

Closed Session

Consent Agenda

July 19, 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 Schultz, and second by Belt, to remove item 1G., entitled Secondary Roads – Payroll status change for Kristina Treantos, from the Consent Agenda.

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

- A. July 12, 2022, Minutes as read.
- B. June 2022 Vendor Publication Report.
- C. Secondary Roads – Employment of Scott Plumb as a Bridge Technician I.
- D. Sheriff – Employment of William Bates as a Deputy (Roads).
- E. Sheriff – Employment of Dane Molgaard as Front Entry Security Personnel.
- F. Secondary Roads – Payroll status change for Michael Bonnet.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open Public Hearing to Amend Future Land Use Map of the Pottawattamie County Comprehensive Plan 2030 in Lewis Township Sections 15, 16, 17, 20, 21, 22, 27, 28 and 29 from a River Ag Production to an Urban Transitional Classification and to adopt Planning and Zoning Resolution No. 2022-09.

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

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

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

Motion by Shea, second by Belt, to approve and authorize Board to sign Planning and Zoning **Resolution No. 2022-09.**

**PLANNING AND ZONING
RESOLUTION NO. 2022-09**

A RESOLUTION AMENDING FUTURE LAND USE DESIGNATIONS IN THE 2030 COMPREHENSIVE PLAN IN THE UNINCORPORATED AREAS OF POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Pottawattamie County deems the development of a comprehensive land use plan for orderly growth and development in the unincorporated areas of Pottawattamie County, Iowa; and

WHEREAS, the Plan creates and delineates the Future Land Use of lands in the unincorporated areas of the County, and establishes levels of development with the various areas; and

WHEREAS, following public hearing on the amendment to the Future Land Use Map, the County Planning Commission recommended approval of the Future Land Use designations, as presented by Pottawattamie County; and

WHEREAS, after study and consideration the Board of Supervisors has determined it is in the best interest of the County to amend the Future Land Use Map, as presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that the Board of Supervisors of Pottawattamie County, Iowa, hereby adopt the amendment to the Future Land Use Map for the two-mile extraterritorial area of Council Bluffs.

PASSED AND APPROVED JULY 19, 2022.

	R O L L	C A L L	V O T E	
	A Y E	N A Y	A B S T A I N	A B S E N T
_____ Tim Wichman, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Brian Shea	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Lynn Grobe	○	○	○	○

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

RECORD: After Passage
Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Shea, to open Public Hearing and First Consideration of Ordinance No. 2022-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 3.91 acres from a Class R-2 (Urban Transitional) to a Class C-2 (General Commercial) District; and setting date for Second Consideration.
Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

Motion by Shea, second by Belt, to close public hearing.
Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Belt, to approve First Consideration of Ordinance No. 2022-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 3.91 acres from a Class R-2(Urban Transitional) to a Class C-2 (General Commercial) District; and setting date for Second Consideration for July 26, 2022.
UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Belt, to open Public Hearing and First Consideration of Ordinance No. 2022-03, and Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 2.391 acres from a Class A-3 (Riverfront & Ag Production) to a Class I-1 (Limited Industrial) District; and setting date for Second Consideration.
Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

Motion by Belt, second by Schultz, to close public hearing.
Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Shea, to approve First Consideration of Ordinance No. 2022-03, and Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 2.391 acres from a Class A-3 (Riverfront & Ag Production) to a Class I-1 (Limited Industrial) District; and setting date for Second Consideration for July 26, 2022.
UNANIMOUS VOTE. Motion Carried.

Study Session on Urban Chickens was held with Matt Wyant from the Planning Department. Discussion to add into Pottawattamie County Zoning Ordinance and Animal Control a permit process to allow for the keeping of chickens in the R3 district.
Discussion only. No Action Taken.

After discussion was held by the Board, a motion was made by Shea, and second by Grobe, to approve the Board Chairman to sign Cornerstone Commercial Contractors pay application no. 13 for Carson/Macedonia downtown rehab.
UNANIMOUS VOTE. Motion Carried.

3. OTHER

After discussion was held by the Board, a Motion was made by Belt, and second by Shea, to approve Pottawattamie County Treasurer's Semi- Annual Report for 1/1/2022 – 6/30/2022.
UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and second by Belt, to approve purchasing of Amazon Prime in the amount of \$1,229.00/yr.
UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and second by Belt, to approve Veteran Affairs relocation allocation and additional Awards up to \$25,000.00.
UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Shea, and second by Schultz, to approve Application for Use of Pottawattamie County Grounds for the Veteran Affairs Building for the VFW 11355 (FY23 Monthly Meetings), VFW 11355 (2022 Car Show), Iowa Veterans Foundation (FY23 Scheduled Meetings), and Council Bluffs Veteran Day Parade Foundation.
UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Belt, to approve the following applications made to the Assessor's Office: Homestead (314 recommend allowed, 1 recommend disallowed), Military (21 recommend allowed, 0 recommend disallowed), Disabled Veteran Homestead (6 recommend allowed, 0 recommend disallowed), Family Farm (4 recommend allowed, 0 recommend disallowed).
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve ISACS Supervisors' Dues for FY22/23 in the amount of \$375.00.
UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Sheriff – Payroll status change for Linda Hensley, Jeremy Harker, and Tanner Miller.
- 2) Jail – Payroll status change for Dustin Ceder.
- 3) Animal Control – Payroll status change for Angela Rathbun.
- 4) IT – Payroll status change for Kelly Greer.
- 5) Conservation – Payroll status change for Steve Fox, Nicole Truax, Hannah Lollis, Andrew Larkin, Ben Beiermann, Noah Sundberg, Ashley Jonas, Katherine Williams, and Grace Kauffman.
- 6) SWI Juvenile Detention Center – Employment of Charles Lainson and Breanna Belt as a Part time Youth Corrections Worker.

5. PUBLIC COMMENTS

No Public Comments.

6. ADJOURN

Motion by Grobe, second by Belt, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:13 A.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: July 26, 2022
PUBLISH: X

July 19, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 1:00 P.M. All members present. Chairman Wichman presiding.

PLEDGE OF ALLEGIANCE

1. SCHEDULED SESSIONS

Motion by Schultz, second by Belt, to approve and authorize Board to sign **Resolution No. 49-2022** entitled: RESOLUTION DIRECTING SALE OF \$1,745,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022.

RESOLUTION NO. 49-2022

RESOLUTION DIRECTING SALE OF \$1,745,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,745,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022

Bidder: Hilltop Securities of Dallas, TX

The terms of award:

Final Par Amount as adjusted: \$1,745,000.00
 Purchase Price as adjusted: \$1,822,307.40
 True Interest Rate: 2.3490 %
 Net Interest Cost: \$ 119,757.00

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That all acts of the County Treasurer and other officials done in furtherance of the sale of the Notes are hereby ratified and approved.

Section 4. That the notice of the sale of the notes heretofore given and all acts of the Auditor done in furtherance of the sale of the notes are hereby ratified and approved.

Dated this 19th Day of July, 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

ATTEST: _____
Melvyn Houser, County Auditor

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

2. STUDY SESSION

The Board held a Study Session with the department heads. Discussion only. No action taken.

3. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:20 P.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: July 26, 2022
PUBLISH: X

Scheduled Sessions

Paula Hazelwood/Chief
Executive Officer, Advance
Southwest Iowa Coporation
and Bethany Wilcoxon and
Team/Senior Advisor, McClure

**Presentation for project funding for Rural
Pottawattamie County Infrastructure Collaboration
(RPCIC).**

**Jason Slack/Director, Building
and Grounds and Mareil
Wagner, Historical Society**

**Discussion and/or approval on property swap with the
Historical Society of Pottawattamie County.**

Preparer

Information: Matthew Wilber 227 S 6th Street 5th Fl, Council Bluffs, IA 51501 712-328-5649

PERMANENT EASEMENT AGREEMENT

That the Historical Society of Pottawattamie County Iowa (hereinafter referred to as “Grantor”) and Pottawattamie County, Iowa, a municipal corporation of the State of Iowa (hereinafter referred to as the “County”), do hereby enter into a Permanent Easement Agreement as set forth below. Grantor, for the consideration of One Dollar and 00/100 (\$1.00) and other valuable consideration in hand paid by the County, does hereby grant to the County, its agents, contractors, and assigns, a permanent easement to the following described real estate:

A PARCEL OF LAND BEING A PORTION OF LOT 11, BLOCK 14, BAYLISS ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE ON THE WEST LINE OF SAID LOT 11, SOUTH 12 DEGREES 15 MINUTES 12 SECONDS WEST, 65.48 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48 DEGREES 48 MINUTES 52 SECONDS EAST, 25.14 FEET;

THENCE NORTH 77 DEGREES 19 MINUTES 21 SECONDS WEST, 22.00 FEET TO A POINT ON SAID WEST LINE;

THENCE ON SAID WEST LINE, NORTH 12 DEGREES 15 MINUTES 12 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 132.0 square feet (0.003 ACRE), MORE OR LESS. (hereinafter referred to as “Easement Property”)

Grantor and County desire to enter into this Permanent Easement Agreement (hereinafter “Agreement”) for the purpose of the county using it for parking and to define their rights and obligations as to the above-described Easement Property and therefore agree as follows:

1. Term. The County shall have the perpetual nonexclusive rights granted under this Agreement from the date of the execution of this Agreement.

2. Right of Access. The County shall have the right of access to the Easement

Property and have all rights of ingress and egress entry that will be necessary for the use and enjoyment of the Easement Property as herein described.

3. Surface Restoration. The County's liability to restore the surface within the Easement Property shall be limited to maintenance of the concrete as the parties agree are necessary.

4. Binding on Successors; Covenants. This Agreement shall be binding on Grantor and Grantor's Successors and Assigns during the term stated above. Grantor does hereby covenant with the County, and successors in interest that the Grantor holds said real estate described in this Agreement by title and fee simple; that Grantor has good and lawful authority to sell and convey the real estate; and Grantor covenants to warrant and defend said real estate against lawful claims of all persons, except as may be above stated.

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

Words and phrases herein, including an acknowledgment hereof, shall be construed as any single or plural number and as masculine or feminine gender according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this

_____ of _____ 2021.

By: _____
Scott Belt
Chairman

By: _____
Darlene Vergamini
President

By: _____
Melvyn Houser
Auditor

By: _____
Robert Whitlach
Vice-President

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2021 by Scott Belt, as Chairman of the Board of Supervisors and Melvyn Houser as County Auditor.

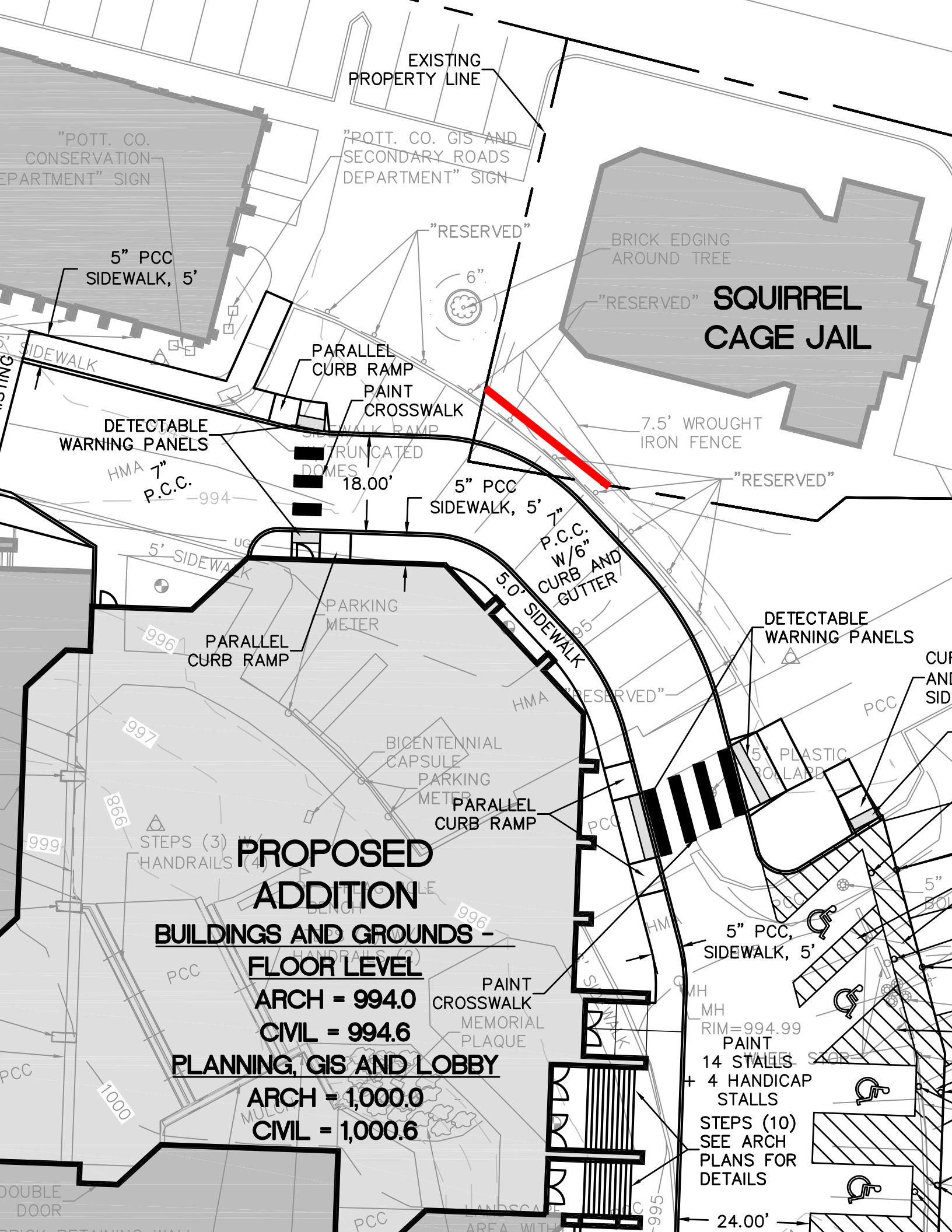
Notary Public in and for said State.

