMBER 1								
		DATE		ACCTG PERIOD (mm/yy)												
				04/2022												
VENDOR CODE						AGENCY NAME										
VENDOR NAME AND ADDRESS						BILL TO ADDRESS (ORDERING AGENCY)			SHIP TO ADDRESS							
Pottawattamie County 227 N 6th St Council Bluffs, IA 51503						Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315										
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED								
								DATE		INITIALS						
QUANTITY				VENDOR'S INVOICE NUMBER												
ORDERED	RECEIVED	UNIT OF MEASURE							UNIT PRICE	TOTAL PRICE						
			Request for Payment under 2019 CDBG-DR Contract Number: 19-DRMB-006							\$ 354,140.00						
			Report Number: 1													
DOCUMENT TOTAL									\$ 354,140.00							
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION										
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:										
DATE		TITLE				CODE OR CHAPTER SECTION(S)										
		Chairperson, Board of Supervisors														
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE										
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX)	DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY				
GAX	1					21										
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	EFT IND	TEXT -po's only (Y/N)			TEXT (po's only)								
				Y												
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT						
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0001	269	C500				4125							\$ 354,140.00		
02																
03																
04																
05																
06																
07																

DOCUMENT TOTAL \$ 354,140.00

GAX

WARRANT #

AUDITED BY

PAID DATE

**Matt Wyant/Director, Planning and
Development and/or Pam Kalstrup/Zoning
and Land Use Coordinator, Planning and
Development**

**Discussion and/or decision to approve
Final Plat of Liston Subdivision, a
subdivision situated in Lake Township; and
to sign Planning and Zoning Resolution
2022-06.**

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Planning and Zoning Resolution #2022-06

**PLANNING AND ZONING
RESOLUTION NO. 2022-06**

WHEREAS, this Board had approved the preliminary plat of **Liston Subdivision**, a residential subdivision situated in **Lake Township**, by approval of Planning and Zoning Resolution No. **2022-05**, dated **March 15, 2022**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2022-02**; and

WHEREAS, this Board has examined the final plat and has found it is in substantial compliance with the approved preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Liston Subdivision**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

PASSED AND APPROVED April 19, 2022

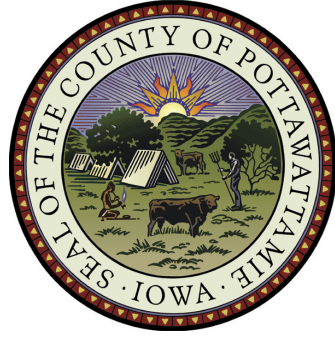
	ROLL		CALL VOTE	
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman, Chairman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott Belt				

	A Y E	R O L L N A Y	C A L L A B S T A I N	V O T E A B S E N T
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECORD: After Passage

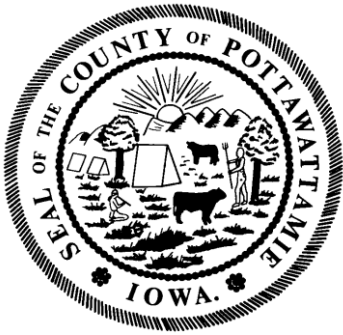
Melvyn Houser
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER



TO WHOM IT MAY CONCERN:

I, Melvyn Houser, County Auditor, Pottawattamie County, Iowa, do hereby certify that the attached is a true and accurate copy of Planning and Zoning Resolution #2022-06, adopted by the Pottawattamie County, Iowa, Board of Supervisors, in their approval of Liston Subdivision, on April 19, 2022.

Dated this 19th day of April, 2022.



Melvyn Houser, County Auditor
Pottawattamie County, Iowa

INDEX LEGEND	
COUNTY:	POTTAWATTAMIE
SECTION:	7, TOWNSHIP 75 NORTH, RANGE 43 WEST
ALIQUOT PART:	NW 1/4 SW 1/4
SUBDIVISION:	LISTON SUBDIVISION, LOT 1 AND LOT 2
PROPRIETOR:	JOHN LISTON
REQUESTED BY:	JOHN LISTON
SITE ADDRESS:	20296 OLD LINCOLN HWY, COUNCIL BLUFFS, IOWA 51503
TAX ADDRESS:	1005 HARMONY STREET, COUNCIL BLUFFS, IOWA 51503
LAND SURVEYOR:	CARL H. ROGERS, JR.
LAND SURVEYING COMPANY:	ROGERS SURVEYING

PREPARED BY: CARL H. ROGERS, JR. PHONE: (402) 689-1549
1688 ROLLING HILLS LOOP, COUNCIL BLUFFS, IOWA 51503

FINAL PLAT OF LISTON SUBDIVISION

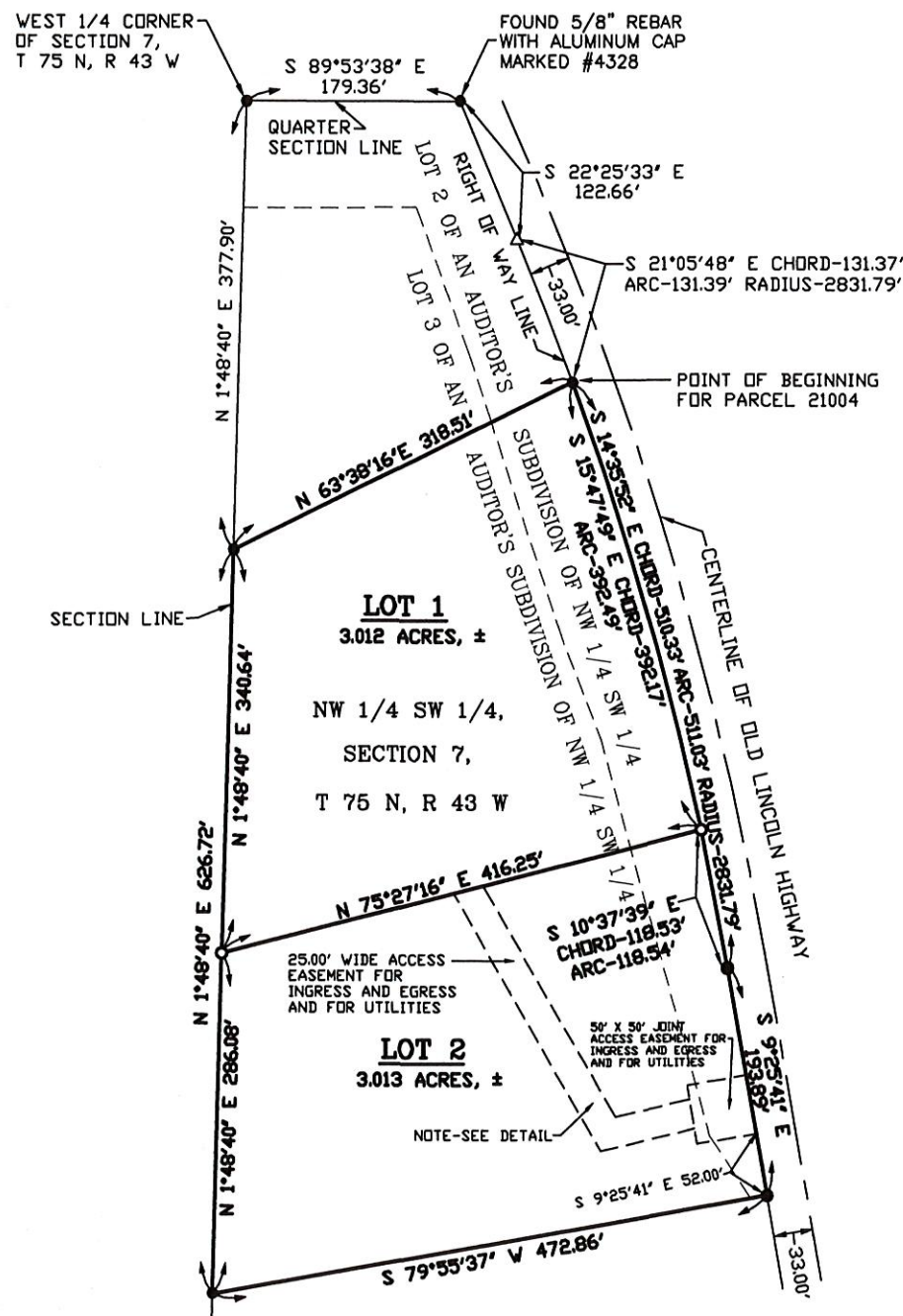
A PARCEL OF LAND LOCATED IN PART OF LOT 2 AND IN PART OF LOT 3 IN AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

LEGEND:

- - SET 5/8" REBAR WITH ALUMINUM CAP MARKED L.L.S. #7717
- - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED #5414, UNLESS OTHERWISE DESCRIBED ON DRAWING
- △ - CALCULATED POINT
- (S) - SURVEYED AS
- (R) - RECORDED AS

SCALE: 1" = 100'

NOTE: THIS DOCUMENT HAS BEEN REDUCED.