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this ____ day of _____, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared Darlene Vergamini and Robert Whitlach, as President and Vice-President of the Historical Society Pottawattamie County Iowa, to me personally known, acknowledged the execution of said instrument to be their voluntary act and deed and voluntarily executed.

Notary Public in and for said State.





EXISTING PROPERTY LINE

"POTT. CO. CONSERVATION DEPARTMENT" SIGN

"POTT. CO. GIS AND SECONDARY ROADS DEPARTMENT" SIGN

"RESERVED"

BRICK EDGING AROUND TREE

SQUIRREL CAGE JAIL

5" PCC SIDEWALK, 5'



PARALLEL CURB RAMP
PAINT CROSSWALK

7.5' WROUGHT IRON FENCE

DETECTABLE WARNING PANELS



5" PCC SIDEWALK, 5'

"RESERVED"

HMA 1" P.C.C. -994

7" P.C.C. W/6" CURB AND GUTTER

5' SIDEWALK

PARKING METER

DETECTABLE WARNING PANELS

PARALLEL CURB RAMP

BICENTENNIAL CAPSULE

PARKING METER

PARALLEL CURB RAMP

5" PLASTIC ROLLER

PROPOSED ADDITION

BUILDINGS AND GROUNDS - FLOOR LEVEL

ARCH = 994.0

CIVIL = 994.6

PLANNING, GIS AND LOBBY

ARCH = 1,000.0

CIVIL = 1,000.6

PAINT CROSSWALK
MEMORIAL PLAQUE

5" PCC, SIDEWALK, 5'

MH RIM=994.99 PAINT

14 STALLS + 4 HANDICAP STALLS

STEPS (10) SEE ARCH PLANS FOR DETAILS

24.00'

DOUBLE DOOR

PCC

LANDSCAPE AREA WITH

Jason Slack/Director, Building and Grounds

**Discussion and/or approval to approve HGM's Proposal;
Engineering Fees for the Courthouse Parking lot
Reconstruction Project in the amount of \$44,700.**



July 11, 2022

Mr. Jason Slack, Building and Grounds Director
Pottawattamie County, Iowa
227 S. 6th Street
Council Bluffs, Iowa 51501

Subject: **Pottawattamie County Courthouse Parking Lot - Reconstruction – REVISED**
Council Bluffs, Iowa
HGM Proposal No. 000722-040R

Dear Jason:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including Surveying and Engineering Services. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these basic services for the lump sum amount of \$44,700. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within 3 days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that the contract documents can be ready to release for bid within 75 days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Mr. Jason Slack, Building and Grounds Director
Pottawattamie County, Iowa
July 11, 2022

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM.

We sincerely appreciate the opportunity to continue working with you.

Sincerely,
HGM ASSOCIATES INC. - CONSULTANT



John E. Jorgensen, P.E.
Project Manager



Terrence L. Smith, P.E.
President

Acceptance of Proposal:

POTTAWATTAMIE COUNTY, IOWA - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

SCOPE OF SERVICES

EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated July 11, 2022, between: POTTAWATTAMIE COUNTY, IOWA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Pottawattamie County Courthouse Parking Lot - Reconstruction – REVISED

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

I. TOPOGRAPHIC SURVEY

- A. Complete a Topographic Survey of the existing parking lot on the east side of the courthouse.
- B. Incorporate existing utilities based on One-Call Utility Locates.
- C. Download field survey into AutoCAD.

Deliverables:

- Topographic Survey of Project Site.

II. PRELIMINARY DESIGN

- A. Preliminary parking lot plan; layout will be similar to the current layout but meeting current setback requirements. Design will include storm sewer analysis and design. Plan sheets include:
 1. Cover Sheet.
 2. Site Survey and Legend.
 3. Removals (demo) Plan.
 4. Grading/Erosion Control Plan.
 5. Civil Site Plan including storm sewer.
 6. Pavement Geometrics and Jointing Plans.
 7. Striping Plan.
- B. Develop three conceptual sketches of a new Courthouse monument sign with brick columns and internally illuminated sign panel.
- C. Preliminary electrical design including parking lot lighting, security cameras and entrance/exit gate. - Electrical Design to be provided by ETI as a subconsultant.
- D. Preliminary project specifications and front-end documents (Notice to Bidders, General Conditions, etc.).
- E. Develop a Preliminary Opinion of Probable Construction Cost (OPC).

Deliverables:

- Preliminary Design Plan Set.
- Three conceptual monument sign sketches.
- Preliminary Project Specifications and Front-End Documents.
- Preliminary Opinion of Probable Construction Cost.

III. FINAL DESIGN DOCUMENTS

- A. Final design services will commence after Client review and approval of preliminary plan layout.
- B. Completed Final Design Drawings including details necessary to bid the project.
- C. Develop final monument sign plan and details for construction.

- D. Prepare final electrical design plans and specifications – To be prepared by ETI.
- E. Statewide Urban Design and Specifications Program (SUDAS Specifications) will be used for this project. Special Provisions will be developed for anything not covered by SUDAS.
- F. Finalize project specifications and front-end documents.
- G. Prepare final Opinion of Probable Construction Cost.

Deliverables:

- Final Construction Plan Set, including monument sign.
- Final Project Specifications and Front-End Documents.
- Final Opinion of Probable Construction Cost.

IV. BID PHASE

- A. Distribute final Contract Documents to bidders through Standard Digital to obtain competitive bids.
- B. Answer questions from Bidders during bidding period.
- C. Issue addenda, as necessary.
- D. Attend Bid Letting (typically a Board Meeting).
- E. Prepare bid tabulation and provide recommendation of award.
- F. Prepare Contract Documents for the selected Contractor.

V. CONSTRUCTION PHASE SERVICES

- A. Arrange and facilitate Pre-Construction Meeting.
- B. Review Shop Drawings (ETI will review electrical shop drawings).
- C. Provide construction staking.
- D. Provide part-time, on-site construction observation. Estimated Project Observer time is based on construction taking six weeks (12 hours/week).
- E. Office Engineering Support and Contract Administration. Prepare Periodic Pay Estimates for Contractor and Change Orders (as necessary).
- F. Prepare Punch List for items to be addressed before final acceptance of the project. (ETI will provide electrical punch list).

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Provide County Front-End documents (General Conditions, etc.) for bidding project.

GENERAL PROVISIONS

EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated July 11, 2022 between: POTTAWATTAMIE COUNTY, IOWA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: Both parties agree that the ownership of instruments prepared by the CONSULTANT at the direction of the CLIENT, including specifications, drawings, maps, plats, and other related instruments, shall be and remain property of the CLIENT, and further, that such right in the CLIENT shall not preclude the right of the CONSULTANT to make and retain copies of same, to which copies CONSULTANT shall have full right of ownership.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination of Agreement: This agreement or any portion thereof may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, the payment for General Consulting Engineering Services for work performed prior to the date of termination shall be determined by multiplying payroll cost times 2.30.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

GENERAL PROVISIONS

EXHIBIT B

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$500,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied; that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the Consultant's fees for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the Consultant's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Rev 161128

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

Second Consideration of Ordinance No. 2022-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 3.91 acres from a Class R-2 (Urban Transitional) to a Class C-2 (General Commercial) District; and to adopt Ordinance No. 2022-02 into law.

TO: Board of Supervisors
FROM: Matt Wyant, Planning Director
DATE: July 14, 2022

RE: #ZMA-2022-02

REQUEST: Zoning Map Amendment to reclassify approximately 3.91 acres from a Class R-2 (Urban Transitional) to a Class C-2 (General Commercial).

LOCATION: Garner Township

20736 McPherson

28-75-43 LT 6 NW SE LT 1 SW SE N OF HWY EXC COMM NE COR LT 6 W313' S TO R OF WAY LINE HWY 6 NELY TO POB

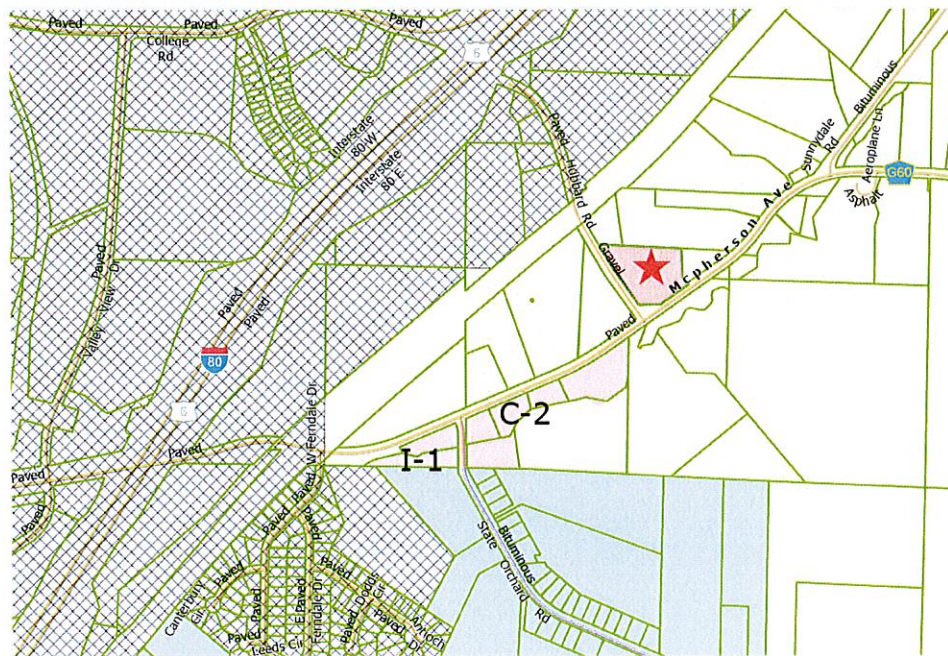
The subject property is located slightly outside the city limits of Council Bluffs on McPherson Ave.



PROPERTY OWNER: Karis – Cara Crilly

GENERAL INFORMATION: The applicant has requested that approximately 3.91 acres, which are currently zoned R-2 (Urban Transitional) District, be rezoned to C-2 (General Commercial).

SITE & AREA REVIEW: The properties in the immediate area are a mixture of residential, commercial and industrial properties.



- Zoning (Pottawattamie County, IA)
- A1 Open Space and Conservation
 - A2 Agricultural Production
 - A3 River Front and Ag Production
 - A4 Loess Hills Landform
 - C1 Highway Commercial
 - C2 General Commercial
 - C3 Commercial Recreational
 - I1 Limited Industrial
 - I2 General Industrial
 - R1 Agricultural-Urban Transitional
 - R2 Urban Transitional
 - R3 Urban Residential
 - R5 Planned Residential

SITE REVIEW:

Situated on the property is a 60' x 100' utility building.



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

ROADS & TRAFFIC: Access to the subject property is gained from McPherson Avenue, a hard-surfaced county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 700 vehicles per day.

See attachment for Zoning Ordinance for C-2 District and allowable uses both principle and conditional.

COMMISSION

RECOMMENDATION: On June 20, 2022 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Karris – Cara Crilly, as filed under Case #ZMA-2022-02, be approved as submitted.

Motion by: B. Larson.

Second by: Chapman.

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

CHAPTER 8.050
GENERAL COMMERCIAL DISTRICT

8.050.010 INTENT: The Class C-2 District is intended primarily to provide for those business and commercial establishments serving the general retail shopping needs of those persons living in the unincorporated areas of the *County*. Properties shall be located along or have direct access to hard surfaced streets. (*Ordinance #2015-05/12-18-2015*)

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

.01 A

- A. Antique shops. (*Ordinance #81-6/10-01-81*)
- B. Apparel and shoe stores. (*Ordinance #81-6/10-01-81*)
- C. Art galleries. (*Ordinance #81-6/10-01-81*)
- D. Auditoriums, exhibition halls, or other public assembly rooms. (*Ordinance #81-6/10-01-81*)
- E. Automobile and other vehicle parts and supply stores. (*Ordinance #81-6/10-01-81*)
- F. Automobile and other vehicle washing establishments, including the use of mechanical conveyors, blowers and steam cleaning, and including self-service facilities. (*Ordinance #81-6/10-01-81*)
- G. Automobile, boat, farm implement and equipment, motorcycle, *mobile home*, trailer and truck sales, rental and service. (*Ordinance #81-6/10-01-81*)

.02 B

- A. Bakeries and bakery outlets-retail sales only. (*Ordinance #81-6/10-01-81*)
- B. Banks, savings and loan associations, lending agencies, and similar financial institutions including drive-in banks. (*Ordinance #81-6/10-01-81*)
- C. Barber shops and beauty shops. (*Ordinance #81-6/10-01-81*)
- D. Bars, cocktail lounges, nightclubs and *taverns*, provided that the side yard setback and rear yard setback shall be a minimum of fifty (50) feet when such yards abut a Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)
- E. Bicycle shops, sales and repairs. (*Ordinance #81-6/10-01-81*)
- F. Bookstores including newsstands, magazine stores and rental libraries. (*Ordinance #81-6/10-01-81*)

- G. Building supply stores, provided all phases of the business conducted upon the premises be within an enclosed *building*. (Ordinance #81-6/10-01-81)
- H. Business and professional offices. (Ordinance #81-6/10-01-81)
- I. Business, professional, technical and trade schools and colleges. (Ordinance #81-6/10-01-81)

.03 C

- A. Camera and photographic supply store, including photographic development pick-up stores. (Ordinance #81-6/10-01-81)
- B. Candy, nut and confectionery shops, including ice cream or snack bars, but only at retail and only on the premises. (Ordinance #81-6/10-01-81)
- C. Carpenter and cabinet making shops. (Ordinance #81-6/10-01-81)
- D. Carpet and drapery stores. (Ordinance #81-6/10-01-81)
- E. Catering establishments. (Ordinance #81-6/10-01-81)
- F. Clothes cleaning and laundry pick-up stations. (Ordinance #81-6/10-01-81)
- G. Collection offices of public utility. (Ordinance #81-6/10-01-81)
- H. Commercial parking lots and *structures* for passenger vehicles in accordance with the provisions of Chapter 8.080. (Ordinance #81-6/10-01-81)
- I. *Convalescent, nursing and retirement homes*. (Ordinance #81-6/10-01-81)

.04 D

- A. Dairy stores, retail only. (Ordinance #81-6/10-01-81)
- B. *Demolition rubble waste disposal site* for demolition rubble waste generated on the property where it is disposed of.
- C. Department stores. (Ordinance #81-6/10-01-81)
- D. Drug stores and pharmacies. (Ordinance #81-6/10-01-81)
- E. Dry good stores. (Ordinance #81-6/10-01-81)

.05 E

- A. Egg and poultry stores, excluding any slaughtering, eviscerating or plucking. (Ordinance #81-6/10-01-81)
- B. Electrical repair shops. (Ordinance #81-6/10-01-81)

- C. Employment agencies. (*Ordinance #81-6/10-01-81*)
- D. Entertainment and recreational uses, including billiard and pool halls, bowling alleys, ballrooms and dance halls, gymnasiums and other indoor recreational uses and *buildings*, provided that the side yard setback and rear yard setback shall be a minimum of fifty (50) feet when such yards abut a Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)

.06 F

- A. Feed and seed stores, whose products shall be stored and sold in packaged form only. (*Ordinance #81-6/10-01-81*)
- B. Florist stores. (*Ordinance #81-6/10-01-81*)
- C. Frozen food lockers for storage and retail sales only, excluding slaughtering. (*Ordinance #81-6/10-01-81*)
- D. Furniture and appliance stores, including incidental repair and upholstery. (*Ordinance #81-6/10-01-81*)

.07 G

- A. *Garages* for general motor vehicle repair, but not including major body and fender work, and overall painting and upholstering. (*Ordinance #81-6/10-01-81*)
- B. Garden shops and supply stores, and nurseries, provided that all equipment, supplies and merchandise, other than plants, shall be kept within a completely enclosed *building* or under a lathed structure and further provided that fertilizer of any type shall be stored and sold in packaged form only. (*Ordinance #81-6/10-01-81*)
- C. Gift, novelty and souvenir shops. (*Ordinance #81-6/10-01-81*)
- D. Governmental *structures* or uses including fire stations, libraries, police stations, post offices, substations and roadside rest areas; but excluding sanitary landfills or uses similar in their scope of effect. (*Ordinance #81-6/10-01-81*)
- E. Grocery stores, delicatessens and supermarkets, including convenience stores. (*Ordinance #81-6/10-01-81*)

.08 H

- A. Hardware stores. (*Ordinance #81-6/10-01-81*)
- B. Hobby, craft and art supply stores. (*Ordinance #81-6/10-01-81*)
- C. Home furnishings and decorating stores. (*Ordinance #81-6/10-01-81*)
- D. Hospitals, medical and dental clinics and other medical and health facilities. (*Ordinance #81-6/10-01-81*)

- E. *.47 Hotels and motels, but only when serviced with public or common water and sewer facilities. (Ordinance #81-6/10-01-81)*
- .09 I
- A. *Ice storage and distribution stations of not more than five (5) ton capacity. (Ordinance #81-6/10-01-81)*
- .10 J
- A. *Jewelry stores, including clock and watch repair. (Ordinance #81-6/10-01-81)*
- .11 K
- .12 L
- A. *Launderettes, coin-operated dry-cleaning establishments, and dry-cleaning or pressing establishments using only non-flammable solvents. (Ordinance #81-6/10-01-81)*
 - B. *Lawn mower repair shops. (Ordinance #81-6/10-01-81)*
 - C. *Leather goods and luggage stores. (Ordinance #81-6/10-01-81)*
 - D. *Liquor stores. (Ordinance #81-6/10-01-81)*
 - E. *Locksmith and key shops. (Ordinance #81-6/10-01-81)*
- .13 M
- A. *Mini-storage warehouses. (Ordinance #90-8/07-06-90)*
 - B. *Mortuaries, funeral homes and funeral chapels. (Ordinance #81-6/10-01-81)*
 - C. *Music stores, including instrument sales and repairs. (Ordinance #81-6/10-01-81)*
- .14 N
- .15 O
- .16 P
- A. *Paint and wallpaper stores. (Ordinance #81-6/10-01-81)*
 - B. *Pet shops, including birds and fish. (Ordinance #81-6/10-01-81)*
 - C. *Plumbing and heating, or electrical contractors and equipment showrooms. (Ordinance #81-6/10-01-81)*

- D. Printing, lithographic and engraving shops, including blueprint, photostat or other reproduction process shops. (*Ordinance #81-6/10-01-81*)
- .17 Q
- .18 R
- A. Radio and television stores and repair shops. (*Ordinance #81-6/10-01-81*)
 - B. Restaurants, tearooms, cafeterias, cafes, and soda fountains, including outdoor cafes and drive-in eating and dining places, provided that the side yard setback and rear yard setback shall be a minimum of fifty (50) feet when such yards abut a Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)
- .19 S
- A. Scientific, orthopedic and medical instrument and appliance stores. (*Ordinance #81-6/10-01-81*)
 - B. *Service stations*, including dispensing of diesel fuels and complete truck service. (*Ordinance #81-6/10-01-81*)
 - C. Sexually oriented businesses, subject to the terms of Chapter 3.55, Sexually Oriented Businesses Ordinance, Pottawattamie County, Iowa. (*Ordinance #2003-12/10-03-03*)
 - D. Shoe and hat repair shops. (*Ordinance #81-6/10-01-81*)
 - E. Sporting goods stores. (*Ordinance #81-6/10-01-81*)
 - F. Stamp and coin stores. (*Ordinance #81-6/10-01-81*)
 - G. Stationery and office supply stores, including sales and repairs of office and business machines. (*Ordinance #81-6/10-01-81*)
 - H. Studios, including art, dance, massage and physical culture, music and photographic. (*Ordinance #81-6/10-01-81*)
- .20 T
- A. Tack shops. (*Ordinance #81-6/10-01-81*)
 - B. Tailor and dressmaker shops. (*Ordinance #81-6/10-01-81*)
 - C. Taxidermists. (*Ordinance #81-6/10-01-81*)
 - D. Telegraph offices and telephone exchanges. (*Ordinance #81-6/10-01-81*)
 - E. Telephone answering and messenger services. (*Ordinance #81-6/10-01-81*)

- F. Theaters, except open drive-in theaters. (*Ordinance #81-6/10-01-81*)
- G. Tire shops, excluding any recapping or retreading. (*Ordinance #81-6/10-01-81*)
- H. Tobacco and cigar shops. (*Ordinance #81-6/10-01-81*)
- I. Towers with a height not exceeding one hundred fifty (150) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)
- J. Toy stores. (*Ordinance #81-6/10-01-81*)
- K. Transformer stations, booster stations, and utility stations; provided there is no yard or garage for service or storage. (*Ordinance #81-6/10-01-81*)
- L. Transportation passenger terminals, including bus stations, railroad passenger stations, or other passenger terminals; provided that buses and other transit vehicles shall not be stored on the site and no repair work or servicing of vehicles shall be conducted on the site. (*Ordinance #81-6/10-01-81*)
- M. Travel bureaus. (*Ordinance #81-6/10-01-81*)

.21 U

- A. Upholstering shops. (*Ordinance #81-6/10-01-81*)

.22 V

- A. Variety stores. (*Ordinance #81-6/10-01-81*)
- B. Veterinary hospitals or clinics; provided all phases of the business conducted upon the premises be within an enclosed *building* where noises and odors are not evident to adjacent properties. (*Ordinance #81-6/10-01-81*)

.23 W

.24 X

.25 Y

.26 Z

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

.01 Auction halls, barns, and yards. (*Ordinance #81-6/10-01-81*)

.02 Body and fender repair shops, including overall painting and upholstery, but not including motor vehicle wrecking or used parts yards or outside storage of component parts. (*Ordinance #81-6/10-01-81*)