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF LOT 2 AND IN PART OF LOT 3 OF AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 89°53'38" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 179.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD LINCOLN HIGHWAY; THENCE SOUTH 22°25'33" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF OLD LINCOLN HIGHWAY, A DISTANCE OF 122.66 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2831.79 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF OLD LINCOLN HIGHWAY AND ALONG SAID CURVE AN ARC LENGTH OF 131.39 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 21°05'48" EAST, 131.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF OLD LINCOLN HIGHWAY AND ALONG SAID CURVE AN ARC LENGTH OF 511.03 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 14°35'52" EAST, 510.33 FEET TO THE END OF SAID CURVE; THENCE SOUTH 9°25'41" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF OLD LINCOLN HIGHWAY, A DISTANCE OF 193.89 FEET; THENCE SOUTH 79°55'37" WEST A DISTANCE OF 472.86 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 1°48'40" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 626.72 FEET; THENCE NORTH 63°38'16" EAST A DISTANCE OF 318.51 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.025 ACRES, MORE OR LESS.

NOTE: THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 IS ASSUMED TO BEAR NORTH 1°48'40" EAST FOR THIS DESCRIPTION.

PROPRIETOR'S DEDICATION AND STATEMENT

JOHN LISTON, BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOT 1 AND LOT 2 AND TO BE KNOWN AS LISTON SUBDIVISION.

NOTE: THERE WILL BE NO PRIVATE RESTRICTIONS AND/OR COVENANTS FOR THIS SUBDIVISION.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THIS DISPOSITION OF MY PROPERTY AS CONTAINED HEREIN ON THIS 12 DAY OF April, 2022.

OWNER: John Liston

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

ON THIS 12 DAY OF April, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN LISTON, TO ME PERSONALLY KNOWN, WHOM BEING BY ME DULY SWORN, DID SAY HE ACKNOWLEDGE THE EXECUTION OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE



POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

APPROVED BY CHAIRPERSON: TIM WICHMAN DATE _____

ATTESTED TO BY POTTAWATTAMIE COUNTY AUDITOR

COUNTY AUDITOR: MELVYN HOUSER DATE _____

POTTAWATTAMIE COUNTY ENGINEER

APPROVED BY ENGINEER: N/A JOHN RASMUSSEN DATE _____

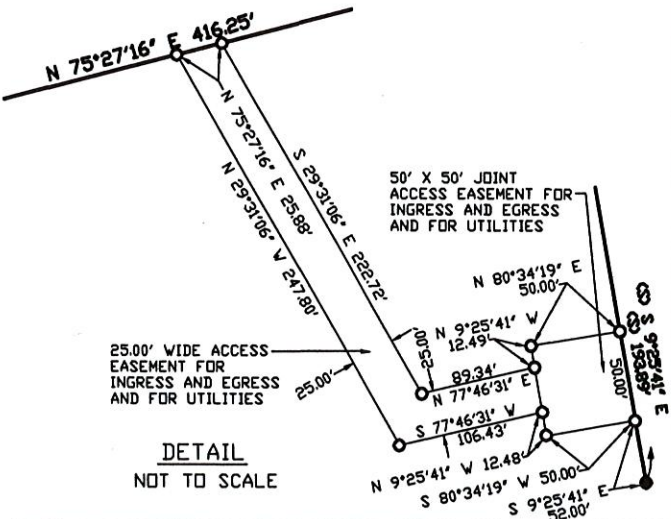
POTTAWATTAMIE COUNTY PLANNING DIRECTOR

APPROVED BY DIRECTOR: Matt Wyant DATE 4-12-22

CERTIFICATION OF TREASURER POTTAWATTAMIE COUNTY, IOWA

I, LEA VOSS, TREASURER OF POTTAWATTAMIE COUNTY, IOWA, DO HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN THE CURRENT LEGAL DESCRIPTION ABOVE IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

LEA VOSS
TREASURER, POTTAWATTAMIE COUNTY, IOWA



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Carl H. Rogers, Jr. APRIL 8, 2022
CARL H. ROGERS, JR. DATE

LICENSE NUMBER: 7717

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.

NUMBER OF SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1

ROGERS SURVEYING		
1688 ROLLING HILLS LOOP COUNCIL BLUFFS, IOWA		
SCALE: 1" = 100'	PHONE: (402) 689-1549	DRAWN BY: J.A.T.
DATE: 4-8-2022		REVISED
TITLE: FINAL PLAT OF LISTON SUBDIVISION		
CLIENT: JOHN LISTON 1005 HARMONY STREET COUNCIL BLUFFS, IOWA 51503		SHEET 1 OF 1

**Matt Wyant/Director, Planning and
Development and/or Pam Kalstrup/Zoning
and Land Use Coordinator, Planning and
Development**

**Discussion and/or decision to approve
Final Plat of Huneke Subdivision, a
subdivision situated in Norwalk Township;
and to sign Planning and Zoning Resolution
2022-02.**

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Planning and Zoning Resolution #2022-02

**PLANNING AND ZONING
RESOLUTION NO. 2022-02**

WHEREAS, this Board had approved the preliminary plat of **Huneke Subdivision**, a residential subdivision situated in **Norwalk Township**, by approval of Planning and Zoning Resolution No. **2022-01**, dated **January 11, 2022**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2021-03**; and

WHEREAS, this Board has examined the final plat and has found it is in substantial compliance with the approved preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Huneke Subdivision**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

PASSED AND APPROVED April 19, 2022

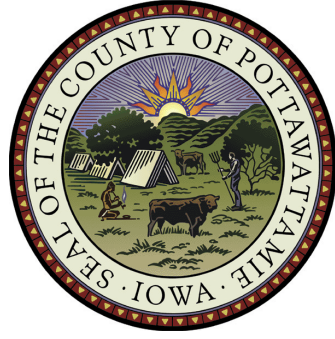
	ROLL		CALL VOTE	
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman, Chairman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott Belt				

	A Y E	R O L L N A Y	C A L L A B S T A I N	V O T E A B S E N T
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECORD: After Passage

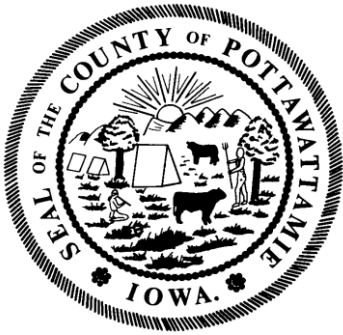
Melvyn Houser
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER



TO WHOM IT MAY CONCERN:

I, Melvyn Houser, County Auditor, Pottawattamie County, Iowa, do hereby certify that the attached is a true and accurate copy of Planning and Zoning Resolution #2022-02, adopted by the Pottawattamie County, Iowa, Board of Supervisors, in their approval of Huneke Subdivision, on April 19, 2022

Dated this 19th day of April 2022.