- .03 Drive-in theaters. (*Ordinance #81-6/10-01-81*)
 - .04 Exterminator sales when located within a completely enclosed *building*. (*Ordinance #81-6/10-01-81*)
 - .05 Secondary airports and private light plane landing strips and helipads, when laid out and operated in accordance with all applicable regulations of the Federal Aviation Agency, and when situated on a site containing not less than thirty (30) acres.
 - .06 Tire shops, including vulcanizing, retreading and recapping. (*Ordinance #81-6/10-01-81*)
 - .07 Transmitting stations and towers with a height exceeding one hundred fifty (150) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)
 - .08 Outdoor entertainment and recreational uses, but only in conjunction with a principal use of entertainment and recreation as listed in 8.050.020.33. (*Ordinance #2004-15/09-10-04*)
- 8.050.040 ACCESSORY USES: The following *accessory uses* shall be permitted in a Class C-2 District. (*Ordinance #81-6/10-01-81*)
- .01 *Accessory uses and structures* normally incidental and subordinate to one of the permitted *principal* or conditional uses, unless otherwise excluded. (*Ordinance #81-6/10-01-81*)
 - .02 Display *signs*, subject to the provisions of Chapter 8.090. (*Ordinance #81-6/10-01-81*)
 - .03 Outdoor advertising signs and billboards, subject to the provisions of Chapter 8.090.
 - .04 Outdoor storage of material or merchandise incidental to a permitted use, but not to exceed forty (40) percent of the building floor area used for such use. (*Ordinance #2015-05/12-18-2015*)
 - .05 Temporary roadside fireworks stands and Christmas tree lots, when approved by the *Development Director* for a specified time period, after which they shall be disassembled and removed at the end of the authorized period each year. (*Ordinance #81-6/10-01-81*)
- 8.050.050 OFF-STREET PARKING AND LOADING: *Off-street parking and loading spaces* shall be provided in accordance with Chapter 8.080 for permitted *principal and conditional uses* in a Class C-2 District. (*Ordinance #81-6/10-01-81*)
- 8.050.060 HEIGHT REQUIREMENT: The maximum height of *buildings and structures* in a Class C-2 District shall be forty (40) feet or three (3) *stories*, whichever is lower. (*Ordinance #81-6/10-01-81*)
- 8.050.070 SETBACK REQUIREMENTS: The *setback* requirements for *buildings and structures* in a Class C-2 District shall be as follows: (*Ordinance #81-6/10-01-81*)

- .01 The *front yard setback* shall be a minimum of twenty-five (25) feet. (*Ordinance #81-6/10-01-81*)
- .02 The *side yard setback* shall be a minimum of twenty-five (25) feet when such *yard* abuts a Class "A" or "R" District or platted residential subdivision, except as provided in Subsections 8.050.020.02.D, 8.050.020.05.D and 8.050.020.18.B.
- .03 The *rear yard setback* shall be a minimum of twenty-five (25) feet when such *yard* abuts a Class "A" or "R" District or platted residential subdivision, except as provided in Subsections 8.050.020.02.D, 8.050.020.05.D and 8.050.020.18.B.
- .04 The minimum *setback* between *buildings* situated on the same site shall be ten (10) feet. (*Ordinance #81-6/10-01-81*)

8.050.080

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

	USE	MINIMUM LOT			MAXIMUM LOT
		AREA	WIDTH	DEPTH	COVERAGE
.01	Any Permitted Use	1.0 Acres	80'	100'	50%

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

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2022-02

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 3.91 acres from a Class R-2 (Urban Transitional) District to a Class C-2 (General Commercial) District.

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

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

28-75-43 LT 6 NW SE LT 1 SW SE N OF HWY EXC COMM NE COR LT 6 W313' S TO R OF WAY LINE HWY 6 NELY TO POB

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

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

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

PASSED AND APPROVED.

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

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

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



NOTICE OF PUBLIC HEARING PUBLISHED: July 14, 2022
BOARD OF SUPERVISORS PUBLIC HEARING: July 19, 2022
FIRST CONSIDERATION: July 19, 2022
SECOND CONSIDERATION: July 26, 2022
PUBLICATION: August 4, 2022
RECORD: August 5, 2022

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

Second Consideration of Ordinance No. 2022-03, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 2.391 acres from a Class A-3 (Riverfront & Ag Production) to a Class I-1 (Limited Industrial) District; and to adopt Ordinance 2022-03 into law.

TO: Board of Supervisors
FROM: Matt Wyant
DATE: July 14, 2022

RE: #ZMA-2022-03

REQUEST: Zoning Map Amendment to reclassify approximately 2.391 acres from a Class A-3 (Riverfront & Ag Production) to a Class I-1 (Limited Industrial).

LOCATION: Lewis Township
192nd St

Part of NE NW 17-74-43 LYING SWLY OF NORFOLK & WESTERN RR EXC CBEC RR

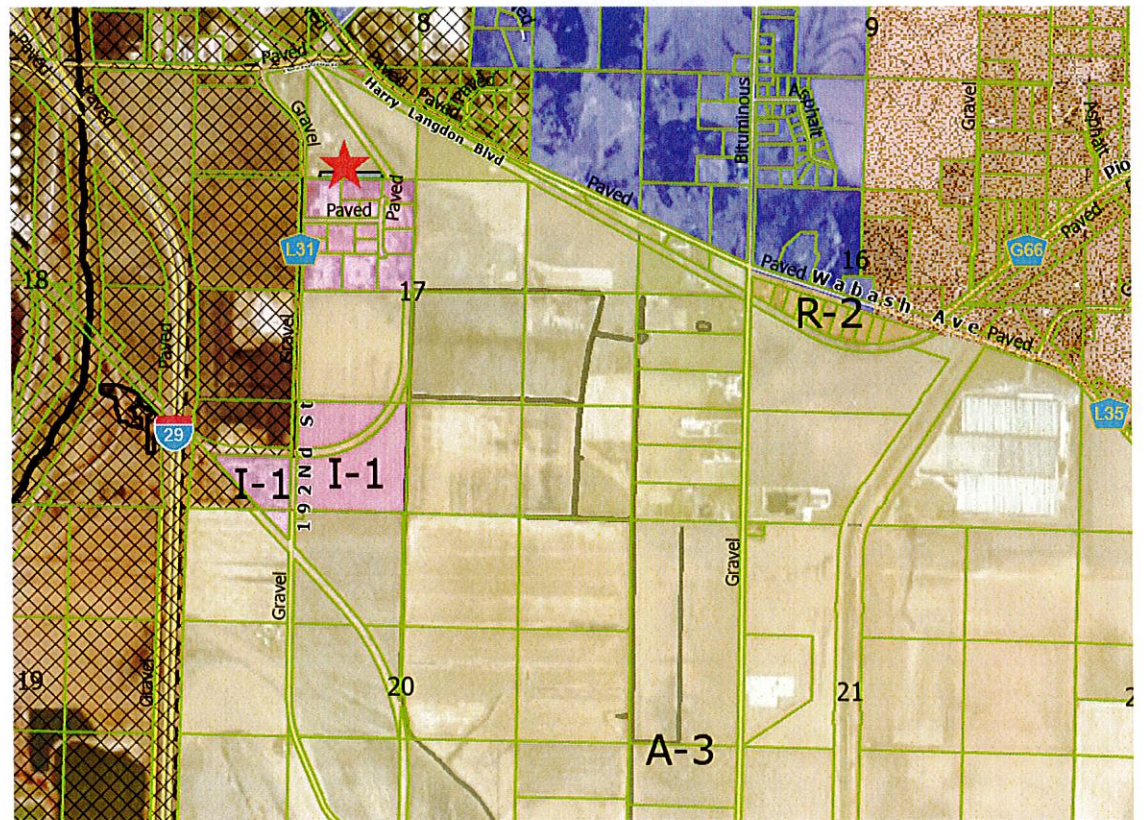
The subject property is located adjacent to the city limits of Council Bluffs on 192nd St.



PROPERTY OWNER: Joseph N – Violeta Fernandez Schiro

GENERAL INFORMATION: The applicants have requested that approximately 2.391 acres of their 27.47 acres parcel, which are currently zoned A-3 (River Front & Agricultural Production) District, be rezoned to I-1 (Limited Industrial). They have granted an easement of this area to Lot 2 of the I-29/I-80 Industrial Park. **See Attachment #1.**

AREA REVIEW: The properties in the immediate area are a mixture of agricultural ground and industrial properties I-29 and the railroad are in close proximity.



- ☑ Zoning (Pottawattamie County, IA)
 - A1 Open Space and Conservation
 - A2 Agricultural Production
 - A3 River Front and Ag Production
 - A4 Loess Hills Landform
 - C1 Highway Commercial
 - C2 General Commercial
 - C3 Commercial Recreational
 - I1 Limited Industrial
 - I2 General Industrial
 - R1 Agricultural-Urban Transitional
 - R2 Urban Transitional
 - R3 Urban Residential
 - R5 Planned Residential

SITE REVIEW: The parcel has a house, septic, well and outbuilding on it. The easement portion of the property is not useable by the owner due to a division by a drainage way and basin. The area is, however, connected to the lots on the south known as I-29/I-80 Industrial Park.

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

INDUSTRIAL AREAS

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

ROADS & TRAFFIC: Access to the subject property is gained from 192nd Street, a full depth asphalt road newly constructed through a RISE Grant by the Iowa DOT and County funds. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 430 vehicles per day.

See attachment #2 – Zoning Ordinance for I-1 District and allowable uses both principle and conditional.

COMMISSION

RECOMMENDATION: On June 20, 2022 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Joseph – Violeta Fernandez Schiro, as filed under Case #ZMA-2022-03, be approved as submitted.

Motion by: Leaders.

Second by: Chapman.

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

Attachment # 1



DocId:8611407

Tx:5016044

2022-06612

RECORDER MARILYN HEBING

POTTAWATTAMIE COUNTY, IA

FILE TIME: 05/09/2022 11:26:49 AM

RECORDING FEE	35.00
RMA FEE	1.00
ECM FEE	1.00

R FEES 35 RMA \$ 1

A FEES _____ ECOM \$ 1

T TAX\$ _____

PLEASE RETURN TO: Daniel C. Pauley, Fraser Stryker PC LLO, 500 Energy Plaza, 409 S 17th Street, Omaha, NE 68102

NON-EXCLUSIVE EASEMENT

THIS NON-EXCLUSIVE EASEMENT (this "Easement") is entered into the 5th day of May, 2022 ("Effective Date"), by and between JOSEPH N SCHIRO and VIOLETA FERNANDEZ SCHIRO, a husband and wife ("Grantor"), and ARMSTRONG INVESTMENTS LLC, a Nebraska limited liability company (collectively, "Grantee").

WHEREAS, Grantor is the owner of certain real property located in the County of Pottawattamie, State of Iowa, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Grantor Parcel");

WHEREAS, Grantee is the owner of certain real property located in the County of Pottawattamie, State of Iowa, more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("Grantee Parcel");

WHEREAS, the Grantor Parcel includes a certain parcel of real estate depicted on Exhibit C attached hereto and incorporated by reference (the "Easement Area");

WHEREAS, Grantor desires to grant an easement to Grantee over the Easement Area for the purposes set forth herein for the benefit of Grantee and/or Grantee's successors and assigns; and

WHEREAS, by virtue of the recording of this Easement, the Grantor Parcel and the Grantee Parcel shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in either such property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of either such property shall be subject to this Easement.

NOW, THEREFORE, in consideration of the foregoing and the mutual grants, covenants and promises contained herein, and of the mutual benefits accruing to each of the parties hereto, their respective successors and assigns, and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, and intending to be legally bound, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as a material part of this Easement.

2. Grant of Easement. Grantor hereby grants and conveys unto Grantee and Grantee's successors and assigns a perpetual, non-exclusive easement for purposes of (i) ingress/egress, (ii) access/use, (iii) storm water retention and (iv) drainage.(v) storage of equipment, vehicles and materials.

3. Term. The term of the Easement shall be perpetual. The Easement is and shall be deemed to be a covenant running with the land and shall be binding upon the parties hereto and upon their successors and assigns, until released or modified upon the unanimous agreement of the then record owners and mortgage lenders of the Grantee Parcel. Any modification or amendment shall be effective when duly executed, acknowledged and recorded in the Office of the Register of Deeds of Pottawattamie County, Iowa.

4. Purpose. The Easement is hereby granted to Grantee, Grantee's successors and assigns, and Grantee's tenants, agents, employees, invitees, licensees and permittees, for purposes of (i) placement and maintenance of the Grantee Personal Property, and (ii) ingress and egress over, across and upon the Easement Area as needed to place, remove, access, and maintain the Grantee Personal Property. For purposes of clarity and the avoidance of doubt, Grantee's conveyed right to place the Grantee Personal Property upon the Easement Area shall include the ability to affix such property upon the Easement Area. This easement is a non-exclusive easement subject to use by others, including, but not limited to, Grantor and/or Grantor's tenants, agents, employees, invitees, licensees and permittees; provided, however, that Grantor shall not make or permit any use of the Easement Area which would unreasonably interfere with the use of the Easement Area by Grantee consistent with the past practice of Grantee and Grantee's predecessors in interest.

5. Maintenance of Grantee Personal Property. Grantee and/or Grantee's successors and assigns, shall, at its sole cost and expense and for so long as the Easement is in effect, be solely responsible and obligated to maintain the Grantee Personal Property in good order. Grantee may change, replace, or modify the use of the Grantee Personal Property in Grantee's sole discretion.

6. Responsibility to Repair Own Parcel. Except as expressly set forth herein, each party shall be responsible for the repair and maintenance of the real property owned by it and all improvements located on such real property.

7. Taxes. Each party shall be solely responsible for payment of all real estate taxes and assessments, if any, on the real property owned by it and all improvements located on such real property.

8. Restrictions. Neither Grantee nor any agent, servant or employee of Grantee, nor any successor or assign of Grantee, shall create, permit or suffer at any time any obstruction to or interference with ingress and egress over, across and upon the Easement Area for any purpose nor shall any such party at any time endanger, interfere with, or otherwise obstruct the maintenance, repair, operation or use of the Easement Area for ingress and egress. Grantee shall permit no liens or claims of lien to be filed against the Easement Area and shall promptly discharge or transfer to bond any lien that may be filed against such property by reason of such party's activities, its successors and assigns, employees, tenants, invitees, agents, representatives, or affiliates thereon. It is understood and agreed by Grantee that it is not given any lien rights against the Grantor Parcel. The foregoing notwithstanding, the parties agree that Grantee is constructing a fence to enclose the easement area.

9. Indemnification. Each party (the "Indemnifying Party") and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party"), its tenants, subtenants, concessionaires, licensees, successors and assigns and their respective directors, officers, members, employees, tenants, invitees, agents, representatives and affiliates from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever, to the extent such arise out of, are caused or alleged to have been caused by any action or inaction of the Indemnifying Party, its successors and assigns or their respective directors, officers, members, employees, tenants, invitees, agents, representatives and affiliates in connection with or related to, directly or indirectly, the use of the Easement Area pursuant to this Easement.

10. Severability. If any portion of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Easement is invalid or unenforceable, but that by limiting such provision the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Waiver. The failure of either party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Easement.

12. Headings. The section headings appearing herein are for convenience of the parties only and do not affect, define, limit or construe the contents of the various sections in this Easement.

13. Governing Law. The laws of the State of Iowa shall govern the jurisdiction, venue, interpretation and construction of this Easement, excluding the choice of law rules that may direct jurisdiction, venue, interpretation or construction of this Easement to other jurisdictions.

14. Nature of Easement. Nothing contained in this Easement will be deemed a gift, grant or dedication of any portion of the Grantor Parcel to or for the general public or for any public purpose whatsoever. No easement, except as expressly set forth herein, shall be implied.

15. Counterparts. This Easement may be signed in one or more counterparts, which when taken together, shall constitute one and the same Easement. The parties may execute and exchange counterparts by means of facsimile or electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands hereto on the day above first written.

GRANTOR:

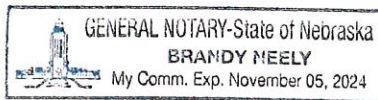
GRANTEE:

[Signature]
JOSEPH N. SCHIRO
[Signature]
VIOLETA FERNANDEZ SCHIRO

ARMSTRONG INVESTMENTS LLC
By: *[Signature]*
Name: Jason Armstrong
Title: President

STATE OF IOWA)
COUNTY OF Pottawattamie) SS.

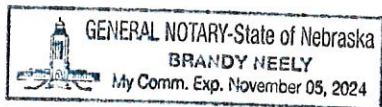
The foregoing instrument was acknowledged before me this 5th day of May, 2022 by JOSEPH N. SCHIRO, as Grantor.



[Signature]
Notary Public

STATE OF IOWA)
COUNTY OF Pottawattamie) SS.

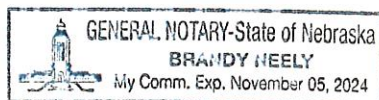
The foregoing instrument was acknowledged before me this 5th day of May, 2022 by VIOLETA FERNANDEZ SCHIRO, as Grantor.



[Signature]
Notary Public

STATE OF IOWA)
COUNTY OF Pottawattamie) SS.

The foregoing instrument was acknowledged before me this 5th day of May, 2022 by JASON ARMSTRONG, authorized representative of ARMSTRONG INVESTMENTS LLC, as Grantee.



[Signature]
Notary Public

EXHIBIT A
GRANTOR PARCEL

That part of the Northeast Quarter of the Northwest Quarter that lies South of the Southerly right of way line of railroad now known as Wabash Trail in Section 17, Township 74, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, Except that portion of the Northeast Quarter of the Northwest Quarter deeded to CBEC Railway, Inc., in Warranty Deed, recorded June 28, 1995, in Book 95 at Page 32098, records Pottawattamie County, Iowa, subject to road right of way.

AND

A 16.5 foot triangular parcel located in the Northeast corner of the Southeast Quarter of the Northwest Quarter all in Section 17, Township 74, Range 43 West of the 5th P.M., Pottawattamie County, Iowa.

AND

The Southwest Quarter of the Northeast Quarter in Section 17, Township 74, Range 43 West of the 5th P.M., Pottawattamie County, Iowa.

Subject to all easements, restrictions, and covenants of record.

EXHIBIT B

GRANTEE PARCEL

LOT 1, I-29/I-80 INDUSTRIAL PARK, A SUBDIVISION AS SURVEYED, PLATTED AND
RECORDED IN POTTAWATTAMIE COUNTY, IOWA

EXHIBIT C
EASEMENT AREA

EASEMENT EXHIBIT



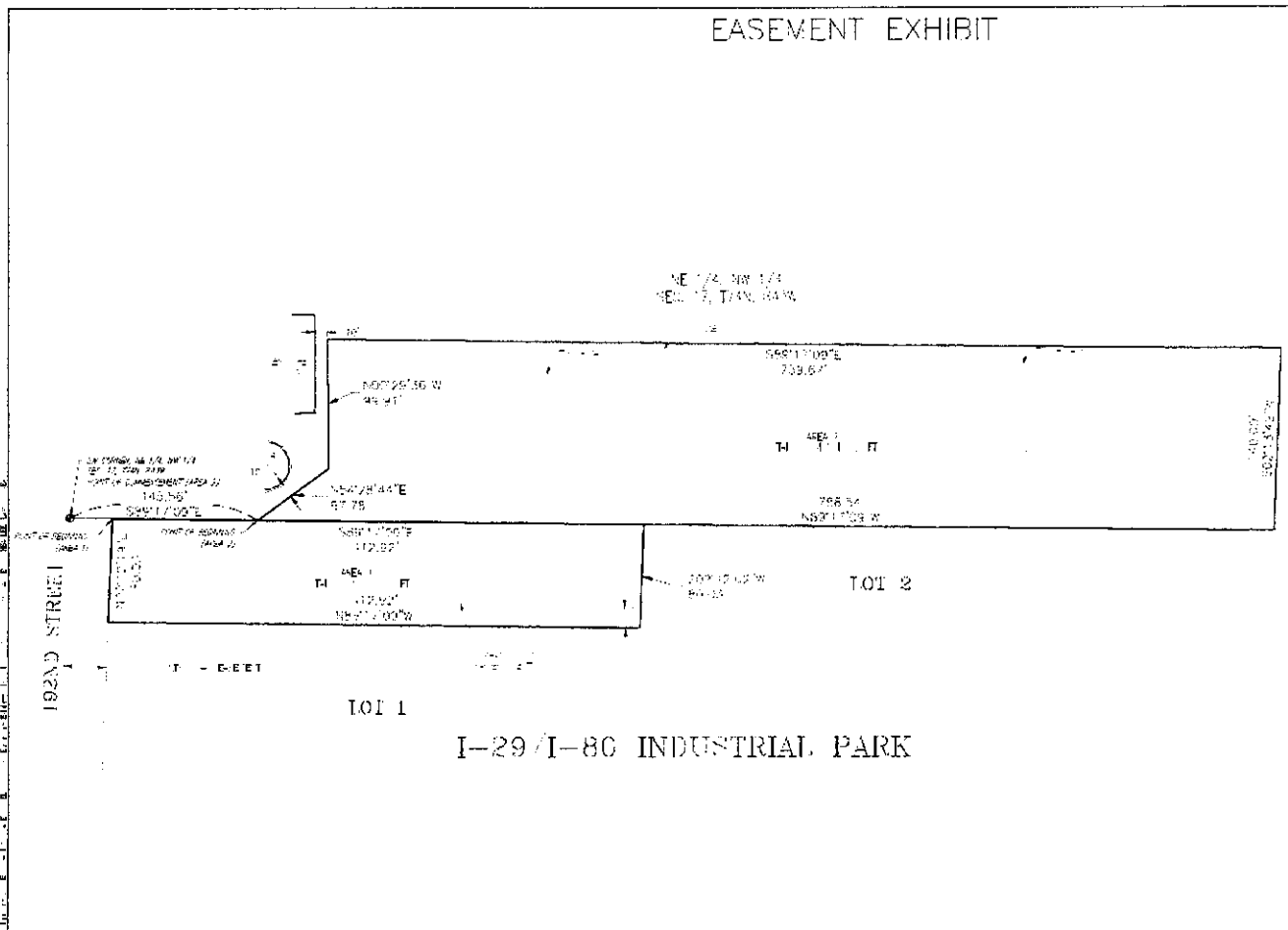
LEGEND

- EASEMENT LINE
- - - - - LOT LINE
- · - · - SECTION LINE
- PERM LINE
- ⊙ SECTION CORNER

LEGAL DESCRIPTION

AREA 1
PART OF LOT 1 (PART OF INDUSTRIAL PARK) AS SHOWN ON A SURVEY, PLATED AND RECORDED IN OTTAWA COUNTY, IOWA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 89°00'00" EAST 100.00 FEET TO THE IOWA STATE PLANE COORDINATE SYSTEM SOUTH ZONE; FOR 474.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 29°12'00" WEST FOR 650.33 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE NORTH 88°10'00" WEST FOR 410.59 FEET PARALLEL WITH AND 650.33 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF SAID LOT 1;
THENCE NORTH 10°12'00" EAST FOR 400.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 126,311.94 SQUARE FEET OF 0.284 ACRES.

AREA 2
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 10 WEST OF THE 5TH P.M., OTTAWA COUNTY, IOWA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10;
THENCE SOUTH 89°10'00" EAST 76.00 FEET TO THE IOWA STATE PLANE COORDINATE SYSTEM SOUTH ZONE; FOR 11.94 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.
THENCE NORTH 00°00'00" EAST FOR 80.00 FEET;
THENCE NORTH 00°00'00" WEST FOR 80.00 FEET;
THENCE SOUTH 89°10'00" EAST FOR 76.00 FEET PARALLEL WITH AND 76.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE EXTENDED EAST LINE OF LOT 1 (PART OF INDUSTRIAL PARK) AS SHOWN ON A SURVEY PLATED AND RECORDED IN OTTAWA COUNTY, IOWA;
THENCE SOUTH 89°10'00" WEST FOR 142.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND SAID SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH 89°10'00" WEST FOR 142.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 126,311.94 SQUARE FEET OF 0.284 ACRES.