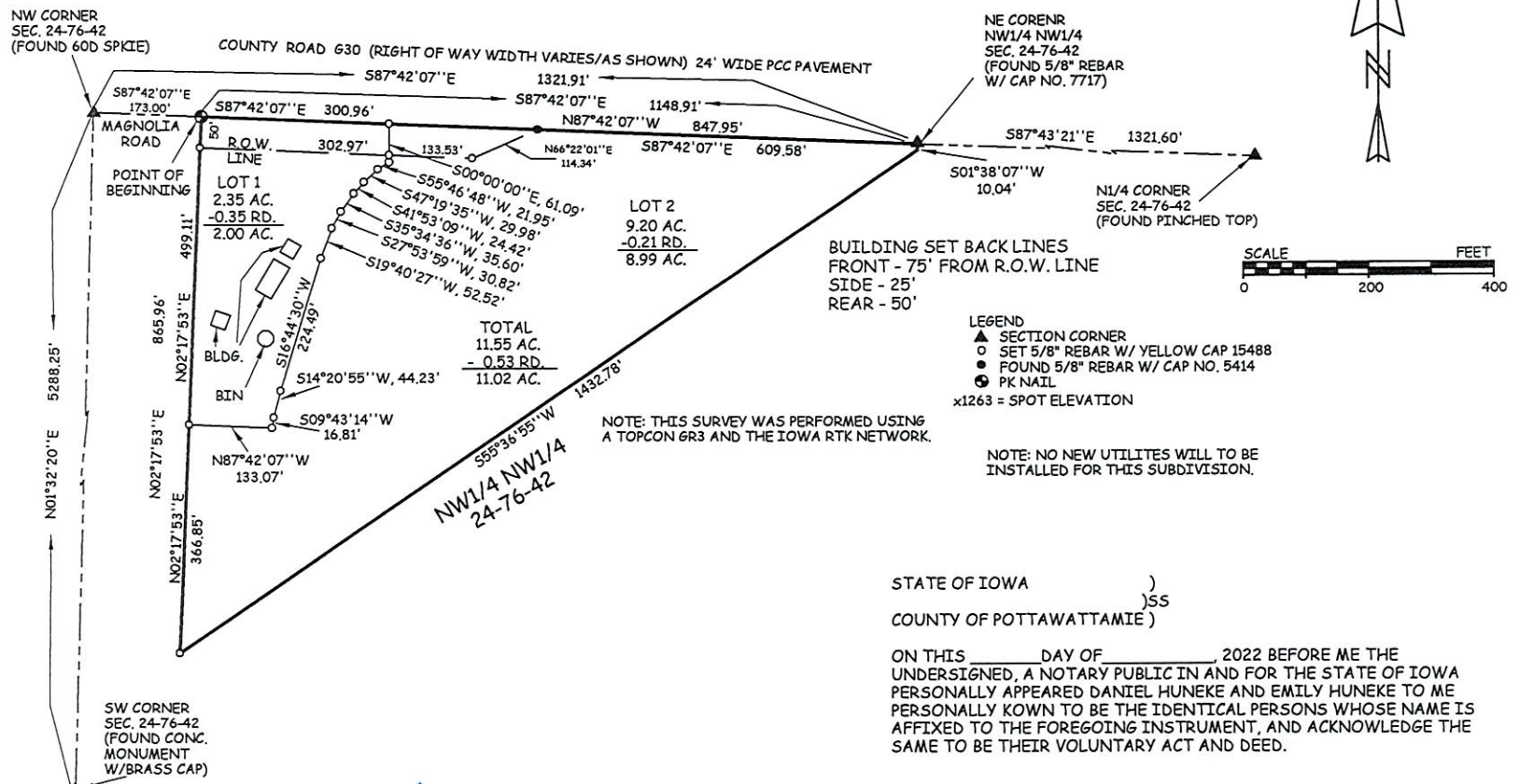
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

RECORDER'S INDEX:
 COUNTY: POTTAWATTAMIE
 SECTION: 24/ TOWNSHIP: 76/ RANGE: 42
 ALIQUOT PART: NW1/4 NW1/4
 PROPRIETOR: HUNEKE, DANIEL W-EMILY
 REQUESTED BY: EMILY HUNEKE
 PREPARED BY: LAND SURVEYING SERVICES, INC.
 SURVEYOR: LONNIE R. MAYBERRY
 COMPANY: LAND SURVEYING SERVICES, INC.
 12 NORTH WALNUT ST. GLENWOOD, IA. 51534
 712-527-3509

MINOR SUBDIVISION
 FINAL PLAT - HUNEKE SUBDIVISION

PREPARED BY: LAND SURVEYING SERVICES, INC. 12 NORTH WALNUT STREET GLENWOOD, IOWA. 51534 (712)-527-3509

OWNER & SUBDIVIDER: HUNEKE, DANIEL-EMILY.
 29055 MAGNOLIA ROAD UNDERWOOD, IA. 51576



STATE OF IOWA)
)SS
 COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF _____, 2022 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA PERSONALLY APPEARED DANIEL HUNEKE AND EMILY HUNEKE TO ME PERSONALLY KOWN TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE

[Signature]
 APPROVED BY POTTAWATTAMIE COUNTY DEVELOPMENT DIRECTOR DATE: 4/4/2022

APPROVED BY POTTAWATTAMIE COUNTY ENGINEER DATE: N/A

APPROVED BY COUNTY BOARD OF SUPERVISORS, CHARIMAN DATE:

ATTESTED TO BY: COUNTY AUDITOR DATE:

PROPRIETORS STATEMENT
 KNOW ALL MEN BY THESE PRESENTS: THAT WE, DANIEL AND EMILY HUNEKE BEING THE SOLE OWNERS AND PROPRIETORS OF THE LAND DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAID PROPERTY TO BE SUBDIVIDED INTO LOTS AS SHOWN, SAID ADDITION TO BE HEREINFTER KNOWN AS HUNEKE SUBDIVISION CONSISTING OF LOTS 1 AND 2 INCLUSIVE. WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE OF THE OWNERS.

PROPRIETOR'S SIGNATURES

DANIEL HUNEKE DATE:

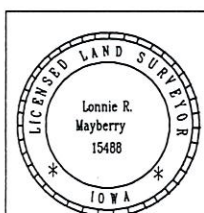
EMILY HUNEKE DATE:

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA
 I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN HUNEKE SUBDIVISION IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

[Signature] 3-30-22
 TREASURER OF POTTAWATTAMIE COUNTY, IOWA LEA A. VOSS DATE:

Legal Description:

A parcel of land located in part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 76 North, Range 42 West of the 5th Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:
 Commencing at the Northwest Corner of said Section 24; thence S87°42'07"E along the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 173.00 feet to the Point of Beginning; thence continuing S87°42'07"E along said North line a distance of 1148.91 feet to the Northeast Corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S01°38'07"W a distance of 10.04 feet to the Northerly line of the abandoned Chicago and North Western Railway Company right of way; thence S55°36'55"W along said right of way a distance of 1432.78 feet; thence N02°17'53"E a distance of 865.96 feet to the Point of Beginning. Said parcel contains 11.55 acres, more or less, including presently established road right of way (0.53 ac.), and is subject to all easements of record.
 Note: The North line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 24 is assumed to bear S87°42'07"E for this description.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
[Signature] 3/24/2022
 Lonnie R. Mayberry Date
 License Number 15488
 My license renewal date is December 31, 2023.
 Sheets covered by this seal: Sheet 1 of 1.
 Date of Field Survey: October, 2021.

FINAL PLAT- PART OF THE NW1/4 NW1/4
 SECTION 24-76-42
 POTTAWATTAMIE COUNTY, IOWA.
 SCALE: 1"=200' DATE: JAN. 2022 DRAWN BY: LRM
 REQUESTED BY: EMILY HUNEKE
 29055 MAGNOLIA ROAD UNDERWOOD, IA 51576
 DRAWING NO. HUNEKE2.ZAK

**Matt Wyant/Director, Planning and
Development and/or Maria Sieck/Public
Health Administrator**

**Discussion and/or decision to award RFP
for General contracting services for Public
Health Building.**

Rita Dooley/Director, Veteran Affairs

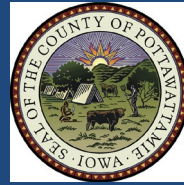
**Discussion and/or decision to update the
Rules and Application for Use of
Pottawattamie County Property.**

RULES OF USE AND APPLICATION FOR USE OF POTTAWATTAMIE COUNTY PROPERTY

After you have read the Rules and completed the Application, please return it, accompanied with a cover letter describing event, and all other attachments, to:

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

Or by Fax at: (712) 328-5770



Rules of Use:
Page 1

Application for Use:
Pages 3 – 4

County Approval/Denial:
Page 5

Revised: 3/23/2022

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RULES OF USE OF POTTAWATTAMIE COUNTY PROPERTY

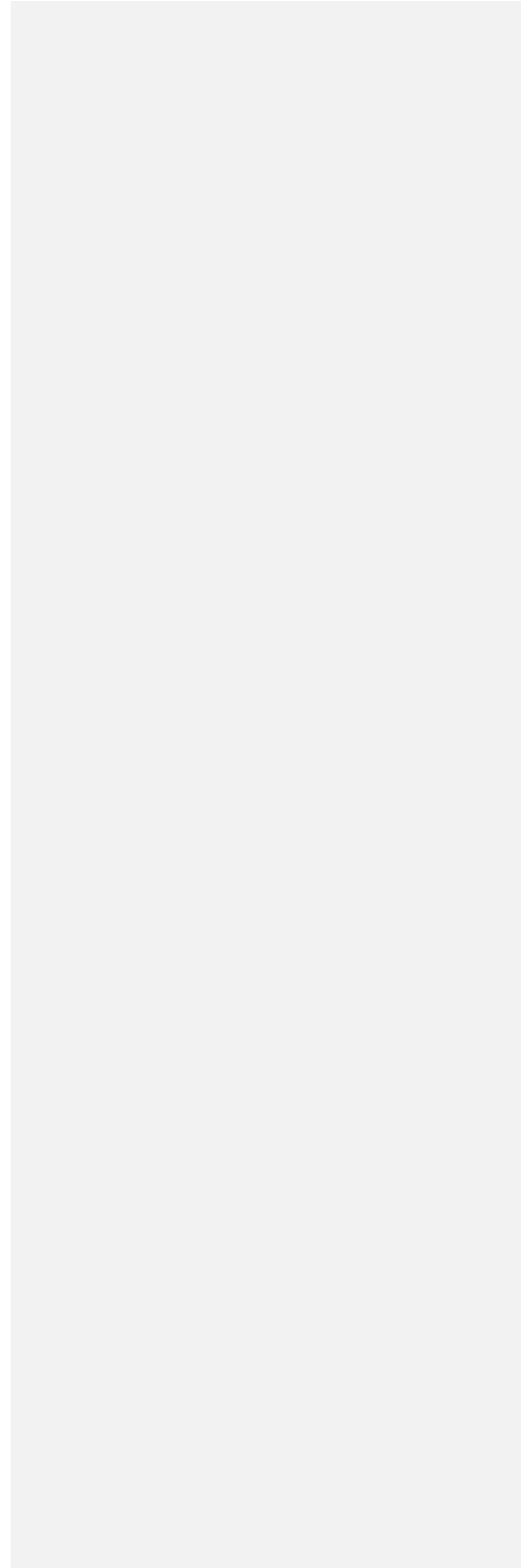
1. These rules apply to use of any county-owned building, grounds or other property (other than use of county parks). Use of county property requires prior approval of the Pottawattamie County Board of Supervisors and will be awarded on a "first-come-first-served basis". There shall be a pre-event meeting between county representatives and the Responsible Party to inspect the grounds and determine whether the property is appropriate for the requested use.
2. County property and buildings shall not be used for any unlawful purpose. Use of the building shall not extend past 10 p.m. for any event without prior approval of the Board of Supervisors.
3. The use of tobacco, e-cigarettes, vapor cigarettes, and the use of possession of alcoholic beverages, of any kind, is prohibited, at all times on county property, or inside any county-owned building.
4. The use of the county property shall not interfere with normal county government operations or with normal public access to the property during business hours (Monday through Friday 8:00 am until 4:30 pm).
5. No loudspeakers, sound systems, bullhorns, or other such noise-making and/or noise-amplifying devices may be used during business hours.
6. No animals (except working service animals) are allowed on the county grounds without prior approval of the Board of Supervisors.
7. Nothing shall be placed on county property that could be harmful to the building, grass or trees.
8. County buildings and grounds shall be cleaned by the Responsible Party and returned to their pre-event condition immediately after the designated event or arrangements shall be made to pay the county for the cost of cleaning.
9. The Responsible Party must complete an application form acknowledging responsibility for the payment of any damages that might occur during the designated event.
10. Any group using and county building or property may be asked to provide the County with proof of insurance liability policy naming the County as an additional insured.
11. Violation of any of these rules may be cause to deny future use of county buildings and grounds.
12. Pottawattamie County reserves the right to refuse use of any county building or grounds.

POTTAWATTAMIE COUNTY VETERANS AFFAIRS BUILDING (PCVA BUILDING)

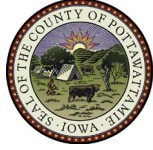
1. Only groups approved by the Pottawattamie County Veterans Affairs Commission and the Board of Supervisors are permitted to use the PCVA Building.
2. Only the conference room and commons area of the PCVA Building shall be used for any designated event.
3. All events will be approved by the Veterans Affairs Commission at the regularly scheduled monthly meeting occurring at least one month prior to the scheduled event.
4. Use of the PCVA building may require use of a security key card. Key cards will be picked up at the PCVA Building during regular business hours. Only one key card authorized per organization/event.
5. There will be a \$10 charge for all lost key cards.
6. Any group or organizations approved to meet in the PCVA Building may advertise the address as its meeting place, but shall not be authorized to publish neither use the address of the PCVA building as their-its official place of business nor have postage sent-use the address for delivery of mail or packages of any type.

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**APPLICATION FOR USE OF
POTTAWATTAMIE COUNTY GROUNDS**

After you have completed this form, please return it to: Board of Supervisors, 227 South 6th Street, 2nd Floor, Council Bluffs, Iowa or by fax at (712) 328-5770. For questions concerning this application, please contact the Board of Supervisors at (712) 328-5644. All applications should be submitted at least three weeks in advance of your event.

This form must be accompanied by a cover letter describing event. Any changes to the event or Responsible Party after the Application has been approved must be reported to the Board of Supervisors at (712) 328-5644. Applications must be resubmitted on an annual basis.

All County grounds and buildings are Smoke-Free and Weapons-Free.

Requesting Use of: Courthouse Veteran's Building (Only available for use by approved Veteran's Organizations)

Date(s) of use: _____

Time of use (start and end times): _____

Group/Individual Requesting Use: _____

Name of Contact Person: _____

Contact Address: _____

Telephone Number: _____ Fax Number: _____

Contact E-mail Address: _____

Name of Event: _____

Type of Event/Use: _____

Specific areas of Courthouse grounds you request to use: _____

Is the event open to the general public? Yes No

Number of participants expected:

What equipment will be used on the grounds? (e.g.: chairs, tables, electrical equipment, restroom facilities) _____

When will equipment be set up? _____

Is food and/or beverage to be served? Yes No (NOTE: NO alcohol beverages are allowed.)

If yes, describe: _____

Has this group used Courthouse grounds for other events? Yes No

If so, please list functions and dates: _____

A liability insurance policy naming the County as an "additional insured" is required in the amount of at least \$1 million at the time of event.