<p>LAMP RYNEARSON</p> <p>LAMP RYNEARSON, COM</p>	<p>DESIGNER / DRAFTER SYSTEMS: BSLEY</p>
	<p>REVIEWER MICHAEL E. BEALIEC</p>
<p>PROJECT NUMBER 21-0214-1000</p>	<p>DATE 11/11/2021</p>
<p>SURFACE LOCATION</p>	<p>BOOK AND PAGE</p>

EASEMENT
EXHIBIT

CHAPTER 8.055
LIMITED INDUSTRIAL DISTRICT

- 8.055.010 INTENT: The Class I-1 District is intended primarily to provide for those activities and used of a limited industrial nature which are either free of objectionable influences in their operations and appearance or which can, through the use of appropriate abatement devices, readily prevent or control any such objectionable be influences. Land requirements for most limited industrial uses generally dictates its application along major streets and highways, railroad lines, and other major transportation corridors of the County which generally lie close to commercial and industrial districts. (*Ordinance #2015-05/12-18-2015*)
- 8.055.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class I-1 District: (*Ordinance #81-6/10-01-81*)
- .01 A
- A. Auction halls, barns and yards. (*Ordinance #81-6/10-01-81*)
- B. Automobile and other vehicle parts and supply stores. (*Ordinance #81-6/10-01-81*)
- C. Automobile and other vehicle washing establishments, including the use of mechanical conveyors, blowers and steam cleaning, and including self-service facilities. (*Ordinance #81-6/10-01-81*)
- D. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service. (*Ordinance #81-6/10-01-81*)
- .02 B
- A. Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for effective precipitation or recovery of dust. (*Ordinance #81-6/10-01-81*)
- B. Bakeries, other than those whose products are sold at retail only on the premises. (*Ordinance #81-6/10-01-81*)
- C. Bottling plants. (*Ordinance #81-6/10-01-81*)
- D. Business and professional offices. (*Ordinance #81-6/10-01-81*)
- .03 C
- A. Carpenter and cabinet making shops. (*Ordinance #81-6/10-01-81*)
- B. Catering establishments. (*Ordinance #81-6/10-01-81*)
- C. Circus, carnivals or similar transient enterprises; provided such structures or buildings shall be at least two hundred (200) feet from any Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)

- D. Clothes dry cleaning and/or dyeing establishments using flammable cleaning fluids with a flash point higher than one hundred (100) degrees Fahrenheit. (*Ordinance #81-6/10-01-81*)
 - .E. Coal, coke or wood yards. (*Ordinance #81-6/10-01-81*)
 - F. Commercial baseball fields, swimming pools, skating rinks, golf driving ranges, miniature golf courses, trampoline centers and similar open recreational uses and facilities. (*Ordinance #81-6/10-01-81*)
 - G. Commercial parking lots and structures for passenger vehicles in accordance with the provisions of Chapter 8.080. (*Ordinance #81-6/10-01-81*)
 - H. Commercial storage warehouses and mini-warehouses. (*Ordinance #81-6/10-01-81*)
 - I. Concrete mixing plants, and concrete product manufacturing; provided no residential street shall be used for delivery trucks for ingress to or egress from the plant. (*Ordinance #81-6/10-01-81*)
 - J. Contractor's equipment storage yards, including storage yards for commercial vehicles. (*Ordinance #81-6/10-01-81*)
 - K. Convenience stores, including package foods and picnic supplies. (*Ordinance #81-6/10-01-81*)
 - L. Cooperage works. (*Ordinance #81-6/10-01-81*)
 - M. Creameries, including wholesale manufacturing of ice cream. (*Ordinance #81-6/10-01-81*)
- .04 D
- A. *Demolition rubble waste disposal sites*, provided that no such disposal site shall be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (*Ordinance #88-15/12-06-88*)
 - B. Drive-in theaters. (*Ordinance #81-6/10-01-81*)
- .05 E
- A. Egg and poultry stores, excluding any slaughtering eviscerating or plucking. (*Ordinance #81-6/10-01-81*)
 - B. Electrical repair shops. (*Ordinance #81-6/10-01-81*)
 - C. Enameling, lacquering or japanning. (*Ordinance #81-6/10-01-81*)

- D. Entertainment and recreational uses, including billiard and pool halls, bowling alleys, ballrooms and dance halls, gymnasiums and other indoor recreational uses and buildings. (*Ordinance #81-6/10-01-81*)
- E. Exterminator sales. (*Ordinance #81-6/10-01-81*)
- .06 F
 - A. Feed and seed sales and storage, including grain elevators. (*Ordinance #81-6/10-01-81*)
 - B. Frozen food lockers, excluding any slaughtering. (*Ordinance #81-6/10-01-81*)
 - C. Furniture warehouses and van services. (*Ordinance #81-6/10-01-81*)
- .07 G
 - A. Garages for general motor vehicle repair, including major body and fender work, and overall painting and upholstering, but not including motor vehicle wrecking or used parts yards or outside storage of component parts. (*Ordinance #81-6/10-01-81*)
 - B. Garden supply shops and nurseries. (*Ordinance #81-6/10-01-81*)
 - C. Governmental *structures* or uses including fire stations, libraries, police stations, post offices, substations and roadside rest areas; but excluding sanitary landfills or uses similar in their scope or effect. (*Ordinance #81-6/10-01-81*)
- .08 H
- .09 I
 - A. Ice manufacturing and cold storage plants. (*Ordinance #81-6/10-01-81*)
- .10 J
- .11 K
- .12 L
 - A. Laboratories, research, experimental, and control or testing; provided no operation shall be conducted, or equipment employed, which would create hazardous, noxious, or offensive conditions. (*Ordinance #81-6/10-01-81*)
 - B. Laundries, including linen and diaper supply services. (*Ordinance #81-6/10-01-81*)
 - C. Lawn mower repair shops. (*Ordinance #81-6/10-01-81*)

- D. Lumber yards and building material sales yards, including incidental mill work. (*Ordinance #81-6/10-01-81*)
- ,13 M
- A. Machinery sales, rental and repairs. (*Ordinance #81-6/10-01-81*)
- B. Machine shops, including the use of lathes, drill presses and similar equipment on pre-formed metals, but not involving the use of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)
- C. Manufacturing, assembling, packaging or other comparable treatment of electric, electronic or gas appliances, instruments and devices of any kind, including kitchen appliances; small industrial instruments and devices; radios, phonographs, and television sets; cameras and other photographic equipment; musical instruments, toys, novelties, and rubber and metal hand stamps; medical, dental and drafting instruments; small precision instruments, such as barometers, clocks, watches and compasses; and including the manufacturing of small accessory parts, such as coils, condensers, transformers, crystal holders and similar products. (*Ordinance #81-6/10-01-81*)
- D. Manufacturing, assembling, painting and repair of electric and neon signs, and outdoor advertising signs and structures. (*Ordinance #81-6/10-01-81*)
- E. Manufacturing, compounding, processing, assembling, packaging, or other comparable treatment of articles or merchandise derived from previously prepared materials, specifically listed as follows: bone, canvas, cardboard, cellophane, cloth, cord, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, natural or synthetic rubber, paper, plastic, precious or semi-precious metals or stones, shell, textiles, tobacco, wax, wood, yarns; and light metal mesh, pipe, rods, strips or wire. (*Ordinance #81-6/10-01-81*)
- F. Manufacturing, processing, packaging, or other comparable treatment of drugs, general pharmaceutical products, cosmetics, perfume, and toiletries. (*Ordinance #81-6/10-01-81*)
- G. Manufacturing, processing, packaging, or other comparable treatment of pottery, figurines or other similar ceramic products, using only previously pulverized clay and kilns fired only by electricity or gas. (*Ordinance #81-6/10-01-81*)
- H. Milk distributing station, other than a retail business conducted on the premises. (*Ordinance #81-6/10-01-81*)
- I. Monument sales yard. (*Ordinance #81-6/10-01-81*)
- J. Motion pictures, radio, and television production studios and broadcasting stations, but not including antennas or towers. (*Ordinance #81-6/10-01-81*)

- K. Motor vehicle dismantling or recycling provided all portions of the operation shall be conducted within an enclosed building; that no metal shredders shall be used in connection with the operation; and that no burning of any portion of a motor vehicle is done on the site. (*Ordinance #81-6/10-01-81*)
- .14 N
- .15 O
- .16 P
- A. Packing and crating houses, excluding meat or fish products. (*Ordinance #81-6/10-01-81*)
 - B. Parcel delivery services. (*Ordinance #81-6/10-01-81*)
 - C. Photographic film printing or development establishments. (*Ordinance #81-6/10-01-81*)
 - D. Plumbing and heating, or electrical contractor shops. (*Ordinance #81-6/10-01-81*)
 - E. Photographic, lithographing and engraving shops, including blueprinting, photostating or other reproduction processes. (*Ordinance #81-6/10-01-81*)
 - F. Processing, packaging, or other comparable treatment of bakery goods, candy, canned foods, processed dairy products, and other food products, except fish and meat products, sauerkraut, vinegar, yeast, and the rendering of refining of fats and oils. (*Ordinance #81-6/10-01-81*)
 - G. Publishing and newspaper printing establishments, including bookbinding. (*Ordinance #81-6/10-01-81*)
- .17 Q
- .18 R
- A. Refrigeration equipment sales and services. (*Ordinance #81-6/10-01-81*)
 - B. Rental yards for equipment customarily used by contractors. (*Ordinance #81-6/10-01-81*)
 - C. Restaurants, cafes, and drive-in eating and dining places. (*Ordinance #81-6/10-01-81*)
- .19 S
- A. Safe and vault repair. (*Ordinance #81-6/10-01-81*)
 - B. *Service stations*, including dispensing of diesel fuels and complete truck service. (*Ordinance #81-6/10-01-81*)

- C. Sexually oriented businesses, subject to the terms of Chapter 3.55, Sexually Oriented Businesses Ordinance, Pottawattamie County, Iowa. (*Ordinance #2003-12/10-03-03*)
 - D. Sheet metal shops, including the forming of heating and ventilating ducts, eaves, cornices and metal products, not involving the use of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)
- .20 T
- A. Taxidermists. (*Ordinance #81-6/10-01-81*)
 - B. Telegraph exchanges and other communications equipment buildings. (*Ordinance #81-6/10-01-81*)
 - C. Tire shops, including vulcanizing, retreading or recapping. (*Ordinance #81-6/10-01-81*)
 - D. Tool or cutlery sharpening or grinding. (*Ordinance #81-6/10-01-81*)
 - E. Towers with a height not exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)
 - F. Transformer stations, booster stations, and utility stations; including utility yard and *garage* for service or storage. (*Ordinance #81-6/10-01-81*)
 - G. Transportation passenger terminals, including bus stations, railroad passenger stations, or other passenger terminals, and including vehicle storage and repair. (*Ordinance #81-6/10-01-81*)
 - H. Truck and motor freight stations or terminals, including cartage and express hauling and similar establishments, provided such uses are conducted either (a) within a completely enclosed building or buildings, except for storage of vehicles, or (b) within an area completely enclosed on sides by a sight obscuring fence not less than six (6) feet high. (*Ordinance #81-6/10-01-81*)
 - I. Temporary roadside fireworks stands and Christmas tree lots, when approved by the *Development Director* for a specified time period, after which they all shall be disassembled and removed at the end of the authorized period each year. (*Ordinance #2021-01/03-12-2021*)
- .21 U
- A. Upholstering shops. (*Ordinance #81-6/10-01-81*)
- .22 V

A. Veterinary hospitals or clinics; provided an exercising runway shall be at least two hundred (200) feet from any Class "R" District or platted residential subdivision and one hundred (100) feet from any Class "C" District boundary. (*Ordinance #2004-14/07-01-04*)

.23 W

A. Warehouses, retail and wholesale, except for the storage of fuel or flammable liquids and explosives. (*Ordinance #81-6/10-01-81*)

B. Welding, blacksmithing, or other metal working shops, exclusive of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)

.24 X

.25 Y

.26 Z

8.055.030 **CONDITIONAL USES:** The following *conditional uses* shall be permitted in a Class I-1 District, when authorized in accordance with the requirements of Chapter 8.096: (*Ordinance #81-6/10-01-81*)

.01 Agricultural grain and seed, stock feed and alfalfa drying, processing and storage. (*Ordinance #81-6/10-01-81*)

.02 *Demolition rubble waste disposal sites*, which such disposal site may be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (*Ordinance #88-15/December 8, 1988*)

.03 Flammable liquids, underground storage only, not to exceed fifty thousand (50,000) gallons per storage unit, provided such storage units shall be located not less than three hundred (300) feet from any Class "R" or "C" District. (*Ordinance #81-6/10-01-81*)

.04 Foundry casting of light-weight non-ferrous metals produced in an electric foundry not causing noxious fumes or odors. (*Ordinance #81-6/10-01-81*)

.05 Railroad and freight stations, including freight classification yards and repairs shops; provided no such station, yard or shop shall be closer than two hundred (200) feet from any Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)

.07 Transmitting stations and towers exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)

8.055.040 **ACCESSORY USES:** The following *accessory uses* shall be permitted in a Class I-1 District: (*Ordinance #81-6/10-01-81*)

- .01 *Accessory uses and structures* normally incidental and subordinate to one of the permitted *principal or conditional uses*, unless otherwise excluded. (Ordinance #81-6/10-01-81)
- .02 Display *signs*, subject to the provisions of Chapter 8.090. (Ordinance #81-6/10-01-81)
- .03 Outdoor advertising signs and billboards, subject to the provisions of Chapter 8.090. (Ordinance #2004-14/07-01-04)

8.055.050 OFF-STREET PARKING AND LOADING: *Off-street parking and loading spaces* shall be provided in accordance with Chapter 8.080 for permitted *principal and conditional uses* in a Class I-1 District. (Ordinance #81-6/10-01-81)

8.055.060 HEIGHT REQUIREMENTS: The maximum height of *buildings and structures* in a Class I-1 District shall be seventy-five (75) feet, provided that no building or structure within two hundred (200) feet of any Class "R" District or platted residential subdivision shall exceed forty-five (45) feet in height. (Ordinance #2004-14/07-01-04)

8.055.070 SETBACK REQUIREMENTS: The *setback* requirements for *buildings and structures* in a Class I-1 District shall be as follows: (Ordinance #81-6/10-01-81)

- .01 The *front yard setback* shall be a minimum of twenty-five (25) feet. (Ordinance #81-6/10-01-81)
- .02 The *side yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)
- .03 The *rear yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)
- .04 The minimum *setback* between *buildings* situated on the same site shall be ten (10) feet. (Ordinance #81-6/10-01-81)

8.055.080 LOT SIZE AND COVERAGE REQUIREMENTS: The minimum *lot size* and maximum *lot coverage* for uses in a Class I-1 District shall be as follows, except as provided in Section 8.004.030 for *lots not having common water and/or sewer facilities*: (Ordinance #81-6/10-01-81)

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

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

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2022-03

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2022-03

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 2.391 acres from a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited 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-3 (Riverfront and Agricultural Production) District to a Class I-1 (Limited Industrial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

Part of NE NW 17-74-43 LYING SWLY OF NORFOLK & WESTERN RR EXC CBEC RR

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

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

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

PASSED AND APPROVED.