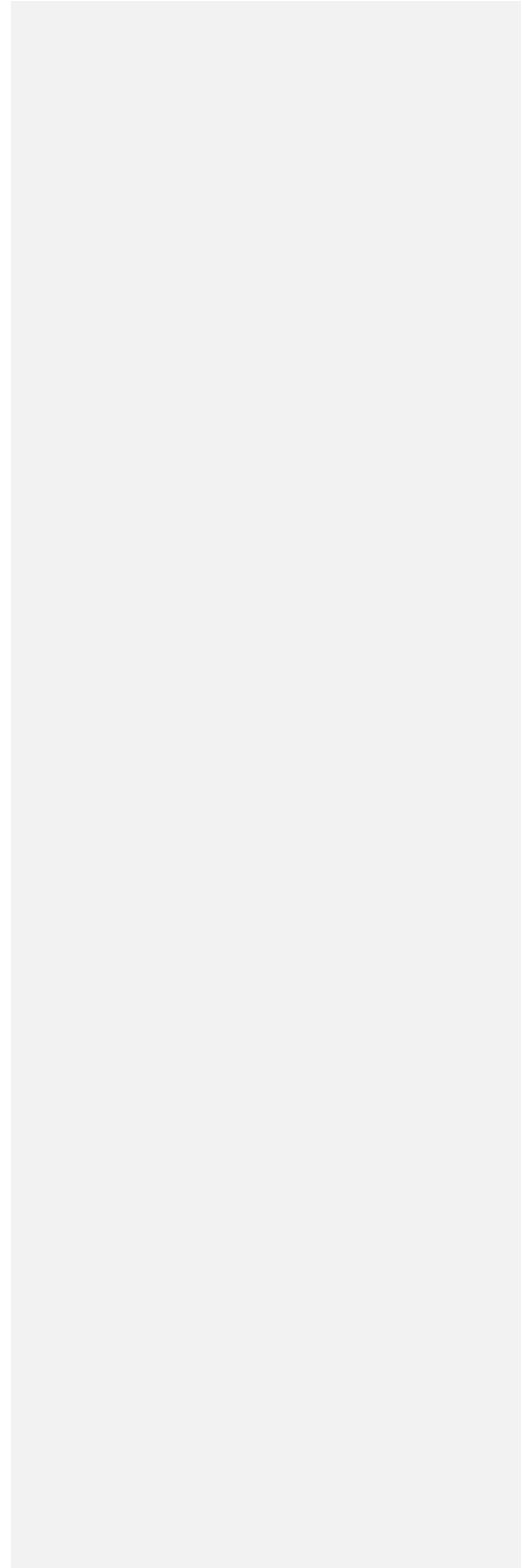
Does this group have liability insurance to cover this event? Yes No N/A

.....

I have read the *Rules For Use of Pottawattamie County Courthouse Grounds*. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold the County (including its governing bodies, individual departments, employees, and agents) free and harmless from any damage, loss, liability, cost or expense that may arise during or be caused in any way by this scheduled event and any activities related to it.

Signature of Responsible Party

Date



*** FOR COUNTY USE ONLY ***

Certificate of Insurance Received: Yes Date Received: _____ No Waived

Buildings and Grounds: N/A Approved Denied

Sheriff/Courthouse Security N/A Approved Denied

BOARD OF SUPERVISORS DECISION

Board Meeting Date: _____

Board Decision: Approved Denied

Reason(s) for Denial: _____

Board of Supervisors, Chairman or Designee

VETERANS COMMISSION DECISION (Veteran's Building Only)

Commission Meeting Date: _____

Commission Decision: Approved Denied

Reason(s) for Denial: _____

Veteran's Commission, Chairman or Designee

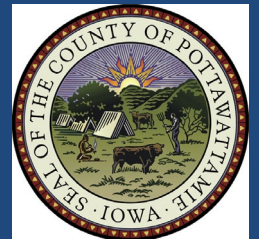
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RULES OF USE AND APPLICATION FOR USE OF POTTAWATTAMIE COUNTY PROPERTY

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

Or by Fax at: (712) 328-5770



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Page 5

Revised: 4/14/2022

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RULES OF USE OF POTTAWATTAMIE COUNTY PROPERTY

1. These rules apply to use of any county-owned building, grounds or other property (other than use of county parks). Use of county property requires prior approval of the Pottawattamie County Board of Supervisors and will be awarded on a “first-come-first-served basis”. There shall be a pre-event meeting between county representatives and the Responsible Party to inspect the grounds and determine whether the property is appropriate for the requested use.
2. County property and buildings shall not be used for any unlawful purpose. Use of the building shall not extend past 10 p.m. for any event without prior approval of the Board of Supervisors.
3. The use of tobacco, e-cigarettes, vapor cigarettes, and the use of possession of alcoholic beverages, of any kind, is prohibited, at all times on county property, or inside any county-owned building.
4. The use of the county property shall not interfere with normal county government operations or with normal public access to the property during business hours (Monday through Friday 8:00 am until 4:30 pm).
5. No loudspeakers, sound systems, bullhorns, or other such noise-making and/or noise-amplifying devices may be used during business hours.
6. No animals (except working service animals) are allowed on the county grounds without prior approval of the Board of Supervisors.
7. Nothing shall be placed on county property that could be harmful to the building, grass or trees.
8. County buildings and grounds shall be cleaned by the Responsible Party and returned to their pre-event condition immediately after the designated event or arrangements shall be made to pay the county for the cost of cleaning.
9. The Responsible Party must complete an application form acknowledging responsibility for the payment of any damages that might occur during the designated event.
10. Any group using and county building or property may be asked to provide the County with proof of insurance liability policy naming the County as an additional insured.
11. Violation of any of these rules may be cause to deny future use of county buildings and grounds.
12. Pottawattamie County reserves the right to refuse use of any county building or grounds.

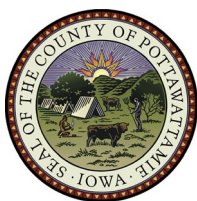
POTTAWATTAMIE COUNTY VETERANS AFFAIRS BUILDING (PCVA BUILDING)

1. Only groups approved by the Pottawattamie County Veterans Affairs Commission and the Board of Supervisors are permitted to use the PCVA Building.
2. Only the conference room and commons area of the PCVA Building shall be used for any designated event.
3. All events will be approved by the Veterans Affairs Commission at the regularly scheduled monthly meeting occurring at least one month prior to the scheduled event.
4. Use of the PCVA building may require use of a security key card. Key cards will be picked up at the PCVA Building during regular business hours. Only one key card authorized per organization/event
5. Key card must be returned within the next business day of event/meeting. There will be a \$10 charge for all lost key cards.

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APPLICATION FOR USE OF POTTAWATTAMIE COUNTY GROUNDS

After you have completed this form, please return it to: Board of Supervisors, 227 South 6th Street, 2nd Floor, Council Bluffs, Iowa or by fax at (712) 328-5770. For questions concerning this application, please contact the Board of Supervisors at (712) 328-5644. All applications should be submitted at least three weeks in advance of your event.

This form must be accompanied by a cover letter describing event. Any changes to the event or Responsible Party after the Application has been approved must be reported to the Board of Supervisors at (712) 328-5644. Applications must be resubmitted on an annual basis.

All County grounds and buildings are Smoke-Free and Weapons-Free.

Requesting Use of: Courthouse Veteran's Building (Only available for use by approved Veteran's Organizations)

Date(s) of use: _____

Time of use (start and end times): _____

Group/Individual Requesting Use: _____

Name of Contact Person: _____

Contact Address: _____

Telephone Number: _____ Fax Number: _____

Contact E-mail Address: _____

Name of Event: _____

Type of Event/Use: _____

Specific areas of Courthouse grounds you request to use: _____

Is the event open to the general public? Yes No

Number of participants expected:

What equipment will be used on the grounds? (e.g.: chairs, tables, electrical equipment, restroom facilities) _____

When will equipment be set up? _____

Is food and/or beverage to be served? Yes No (NOTE: NO alcohol beverages are allowed.)

If yes, describe: _____

Has this group used Courthouse grounds for other events? Yes No

If so, please list functions and dates: _____

A liability insurance policy naming the County as an "additional insured" is required in the amount of at least \$1 million at the time of event.

Does this group have liability insurance to cover this event? Yes No N/A

.....

I have read the *Rules For Use of Pottawattamie County Courthouse Grounds*. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold the County (including its governing bodies, individual departments, employees, and agents) free and harmless from any damage, loss, liability, cost or expense that may arise during or be caused in any way by this scheduled event and any activities related to it.

Signature of Responsible Party

Date

*** FOR COUNTY USE ONLY ***

Certificate of Insurance Received: Yes Date Received: _____ No Waived

Buildings and Grounds: N/A Approved Denied

Sheriff/Courthouse Security N/A Approved Denied

BOARD OF SUPERVISORS DECISION

Board Meeting Date: _____

Board Decision: Approved Denied

Notes and Comments: _____

Board of Supervisors, Chairman or Designee

VETERANS COMMISSION DECISION (Veteran's Building Only)

Commission Meeting Date: _____

Commission Decision: Approved Denied

Notes and Comments: _____

Veteran's Commission, Chairman or Designee

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Rita Dooley/Director, Veteran Affairs

**Update on Veteran Affairs Department
Progress and State Conference.**

Other Business

Matt Wilber/Attorney

**Discussion on minutes from December 21,
2021 to correct.**

December 21st, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. December 14, 2021, Minutes as read.

UNANIMOUS VOTE Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Schultz, to amend the agenda by adding a discussion with Jim Hughes Real Estate on Pioneer Meadows subdivision.

UNANIMOUS VOTE: Motion Carried.

Motion by Wichman, second by Grobe, to approve second consideration **Ordinance No. 2021-08**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) to a Class I-2 (General Industrial) District, and to adopt said order into law.

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

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class I-2 (General Industrial) District.

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

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

A part of 20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW (To be determined by a survey).

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

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

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

Dated this 21ST Day of December, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Chairman to sign easement agreements on two HMGP buyout properties.

UNANIMOUS VOTE. Motion carried.

Jim Hughes Real Estate provided an update to the Board on Housing Development on Pioneer Trail 240th Street called Pioneer Meadows. Discussion only.

No action taken.

Motion by Wichman, second by Schultz, to approve tax suspension pursuant to Iowa Code Section 427.9, for property located at 3313 7th Ave, Council Bluffs, Iowa.

UNANIMOUS VOTE. Motion Carried.

Officials from Jennie Edmundson Hospital & Mercy Hospital appeared before the board to discuss County Contribution to local Hospitals. Discussion only.

No action taken.

Motion by Wichman, second by Shea, to set public hearing for December 28th at 10:30 A.M. to consider plans, specifications and form of contract and total estimated costs for the proposed Secondary Roads Operations Center project.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve, project pans and sign cover page for Project Number STBG-SWAP-C078(205)-FG-78 for M47 resurfacing from Highway 6 to G30.

UNANIMOUS VOTE. Motion Carried.

3. RECEIVED/FILED

A. Salary Actions

- 1) Sheriff – Payroll status change for Jaron Neumann.
- 2) Communications – Payroll status change for Logan Brown.

B. Reports

- 1) Recorder Fee Book for November 2021
- 2) Sheriff's Report of Fees Disbursed and Collected for November 2021

4. BUDGET STUDY SESSIONS

The Board held Budget Study Sessions with the following department heads: Nick Jedlicka / Veteran Affairs Director, Suzanne Watson / Community Service Director, Andy Brown / Sheriff, Jeff Thuhlen / Chief Deputy Sheriff, Bob Anderson / Communications, Mark Schoemaker / Conservation Director. Discussion only. No action taken.

5. CLOSED SESSION

Motion by Wichman, second by Schultz, to go into Closed Session pursuant Iowa Code 21.5(1)(j) for discussion and/or decision on the purchase or sale of particular real estate. Authorize Chairman Belt to sign agreement as discussed in closed session.

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

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

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

6. ADJOURN

Motion by Belt, second by Schultz, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:30PM.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: December 28, 2021

PUBLISH: X

December 21st, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. December 14, 2021, Minutes as read.

UNANIMOUS VOTE Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Schultz, to amend the agenda by adding a discussion with Jim Hughes Real Estate on Pioneer Meadows subdivision.

UNANIMOUS VOTE: Motion Carried.

Motion by Wichman, second by Grobe, to approve second consideration **Ordinance No. 2021-08**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) to a Class I-2 (General Industrial) District, and to adopt said order into law.

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

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5 acres from a Class A-2 (Agricultural Production) District to a Class I-2 (General Industrial) District.

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

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

A part of 20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW (To be determined by a survey).

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

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

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

Dated this 21ST Day of December, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Chairman to sign easement agreements on two HMGP buyout properties.
UNANIMOUS VOTE. Motion carried.

Jim Hughes Real Estate provided an update to the Board on Housing Development on Pioneer Trail 240th Street called Pioneer Meadows. Discussion only.
No action taken.

Motion by Wichman, second by Schultz, to approve tax suspension pursuant to Iowa Code Section 427.9, for property located at 3313 7th Ave, Council Bluffs, Iowa.
UNANIMOUS VOTE. Motion Carried.

Officials from Jennie Edmundson Hospital & Mercy Hospital appeared before the board to discuss County Contribution to local Hospitals. Discussion only.
No action taken.

Motion by Wichman, second by Shea, to set public hearing for December 28th at 10:30 A.M. to consider plans, specifications and form of contract and total estimated costs for the proposed Secondary Roads Operations Center project.
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve, project pans and sign cover page for Project Number STBG-SWAP-C078(205)-FG-78 for M47 resurfacing from Highway 6 to G30.
UNANIMOUS VOTE. Motion Carried.

3. RECEIVED/FILED

- A. Salary Actions
 - 1) Sheriff – Payroll status change for Jaron Neumann.
 - 2) Communications – Payroll status change for Logan Brown.
- B. Reports
 - 1) Recorder Fee Book for November 2021
 - 2) Sheriff’s Report of Fees Disbursed and Collected for November 2021

4. BUDGET STUDY SESSIONS

The Board held Budget Study Sessions with the following department heads: Nick Jedlicka /Veteran Affair Director, Suzanne Watson / Community Service Director, Andy Brown / Sheriff, Jeff Thuhlen / Chief Deputy Sheriff, Bob Anderson / Communications, Mark Schoemaker / Conservation Director. Discussion only. No action taken.

5. CLOSED SESSION

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

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

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

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

Motion by Wichman, second by Schultz to authorize Chairman Belt to sign agreement as discussed in closed session.

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

6. ADJOURN

Motion by Belt, second by Schultz, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:30PM.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign 2022-2023 Wage Increase between Pottawattamie County and the Pottawattamie County Deputy Sheriff's Association, effective July 1, 2022, through June 30, 2023.

MEMORANDUM OF UNDERSTANDING
2022-2023 Wage Increase

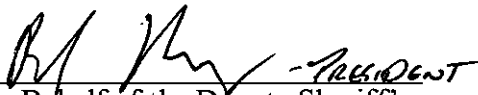
This is a Memorandum of Understanding between Pottawattamie County and the Pottawattamie County Deputy Sheriff's Association, effective from July 1, 2022 through June ~~30~~³¹, 2023.

The parties agree that due to the current financial climate and inflation, we will adjust the wage increase as follows:

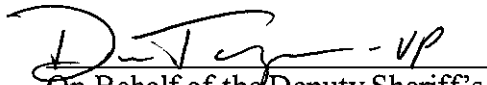
- Those employees, both Uniformed Officers and Civilian/non-uniformed, that are outside of the step and grade or on the last step of the step and grade will receive a 4% pay increase.
- Civilian/non-uniformed pay grades will move by 1.5%, with 2.5% remaining between each step, and employees within the step and grade will receive a step increase, thus equaling a 4% pay increase.
- Uniformed Officers will follow the step and grade in the contract as is.

The parties agree that this Memorandum of Understanding will not become part of the Pottawattamie County Deputy Sheriff's Association labor agreement, but shall only be effective from July 1, 2022 – June ~~30~~³¹, 2023.

Signed this _____ day of _____, 2022


On Behalf of the Deputy Sheriff's Association

On Behalf of Pottawattamie County


On Behalf of the Deputy Sheriff's Association

On Behalf of Pottawattamie County

Jana Lemrick/Director, Human
Resources and Mark
Shoemaker/Director of
Conservation

**Discussion and/or decision to approve Job Description
of Site Manager, and Job Description of Mechanical
Operations & Maintenance Manager.**

Pottawattamie County, Iowa

Class Description

Title: Site Manager

FLSA Status: Exempt

Department: Conservation

Job Code:

Division: N/A

Updated: 3/2/2021

Bargaining Unit/Grade: Non-Union, 520

General Definition of Work

Responsible for the management of operations at the assigned site including quality conditions for outdoor recreation at the site, maintenance, customer service, and personnel oversight. The position will work under but with limited supervision from the Executive Director and Deputy Director.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Directly oversee all operations associated with opening, operating, and closing of designated site

Assume primary responsibility for all customer service activities at assigned site including staffing, sales, food and beverage services, educational programming, and other hospitality related services

Develop, perform and monitor safe work practices for employees

Ensure all daily, monthly, and annual inspections for all attractions are completed and logged in accordance with state and manufacturer's guidelines

Serve as primary contact for all required regulatory inspections and permitting related to site operations

In cooperation with the Park Maintenance Mechanic, conduct all staff hiring and training and ensure that all training is tracked, completed, and logged in accordance with manufacturers and County guidelines and policies

Complete or oversee monthly inspections in accordance with state, local, federal, and manufacturer guidelines

Cooperate with Park Maintenance Mechanic and other staff in the planning, deployment, operation, maintenance, and repair of specialized equipment to include but not limited to snow machines, snow groomers, and ski lifts.