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

Tim Wichman, Chairman

Justin Schultz

Lynn Grobe

Brian Shea

Scott Belt

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



NOTICE OF PUBLIC HEARING PUBLISHED: July 14, 2022
BOARD OF SUPERVISORS PUBLIC HEARING: July 19, 2022
FIRST CONSIDERATION: July 19, 2022
SECOND CONSIDERATION: July 26, 2022
PUBLICATION: August 4, 2022
RECORD: August 5, 2022

John Rasmussen, Engineer -

Discussion and/or decision to approve and authorize Board to sign Resolution No. 50-2022 entitled: Resolution for participation in SS4A grant application. A grant to develop a Road Safety Action Plan for Pottawattamie County.

RESOLUTION NO. 50-2022

RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION

WHEREAS, as part of the new Federal Transportation Bill, Infrastructure Investment and Jobs Act (IIJA), there is over \$1B of roadway safety funding available in the form of Safe Streets and Roads for All (SS4A) grants. To be an eligible applicant for this new safety funding, a county **MUST** have an eligible Action Plan in place; and

WHEREAS, the Iowa County Engineers Association (ICEA) plans to apply for a SS4A grant to develop and supply all 99 counties in Iowa with an eligible Action Plan at no cost to the counties. ICEA encourages all 99 counties to participate in this grant application; and

WHEREAS, the Pottawattamie County Board of Supervisors will commit to achieve significant declines in roadway fatalities and serious injuries in Pottawattamie County; and

WHEREAS, the Pottawattamie County Board of Supervisors recognizes the Action Plan and will assist the County Engineer’s department in achieving the goal of a dramatic decrease in roadway fatalities and serious injuries and zero roadway fatalities and serious injuries by the years 2030 and 2050, respectively; and

WHEREAS, the Pottawattamie County Board of Supervisors, after consulting with the Pottawattamie County Engineer, desires to participate in a joint SS4A grant to develop and receive an eligible Action Plan for Pottawattamie County.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY that this County does hereby request to be included in the statewide SS4A grant to develop Actions Plans for all 99 counties in Iowa.

PASSED AND APPROVED this 26th day of July, 2022.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

Other Business

Grant Anderson, MAPA -

Discussion and/or decision to approve final Carson-Macedonia downtown rehab pay applications for Cornerstone Commercial Contractors, The Franks Design Group, and MAPA.



Grant Anderson <ganderson@mapacog.org>

Release of retainage pay application

1 message

Peter Franks <pete@franksdesigngroup.com>

Wed, Jul 20, 2022 at 2:35 PM

To: Grant Anderson <ganderson@mapacog.org>, Carson City Clerk <carsonclerk@gmail.com>, A Spiering <cityofcarsonmsc@gmail.com>, City of Macedonia <macedoniacityhall@gmail.com>

Grant,

Attached is the final contractor's pay application for the façade rehabilitation project.

This represents release of the 5% retainage and memorializes Final Completion of the project.

Substantial Completion was achieved 5/31/22 and that serves as the 12-month warranty day for all work in the project.

To the best of our knowledge all punchlist work has been completed and there are no outstanding tasks.

The soft pointing mortar issue has been resolved to our satisfaction for the time being, however we will revisit it before the close of the warranty period and determine if further investigation and remedial attention is in order.

Our first efforts on this were with Macedonia in May of 2016 and Carson in September of the same year. We are pleased to be able to mark completion and add that we are very pleased with the work done and the impactful changes made in both communities.

Thanks.

Pete

Peter G. Franks, AIA, NCARB
LEED Accredited Professional since 2004

The Franks Design Group, P.C.
410 First St., Glenwood, Iowa 51534
office 712-527-3996
cellphone 712-309-2855



Please consider your environmental responsibility before printing this e-mail.

The information contained in this message may be privileged and confidential and protected.



2022-07-20 Pottawattamie County Facade Project Pay Application 14 -release of retainage - Certified

Franks.pdf

7491K

Professional Services Invoice

The Franks Design Group, PC

**CDBG Pottawattamie County Downtown Revitalization
Façade Rehabilitation Project
Macedonia and Carson, Iowa**

Architecture
Historic Preservation
Planning

Invoiced Hourly, with allowances and a total not-to exceed cap, based on executed AIA B-108 Agreement

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

Invoice # 632
Date: 7/20/2022
FDG Project: 181004

Professional Services				
Dates	Description	Hours	Hourly Rate	Amount
7/1/20 to 6/30/22	Architect/Principal - Bidding and Construction Administration & project closeout.	79.00	\$ 125.00	\$ 9,875.00
7/1/20 to 6/30/22	Architectural Technician II - Bidding and Construction Administration & project closeout.	127.50	\$ 95.00	\$ 12,112.50
Reduction for \$110,000 Architect Basic Services Not-To-Exceed Cap				\$ (4,685.00)
	Molly Meyers Naumann - Consulting Architectural Historian services for Potential Historic District determination (contract allowance).			\$ 5,500.00
Basic Services Subtotal				\$ 22,802.50
Additional Services Issues - See attached individual detail sheets for additional information.				
7/1/21 to 8/30/21	Additional Services Issue #1 - The Painted Camel		\$ 850.00	
10/1/21 to 11/30/21	Additional Services Issue #2 - The Barn Glass returns		\$ 505.00	
11/1/21 to 12/31/21	Additional Services Issue #3 - US Bank - Storefront		\$ 505.00	
4/1/21 to 6/30/22	Additional Services Issue #4 - The Lodge - Design and construction of new façade - Architectural.		\$ 12,072.50	
4/1/21 to 6/30/22	Additional Services Issue #4 - The Lodge - Design and construction of new façade - Structural.		\$ 7,813.60	
Additional Services Subtotal				\$ 21,746.10
(Contract allowance of \$6,000 for discovery and \$7,000 for structural included in original not-to-exceed cap).				
Professional Services - Basic Services and Additional Services				\$ 44,548.60

Reimbursable Expenses			
Description	Qty	Unit cost	Amount
Mileage - Franks Design Group -	616 miles	\$ 0.580	\$ 357.28
In-house printing - large format plotting - Blackline drawings - 24" x 36" sheets	6 sheet(s)	\$ 2.00	\$ 12.00
In-house printing - medium format printing - Blackline 11" x 17" sheets	24 sheet(s)	\$ 0.50	\$ 12.00
In-house printing - small format printing - color 8 1/2" x 11" sheets	10 sheet(s)	\$ 0.40	\$ 4.00
Reimbursable Expenses subtotal			\$ 385.28

Invoice Summary:
Professional Services \$ 44,548.60
Reimbursable Expenses \$ 385.28
Total Amount Due, this invoice: \$ 44,933.88

PAYMENT APPLICATION

TO: Pottawattamie County, Iowa 227 South 6th St Council Bluffs, IA 51501	PROJECT NAME AND LOCATION: Carson Macedonia Façade CDBG Pottawattamie County, Iowa Façade Re various locations Macedonia, Iowa and Carson, Iowa	APPLICATION # 14 Final PERIOD THRU: 07/20/2022 PROJECT #s: Pott County Façade DATE OF CONTRACT: 03/10/2021	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: Cornerstone Commercial Contractors, Inc. 401 7th St Corning, Iowa 50841	ARCHITECT: The Franks Design Group 410 First Street Glenwood, Iowa 51534		
FOR: façade rehabilitation			

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$464,670.00
2. SUM OF ALL CHANGE ORDERS	\$161,491.04
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$626,161.04
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$626,161.04
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$626,161.04
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$596,277.99
8. PAYMENT DUE	\$29,883.05
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

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

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: _____ Date: _____
 Jason Kentner, owner

State of: Iowa
 County of: Adams

Subscribed and sworn to before
 me this 20th day of July 2022

Jason Kentner
 Digitally signed by Jason Kentner
 Date: 2022.07.20 13:12:05 -05'00'