With limited assistance from the Deputy Director and Promotions and Outreach Coordinator, monitor, update, and respond to all digital business and marketing platforms related to the site

Monitor, track, contract, and conduct routine maintenance and repairs on all buildings and grounds equipment at the site and at other locations as assigned

Communicate all pertinent operational information to the Director and Deputy Director in a timely manner

Pottawattamie County, Iowa

Class Description

Work with the Director, Deputy Director, Administrative Assistant, and Human Resources to ensure interviewing, hiring, seasonal evaluations are completed in a timely manner

Ensure that all necessary repair, maintenance and general supplies are ordered following Conservation Board processes and policies

Create and deploy all employee and contractor schedules based on needs of site operations, incoming requests from the public, and business levels and trainings

Apply basic accounting practices where required to manage inventory, budgets, balance cash drawers, etc.

Use industry resources to ensure training practices are up to date with current standards

Leadership, above average problem-solving abilities, organizational, and communication skills

Ability to work well with others, and foster a team atmosphere

Basic First Aid and CPR certification (*preferred*)

Comfortable working in varied weather conditions at varied times of the day and night

Duties may be changed or added at any time. The duties listed above and below are not inclusive of all tasks that the employee may be required to perform.

Minimum Qualifications

Bachelor's degree in marketing, Bachelor's degree in marketing, business, hospitality, or park management preferred. Two-year degree plus work experience in related field may also qualify.

Prior experience with customer service, park operations, and ski area services will be preferred.

Must be willing to work standard workweek hours and non-standard workweek hours including weekends, evenings, nights, and holidays.

Special Qualifications

Obtain State of Iowa CPR and First Aid Certification within 6 months of hire.

Valid driver's license.

Knowledge, Skill, and Abilities

Strong aptitude or significant experience in electronics and wiring, mechanical operations and maintenance, and carpentry

Excellent communications skills both verbally and in writing

Familiarity with basic computer and website operations

Previous hiring experience a plus

Pottawattamie County, Iowa

Class Description

Strong ability to work well with others in stressful situations

Previous retail and customer service experience preferred

Previous experience in the operation and maintenance of specialized winter recreation equipment including ski lifts, snow machines, snow groomers,

Working Conditions

Duties require the ability to tolerate an indoor and outdoor work environment that includes contact with dirt, dust, sun exposure, hot and cold environments, and conditions where ambient noise levels are high (e.g. near operating chainsaws, and heavy machinery). An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp, and feel, and operate the following: vehicles, computers, and any other pieces of equipment that are used to perform the essential functions of the job.

Attendance at work is an essential function of this position. Work is generally performed at Hitchcock Nature Center; however, incumbent will be expected at times to assist with similar tasks at various Conservation parks and habitat areas. Outdoor activities and assisting with outdoor activities may require considerable hiking over uneven and/or steep ground. An incumbent must also have the ability to transport themselves to and from various locations throughout the county parks and surrounding jurisdictions.

Work hours will be required before or after business hours and on weekends. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Pottawattamie County, Iowa

Class Description

Title: Mechanical Operations and Maintenance Manager

FLSA Status: Exempt

Department: Conservation

Job Code:

Division: N/A

Updated: 4/15/2022

Bargaining Unit/Grade: Non-Union, 520

General Definition of Work

Perform skilled mechanical work in the inspection, maintenance, and repair of specialized equipment, machinery, and facilities of the Conservation Department. Assist Site Manager with various tasks as needed and available. Work should be performed under but with limited supervision of the Conservation Director and Deputy Director.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Monitor, maintain, repair, and make improvements to various machinery such as motors, pumps, valves, generators, and air compressors as required by manufacturer specifications or as required by law.

Formalize standard operating and maintenance procedures for Conservation Department equipment.

Completes and maintains a written record of the maintenance services performed on each piece of equipment.

Assist in lift operations including operating ski lifts and know how to turn on & operate the lift controls

Being familiar with location of ski lifts on the mountain

Run lift on auxiliary or evacuation diesels

Manage maintenance tools and equipment

Assist in daily preventative maintenance inspections

Inspect, maintain, and perform minor repair and preventive maintenance on licensed automotive equipment and trucks.

Inspect, maintain, and repair non-licensed equipment, including mowers, snowmobiles, UTVs, string trimmers, backpack blowers, seeders, loaders, plows, trailers, or other specialized equipment.

Repair or rewire automotive electrical lighting, charging, and starting systems and install equipment such as two-way radios.

Interview and hire and, if necessary, discipline and fire employees under their supervision.

Perform welding and cutting operations with arc welder, MIG welder, or acetylene torch to modify or redesign existing equipment as well as design and build specialized equipment.

Organize and prioritize equipment repairs and maintenance; assist in preparing equipment budget.

Assist in ordering, receiving, and issuing equipment parts and maintain accurate records.

Pottawattamie County, Iowa

Class Description

Perform snow and ice control and removal procedures, including plowing, sanding, spreading deicing chemicals, loading trucks, hauling snow, shoveling sidewalks, or assisting in the maintenance of snow removal equipment.

Assist with the operation and maintenance of specialized machinery including ski lifts, snow making machines, snow groomers, and snow mobiles.

Adequately communicate needs and priorities to Deputy Director and Executive Director

Disassemble, repair, overhaul, and reassemble operating parts of engines, pumps, motors, and other equipment including ski lifts, snowmaking machines, and other equipment.

Minimum Qualifications

Graduation from high school or GED certification supplemented by two (2) years related specialized education or vocational and mechanical equipment training and a minimum of five (5) years' experience in the maintenance field including the repair of specialized mowers, automotive, and industrial equipment; or any such combination of education, experience, and training as may be acceptable to the hiring authority. Ability to work varied schedules to accommodate Conservation park hours of operation. Must be willing to work standard workweek hours and non-standard workweek hours including weekends, evenings, nights, and holidays.

Special Qualifications

Obtain State of Iowa CPR and First Aid Certification within 6 months of hire.

Must possess and maintain throughout employment a valid driver's license

Knowledge, Skill, and Abilities

Strong mechanical and electrical aptitude.

Skill in the assembly, installation, and repair of machinery and equipment.

Knowledge of the standard practices, methods, tools, and materials of the mechanical trades and ski industry.

Previous experience working on ski lifts, snow machines, snow groomers will be highly preferred.

Previous supervisory experience will be preferred.

Advanced first aid training and ski patrol experience is preferred

Knowledge of mechanical parts and operation of automotive equipment.

Working knowledge of automotive equipment repair and of the principles of internal combustion engines.

Knowledge of mechanical parts and operation of self-propelled and hand-powered lawn mowers.

Knowledge of occupational hazards and safety precautions required in the repair of various equipment.

Skill in the use of bench and hand tools, machines, and equipment of mechanical trades.

Basic understanding and proficiency with computers and computer programs to include Microsoft suite

Knowledge of the practices and methods of electric and acetylene welding.

Knowledge and ability in the operation of some types of light and heavy equipment.

Knowledge of electrical equipment and instrumentation.

Ability to work from sketches and blueprints and to understand and carry out effectively oral and written instructions.

Pottawattamie County, Iowa

Class Description

Ability to read and understand schematics, hydraulic flow charts, and other mower and light equipment repair manuals.

Duties may be changed or added at any time. The duties listed above and below are not inclusive of all tasks that the employee may be required to perform.

Knowledge and skill in the effective use of carpentry and building construction techniques.

Class A commercial driver's license is a plus.

Must be willing and able to operate as part of a team and at times assist with the duties of other team members.

Working Conditions

Duties require the ability to tolerate an indoor and outdoor work environment that includes contact with dirt, dust, sun exposure, hot and cold environments, and conditions where ambient noise levels are high (e.g. near operating chainsaws, and heavy machinery). An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp, and feel, and operate the following: vehicles, computers, and any other pieces of equipment that are used to perform the essential functions of the job.

Attendance at work is an essential function of this position. Work is generally performed at Hitchcock Nature Center; however, incumbent will be expected at times to assist with similar tasks at various Conservation parks and habitat areas. Outdoor activities and assisting with outdoor activities may require considerable hiking over uneven and/or steep ground. An incumbent must also have the ability to transport themselves to and from various locations throughout the county parks and surrounding jurisdictions.

Work hours will be required before or after business hours and on weekends. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Heather Shafer/Assistant,
Human Resources

Discussion and/or decision to remove 1-year waiting period for new employees to earn wellness incentive.

David Bayer/Chief Information **Officer**

**Discussion and/or decision for Board Chairman to sign
Internet Service Agreement with Lumen.**

ICustomer Information	Account Information	Prepared By
Name: POTTAWATTAMIE COUNTY - IA Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 610985 Billing Account: Billing Address: 223 S 6TH ST COUNCIL BLFS, IA 51501 Contract ID#: New (Internal Use Only)	Name: Cory Mitchell Phone: Email: cory.mitchell@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1	227 S 6TH ST Floor 1 Room 911 COUNCIL BLUFFS IA 51501		Adtran Netvanta 5660 Pro 1G	36 Months	\$299.00	\$99.00	\$99.00
Building Extension	1		Building Extension		36 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 10 Licenses	36 Months	\$0.00	\$0.00	
Service Sub Total:						\$299.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

Lumen provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits. The Attachment and Service Exhibits applicable to Customers purchasing Fiber+ Internet services for wholesale purposes are found at http://www.centurylink.com/legal/FiberPlus_Wholesale.pdf.

The Fiber+ Internet Package type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. Lumen will provide the rental equipment while Customer purchases the Services from Lumen. Lumen may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET On-Site Premium maintenance. Customer's site must qualify for ProMET On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at:

http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet"). These rates may not apply if Service is being purchased for wholesale purposes.

As part of the Service provisioning process, Lumen will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law, unless Service is purchased for wholesale purposes.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Opportunity ID#: 58290707

Extension Service Service Schedule is available upon request.

Customer is currently eligible to receive the following optional business applications provided by Lumen with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 299.00	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

David Bayer/Chief Information **Officer**

**Discussion and/or decision for Board Chairman to sign
EPL Service agreement with Great Plains
Communications.**



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

Order Details	
Customer	Pottawattamie County
Service Term	36 month(s)
Solution Name	Q-07033-Pottawattamie County - 1GB EPL 1819 Farnam, Omaha & 227 Sth 6th CB

Location: 227 S 6TH ST, COUNCIL BLUFFS, IA 51503				
Product	Customer Description	Price	Quantity	Total Price
ELINE - EPL 1 Gbps	Ethernet Private Line (EPL) provides point-to-point port-based connectivity with predictable low latency transport.	\$1,005.33	1	\$1,005.33
Class of Service - Standard		\$0.00	1	\$0.00
Network Monitoring Portal	Portal access to real-time and historic performance analytics, view of circuit health with on-demand and scheduled reporting.	\$0.00	1	\$0.00

Monthly Recurring Charge	Non-Recurring Charge (due at install)	Upfront Charge (due upon signing)
\$1,005.33	\$0.00	\$0.00

NOTE: all prices are before applicable taxes, fees, and surcharges.

SPECIAL TERMS AND CONDITIONS
Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS
This order is entered between the Great Plain's affiliate listed below (" <u>Provider</u> ") and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider's standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.	
Customer: Pottawattamie County	Provider: Netlink LLC
Sign:	Sign:
Print:	Print: Amy Duffy
Title:	Title: Account Executive
Date:	Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“Agreement”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“Provider”) to the party purchasing services (“Customer”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“MRC”), non-recurring charges (“NRC”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee (“ETF”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Confidentiality.** Customer will not disclose the prices, terms, and conditions expressed by Provider for 3 years after expression.
11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION		
Business Legal Name: Pottawattamie County		
Business Type and State (e.g. Nebraska corporation):		
Owner/Account Holder: David Bayer		
Phone: <u>712.328.4882</u>		
Email: <u>david.bayer@pottcounty-ia.gov</u>		
Service Address: <u>227 S 6TH ST, COUNCIL BLUFFS, IA 51503</u>		
Is the Service Address within city limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own the property (land and building)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (if applicable):		
Billing Address:		

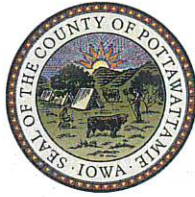
EXISTING CUSTOMER INFORMATION ONLY		
Current GPC Account #: 170707		
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement	<input type="checkbox"/> Separate Statement

TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>

ACCOUNT PASSWORDS AND SECURITY	
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>	
CPNI Contact: David Bayer	
CPNI Phone: <u>712.328.4882</u>	
CPNI Email: <u>david.bayer@pottcounty-ia.gov</u>	
Account Password:	
Password Hint:	
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>	
4-digit PIN:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

TECHNICAL CONTACT
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>

**Discussion and/or decision to approve
Application for Use of Pottawattamie County
Grounds for the Bible Reading Marathon on
July 14th – 16th.**



APPLICATION FOR USE OF POTTAWATTAMIE COUNTY GROUNDS

After you have completed this form, please return it to: Board of Supervisors, 227 South 6th Street, 2nd Floor, Council Bluffs, Iowa or by fax at (712) 328-5770. For questions concerning this application, please contact the Board of Supervisors at (712) 328-5644. All applications should be submitted at least three weeks in advance of your event.

This form must be accompanied by a cover letter describing event. Any changes to the event or Responsible Party after the Application has been approved must be reported to the Board of Supervisors at (712) 328-5644. Applications must be resubmitted on an annual basis.

All County grounds and buildings are Smoke-Free and Weapons-Free.

Requesting Use of: Courthouse ^{grounds}, Veteran's Building (Only available for use by approved Veteran's Organizations) use of courthouse grounds adjacent to Squirrel Cage Jail

Date(s) of use: July 14-16 10:00 A.M to 7:00 p.m

Time of use (start and end times): 10:00 AM to 7:00 P.M

Group/Individual Requesting Use: Bible Reading Marathon

Name of Contact Person: Gregory G Barntsen

Contact Address: 124 Seven Oaks St, Council Bluffs, Iowa 51503

Telephone Number: 515-450-2349 Fax Number: 712-328-8320

Contact E-mail Address: ggbarntsen@smithpeterston.com

Name of Event: Annual Bible Reading Marathon

Type of Event/Use: People will attend and be present sitting on law chairs on blanket, on ground reading the Bible

Specific areas of Courthouse grounds you request to use: grass area next to squirrel cage jail

Is the event open to the general public? Yes No

Number of participants expected: 6-8 people but sometimes less

What equipment will be used on the grounds? (e.g.: chairs, tables, electrical equipment, restroom facilities) lawn chairs

When will equipment be set up? chairs set up when people come to read

Is food and/or beverage to be served? Yes No (NOTE: NO alcohol beverages are allowed.)
If yes, describe: But people may bring water bottles or snacks

Has this group used Courthouse grounds for other events? Yes No

If so, please list functions and dates: area has been used last 4 years in summer. Last year used Sept. 9-11

A liability insurance policy naming the County as an "additional insured" is required in the amount of at least \$1 million at the time of event.

Does this group have liability insurance to cover this event? Yes No N/A

.....

I have read the *Rules For Use of Pottawattamie County Courthouse Grounds*. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold the County (including its governing bodies, individual departments, employees, and agents) free and harmless from any damage, loss, liability, cost or expense that may arise during or be caused in any way by this scheduled event and any activities related to it.

Gregory J. Bantson
Signature of Responsible Party

4-12-22
Date

*** FOR COUNTY USE ONLY ***

Certificate of Insurance Received: Yes Date Received: _____ No Waived

Buildings and Grounds: N/A Approved Denied

Sheriff/Courthouse Security N/A Approved Denied

BOARD OF SUPERVISORS DECISION

Board Meeting Date: _____

Board Decision: Approved Denied

Reason(s) for Denial: _____

Board of Supervisors, Chairman or Designee

VETERANS COMMISSION DECISION (Veteran's Building Only)

Commission Meeting Date: _____

Commission Decision: Approved Denied

Reason(s) for Denial: _____

Veteran's Commission, Chairman or Designee

Received/Filed

Public Comments

Closed Session

BUDGET SESSION

Discussion only