Notary Public: Jaime Johnston
 My Commission Expires: 01-19-2025

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT..... **\$29,883.05**

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

ARCHITECT:  Peter G. Franks, AIA, NCARB

By: _____ Date: **7/20/22**

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

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$212,989.04	(\$49,998.00)
Total approved this month	\$0.00	(\$1,500.00)
TOTALS	\$212,989.04	(\$51,498.00)
NET CHANGES	\$161,491.04	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 14 Final
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/20/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/20/2022
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1a	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
1b	Aluminum storefront	\$8,952.00	\$8,952.00	\$0.00	\$0.00	\$8,952.00	100%	\$0.00	
1c	Paint	\$2,694.00	\$2,694.00	\$0.00	\$0.00	\$2,694.00	100%	\$0.00	
1d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1f	General conditions, overhead and	\$4,161.00	\$4,161.00	\$0.00	\$0.00	\$4,161.00	100%	\$0.00	
1g	Allowance #1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
1h	CO #1 additional carpentry at	\$1,711.00	\$1,711.00	\$0.00	\$0.00	\$1,711.00	100%	\$0.00	
2	Pioneer Trail Museum Annex 318	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2a	Masonry	\$5,882.00	\$5,882.00	\$0.00	\$0.00	\$5,882.00	100%	\$0.00	
2b	Carpentry	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
2c	Aluminum storefront	\$8,200.00	\$8,200.00	\$0.00	\$0.00	\$8,200.00	100%	\$0.00	
2d	Paint	\$2,679.00	\$2,679.00	\$0.00	\$0.00	\$2,679.00	100%	\$0.00	
2e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2g	General conditons, overhead and	\$4,984.00	\$4,984.00	\$0.00	\$0.00	\$4,984.00	100%	\$0.00	
2h	CO #1 replace rotten wood	\$682.00	\$682.00	\$0.00	\$0.00	\$682.00	100%	\$0.00	
2i	CO #1 add cornice to building	\$10,518.00	\$10,518.00	\$0.00	\$0.00	\$10,518.00	100%	\$0.00	
3	Pioneer Trail Museum Storage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
3a	Carpentry	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3b	Paint	\$3,579.00	\$3,579.00	\$0.00	\$0.00	\$3,579.00	100%	\$0.00	
3c	Door Rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
3d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
3e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
3f	General conditons, overhead and	\$2,227.00	\$2,227.00	\$0.00	\$0.00	\$2,227.00	100%	\$0.00	
3g	CO #1 replace rotten wood	\$682.00	\$682.00	\$0.00	\$0.00	\$682.00	100%	\$0.00	
4	314 Bulding 314 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4a	Masonry	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00	100%	\$0.00	
SUB-TOTALS		\$90,491.00	\$90,491.00	\$0.00	\$0.00	\$90,491.00	100%	\$0.00	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 14 Final
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/20/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/20/2022
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
4b	Carpentry	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
4c	Paint	\$4,739.00	\$4,739.00	\$0.00	\$0.00	\$4,739.00	100%	\$0.00	
4d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00	100%	\$0.00	
4e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
4f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
4g	General conditons, overhead and	\$4,847.00	\$4,847.00	\$0.00	\$0.00	\$4,847.00	100%	\$0.00	
4h	CO #1 change to combination	\$1,523.00	\$0.00	\$0.00	\$1,523.00	\$1,523.00	100%	\$0.00	
5	312 Building 312 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Masonry	\$13,680.00	\$13,680.00	\$0.00	\$0.00	\$13,680.00	100%	\$0.00	
5b	Carpentry	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
5c	Paint	\$4,739.00	\$4,739.00	\$0.00	\$0.00	\$4,739.00	100%	\$0.00	
5d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00	100%	\$0.00	
5e	Glazing	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100%	\$0.00	
5f	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
5g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
5h	General conditons, overhead and	\$5,935.00	\$5,935.00	\$0.00	\$0.00	\$5,935.00	100%	\$0.00	
5i	CO #1 change to combination	\$1,523.00	\$0.00	\$0.00	\$1,523.00	\$1,523.00	100%	\$0.00	
6	Treynor State Bank 310 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6a	Masonry	\$9,240.00	\$9,240.00	\$0.00	\$0.00	\$9,240.00	100%	\$0.00	
6b	Carpentry	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
6c	Paint	\$2,719.00	\$2,719.00	\$0.00	\$0.00	\$2,719.00	100%	\$0.00	
6d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
6e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
6f	General conditons, overhead and	\$3,423.00	\$3,423.00	\$0.00	\$0.00	\$3,423.00	100%	\$0.00	
7	Stempl Bird Museum 311 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7a	Masonry	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100%	\$0.00	
7b	Window rehab	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	
7c	Door rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
7d	Paint	\$1,241.00	\$1,241.00	\$0.00	\$0.00	\$1,241.00	100%	\$0.00	
SUB-TOTALS		\$171,700.00	\$163,254.00	\$0.00	\$8,446.00	\$171,700.00	100%	\$0.00	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 14 Final
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/20/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/20/2022
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
							7e		
7f	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7h	General conditons, overhead and	\$2,940.00	\$2,940.00	\$0.00	\$0.00	\$2,940.00	100%	\$0.00	
8	The Barn 106-110 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8a	Masonry	\$20,934.00	\$20,934.00	\$0.00	\$0.00	\$20,934.00	100%	\$0.00	
8b	Carpentry	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
8c	Aluminum storefront/door	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
8d	Paint	\$1,419.00	\$1,419.00	\$0.00	\$0.00	\$1,419.00	100%	\$0.00	
8e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
8f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
8g	General conditons, overhead and	\$9,302.00	\$9,302.00	\$0.00	\$0.00	\$9,302.00	100%	\$0.00	
8h	Alternate #1	\$2,804.00	\$2,804.00	\$0.00	\$0.00	\$2,804.00	100%	\$0.00	
8i	CO #1 prep and paint existing lap	\$924.00	\$924.00	\$0.00	\$0.00	\$924.00	100%	\$0.00	
8j	CO #1 new glass at return walls	\$3,229.00	\$3,229.00	\$0.00	\$0.00	\$3,229.00	100%	\$0.00	
9	124 Cenpro 124 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
9a	Masonry	\$13,080.00	\$13,080.00	\$0.00	\$0.00	\$13,080.00	100%	\$0.00	
9b	Aluminum storefront	\$10,329.00	\$10,329.00	\$0.00	\$0.00	\$10,329.00	100%	\$0.00	
9c	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
9d	Paint	\$1,164.00	\$1,164.00	\$0.00	\$0.00	\$1,164.00	100%	\$0.00	
9e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
9f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
9g	General conditons, overhead and	\$6,746.00	\$6,746.00	\$0.00	\$0.00	\$6,746.00	100%	\$0.00	
9h	CO #1 change to spandrel glass at	\$555.00	\$555.00	\$0.00	\$0.00	\$555.00	100%	\$0.00	
10	The Lodge 126 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
10a	Painting	\$1,779.00	\$1,779.00	\$0.00	\$0.00	\$1,779.00	100%	\$0.00	
10b	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
10c	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
10d	General conditons, overhead and	\$1,287.00	\$1,287.00	\$0.00	\$0.00	\$1,287.00	100%	\$0.00	
SUB-TOTALS		\$280,692.00	\$272,246.00	\$0.00	\$8,446.00	\$280,692.00	100%	\$0.00	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 14 Final
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/20/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/20/2022
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
10e	Allowance #2	\$46,500.00	\$46,500.00	\$0.00	\$0.00	\$46,500.00	100%	\$0.00	
10f	Allowance #3	\$3,650.00	\$3,650.00	\$0.00	\$0.00	\$3,650.00	100%	\$0.00	
10g	Alternate #2	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00	
10h	CO #1 structural issues remove	\$126,835.00	\$126,835.00	\$0.00	\$0.00	\$126,835.00	100%	\$0.00	
10i	CO #2 winter conditions	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
10j	CO #2 COR 15, 16, 17 additional	\$23,807.75	\$23,807.75	\$0.00	\$0.00	\$23,807.75	100%	\$0.00	
10k	CO #3 COR #19 tying joists intor	\$2,955.00	\$2,955.00	\$0.00	\$0.00	\$2,955.00	100%	\$0.00	
10l	CO #3 COR #20 winter conditions	\$13,606.00	\$13,606.00	\$0.00	\$0.00	\$13,606.00	100%	\$0.00	
10m	CO #4 remove concrete stoop	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	(\$1,500.00)	100%	\$0.00	
11	126 Building East 126 Broadway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11a	Masonry	\$48,960.00	\$48,960.00	\$0.00	\$0.00	\$48,960.00	100%	\$0.00	
11b	Carpentry	\$3,750.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00	100%	\$0.00	
11c	Paint	\$1,619.00	\$1,619.00	\$0.00	\$0.00	\$1,619.00	100%	\$0.00	
11d	Wood windows	\$9,645.00	\$0.00	\$0.00	\$9,645.00	\$9,645.00	100%	\$0.00	
11e	Wood door	\$3,426.00	\$3,426.00	\$0.00	\$0.00	\$3,426.00	100%	\$0.00	
11f	Door rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
11g	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
11h	Performance Bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
11i	General condtions, overhead and	\$14,785.00	\$14,785.00	\$0.00	\$0.00	\$14,785.00	100%	\$0.00	
11j	CO #1 double hung windows in	\$3,851.00	\$3,851.00	\$0.00	\$0.00	\$3,851.00	100%	\$0.00	
12	US Bank 113 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
12a	Masonry	\$9,840.00	\$9,840.00	\$0.00	\$0.00	\$9,840.00	100%	\$0.00	
12b	Glass	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12c	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12d	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12e	General condtions, overhead and	\$2,452.00	\$2,452.00	\$0.00	\$0.00	\$2,452.00	100%	\$0.00	
12f	CO #2 COR #14 new storefront	\$6,663.00	\$6,663.00	\$0.00	\$0.00	\$6,663.00	100%	\$0.00	
13	119 Building 119 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
13a	Masonry	\$16,200.00	\$16,200.00	\$0.00	\$0.00	\$16,200.00	100%	\$0.00	
	SUB-TOTALS	\$634,936.75	\$618,345.75	(\$1,500.00)	\$18,091.00	\$634,936.75	100%	\$0.00	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 14 Final
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/20/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/20/2022
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (if Variable)
			COMPLETED WORK				TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS							
13b	Aluminum storefront/door	\$12,400.00	\$12,400.00		\$0.00	\$12,400.00	100%	\$0.00		
13c	Carpentry	\$8,500.00	\$8,500.00		\$0.00	\$8,500.00	100%	\$0.00		
13d	Paint	\$3,199.00	\$3,199.00		\$0.00	\$3,199.00	100%	\$0.00		
13e	Misc materials	\$1,000.00	\$1,000.00		\$0.00	\$1,000.00	100%	\$0.00		
13f	Performance bond	\$1,000.00	\$1,000.00		\$0.00	\$1,000.00	100%	\$0.00		
13g	General conditons, overhead and	\$8,699.00	\$8,699.00		\$0.00	\$8,699.00	100%	\$0.00		
13h	CO #1 remove building from	(\$49,998.00)	(\$49,998.00)		\$0.00	(\$49,998.00)	100%	\$0.00		
14	CO #3 COR #21 glazier wage rate	\$6,424.29	\$6,424.29		\$0.00	\$6,424.29	100%	\$0.00		
TOTALS		\$626,161.04	\$609,570.04	(\$1,500.00)	\$18,091.00	\$626,161.04	100%	\$0.00		

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY 2022		General Accounting Expenditure						DOCUMENT NUMBER 1								
		DATE		ACCTG PERIOD (mm/yy) 07/22												
VENDOR CODE				AGENCY NAME												
VENDOR NAME AND ADDRESS Pottawattamie County 227 South 6th Street Council Bluffs, IA 51501				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315				SHIP TO ADDRESS								
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 CDBG-DTR Funds Contract Number: 18-DTR-004													
			18-DTR-004-116 Cornerstone Commercial Contractors pay application no. 14 The Franks Design Group, PC - Invoice no. 632							13,122.00						
			18-DTR-004-181 MAPA #4 - Final							44,934.00						
										3,000.00						
DOCUMENT TOTAL								\$ 61,056.00								
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		7/26/2022		TITLE		Chair, Pottawattamie Co BOS										
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					22										
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	EFT IND	TEXT -po's only (Y/N)			TEXT (po's only)								
2130029				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	5000				4125							\$ 61,056.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL												\$ 61,056.00				

GAX

WARRANT #

AUDITED BY

PAID DATE

**Discussion and/or decision to approve
funding for MAPA Member County
Requisition for first half of FY 22/23 in
the amount of \$22,948.50.**

Invoice # 2440
Invoice Date: 7/1/2022



Pottawattamie County Board of Supervisors
Court House - 2nd Floor
227 South 6th Street
Council Bluffs, IA 51501

2222 Cuming St Omaha, NE 68102
Phone: 402-444-6866 x215
nbarrett@mapacog.org

		<i>Payment Terms</i>	<i>Due Date</i>
		Net 30	7/31/2022
	<i>Description</i>	<i>Unit Price</i>	<i>Total</i>

	MAPA Member County Requisition - FY2023 First Half : July 1-December 31, 2022		\$22,948.50
--	--	--	-------------

Subtotal	\$22,948.50
Sales Tax	\$0.00
Total	\$22,948.50

Make all checks payable to Metropolitan Area Planning Agency

Thank you for your business!

Received/Filed

Office of No 044126
Pottawattamie County Treasurer

Accrued 7/15/2022 for June 2022
 Date

Received from Pottawattamie County
Sheriffs office

Payor Pottawattamie County Sheriffs
office

Amount Fifty Six Thousand Sixty Six
Dollars & ¹⁰/₁₀₀ ——— \$ 56,066.10

Account to be credited see below

Descriptions of funds see below

Received by PA OKS

Date received 7-15-22

June 1, 2022		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$0.00	Weapon Permits	0001-1-05-1060-441000-000
\$56,066.10	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$56,066.10	Total Deposit	
	\$39,934.70	total check #222034
	\$16,131.40	total check #222035
	\$56,066.10	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

06/01/2022 - 06/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 06/01/2022 - 06/30/2022.

Disbursements:

Paid to Others:	
Refunds; Publication; Sales; Com	351,425.72
Subtotal	<hr/> 351,425.72
Paid to Treasurer:	
Service Fees - Notary Fees; Copy Fees	45,744.20
Postage	4,637.20
Transport - Officer Expenses	2,559.56
Mileage Amount	2,615.14
Report Amount	230.00
Other - Subpoena	280.00
Subtotal	<hr/> 56,066.10
Total	<hr/> <hr/> 407,491.82

The above information is respectfully submitted on 7/15/2022



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

06/01/2022 - 06/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 06/01/2022 - 06/30/2022.

Receipts:

Service Fees - Notary Fees; Copy Fees	42,864.30
Postage	4,213.91
Transport - Officer Expenses	2,559.56
Mileage Amount	2,669.14
Report Amount	190.00
County - Weapon Permit Amount	2,840.00
State - Weapon Permit Amount	695.00
Refunds; Publication; Sales; Com	347,295.36
Other - Subpoena	315.00
Unapplied	80.00
Total	403,722.27

The above information is respectfully submitted on 7/15/2022



Andy Brown
Pottawattamie County, IA

Public Comments