

Consent Agenda

March 21, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. March 14, 2023, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Miller, to approve setting the date and time for the public hearing on the FY 2023-24 Budget for Tuesday, April 18, 2023, at 10:00 A.M.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve **Resolution No. 19-2023** for the sale of the Avoca Shop and authorize the Chairman to sign closing documents.

RESOLUTION No. 19-2023

A RESOLUTION AUTHORIZING DISPOSAL OF AN INTEREST IN COUNTY-OWNED PROPERTY AS PROVIDED UNDER IOWA CODE SECTION 331.361

WHEREAS, the Board of Supervisors has provided legal notice of and held a public hearing for the disposal of an interest in county-owned property on November 22, 2022 and is described below:

Avoca Shop; 358 Elm Street, Avoca, Iowa

Legal Description: Lots 1,2, and 3 in Block 19 Original Town of Avoca, Pottawattamie County, Iowa, and,

WHEREAS, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of this county-owned parcel; and,

WHEREAS, the Secondary Roads Facility plan has consolidated shops to reduce operating costs and no longer serve the needs of the Secondary Roads Department; and,

WHEREAS, this property will be listed and sold by Real Estate Agent to private buyers; and,

WHEREAS, the highest responsible offer has been submitted, presented, and determined; and,

WHEREAS, an offer of \$77,500.00 has been made by Keanan Martin with no inspections, no contingencies, all expenses paid by the buyer, \$1,000.00 deposit and closing tentatively on March 27, 2023.

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa’s interest in the aforementioned property by sale to the highest responsible offer.

BE IT FURTHER RESOLVED The Chairperson and County Auditor are hereby authorized and directed to execute the sale and deliver the deed. The Chairman is authorized to sign all closing documents on behalf of the Board and Pottawattamie County.

Dated this 21st day of March, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea, 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"/>
Tim Wichman				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Susan Miller				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Jeff Jorgensen				

ATTEST: _____
 Melvyn Houser, County Auditor

Roll Call Vote: **AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.**

3. OTHER BUSINESS

Motion by Belt, second by Miller, to approve invoice for \$600.00 from ISAC to support the Soil Compaction Study by Iowa State University to be paid from gaming.
 UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve appointment of Debra Redmon as the representative to the Southern Iowa Regional Housing Authority (SIRHA) Board of Commissioners.
 UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.
 Discussion only. No action taken.

5. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Sheriff’s Office – Payroll status change for Mallory Totusek.
 - 2) Conservation – Payroll status change for Hollie Larson.
 - 3) Jail – Payroll status change for Makenzie Ayers.
 - 4) Conservation – Employment of William Onate and Zackary Rouse as Seasonal Park Aide.

6. PUBLIC COMMENTS

Lisa Lima appeared before the Board to invite the Board to attend Pipeline Town Hall meeting in Oakland.

7. CLOSED SESSIONS

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

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

Motion by Belt, second by Jorgensen, to go out of Closed Session.

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

Motion by Miller, second by Jorgensen , to go into Closed Session pursuant to Iowa Code §21.5(1)(c) for pending or potential litigation.

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

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

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

8. BUDGET STUDY SESSION

Mitch Kay/Director, Finance and Budget appeared before the Board for a Budget Study Session.
 Discussion only. No action taken.

9. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:50 P.M.

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: March 28, 2023

PUBLISH: X

Scheduled Sessions

**Brenda Mainwaring/President & CEO, Iowa
West Foundation**

Update and discussion of grant award cycle 1.

John Klein/Optimist

**Presentation on Can Kennel for Treynor
Optimist Club.**

(Pott. County Letterhead please)

(date signed)

The Pottawattamie County Board of Supervisors would like to recommend support for the Treynor Optimist Club's Impact grant request for the Treynor Optimist Can Kennel.

This community clean-up and recycling effort has had multiple benefits to Treynor and the countryside of Pottawattamie County. It would be a shame and a loss if the Can Kennel was forced to close. Benefits include:

- ✓ Financial assistance for youth groups is the easiest, and most recognizable accomplishment of this project, and the one that benefits the youth, and their adult leaders, the most. But we feel there are other benefits to our County beyond just helping youth:
- ✓ Recycling of aluminum, plastic, and glass through the commercial beverage bottling companies, and not as a government managed obligation.
- ✓ Litter control along city and county roadways reduce the need for roadside clean-up efforts.
- ✓ Giving both city and rural residents an easy method of donating to numerous beneficial youth groups at the same time the residents avoid the hassle of taking their beverage containers to a hard-to-find recycling center or store that might still take containers back.
- ✓ By making the donation process very easy for cans and bottles, this Can Kennel operation conglomerates the donated materials into one spot, and combines the donations together for greater efficiency.
- ✓ By having one centralized Can Kennel, not only does the material donations increase, but by serving 13 to 16 youth groups per calendar year, each group does better than having their own individual Can Kennel operations. The Optimists do an excellent job of keeping the area organized and clean.

We encourage your support of the Treynor Optimist Club in continuing their efforts to help our youth and the community in their area.

Project Description for Western Iowa Comm. IMPACT Grant for March 2023

Transition Continuation of Treynor Can Kennel after Glenwood Resource Center closing in 2024. 3-Year transition period funding of Can Kennel expenses, so youth are not charged for any new expenses and/or transportation costs. **6,000 characters total allowed.**

The Can Kennel operations in Treynor, Iowa has been going on continuously for 24 years (started in May 1999). In that period, this simple recycling effort of collecting donated nickel 5¢ cans and bottles from our supportive Treynor community have collected over 4,200,000* redeemable beverage containers for a cumulative total of over \$210,000. All that money has gone directly to the numerous youth-related groups of the Treynor Community. For complete details on who has benefited from the Can Kennel, how much they received, and when, please see our website at www.treynoroptimists.org.

We have obviously been very successful. We are proud of that, BUT there are dark clouds on our Can Kennel horizon. That is because our success has largely been due to our wonderful cooperation with the Recycling Center business at the Glenwood Resource Center. They have handicapped adults that have been very useful in the final operations of the beverage container recycling business, and have earned money for themselves and their Center at their recycling industry. They deal with each individual beverage bottler which redeem 6-cents to the Resource Center by sorting containers by brand. Of that 6-cents, the Glenwood Center keeps one-cent, and sends the Treynor Optimist Club 5-cents because the youth of Treynor have collected the cans/bottles at the Can Kennel, and our youth have pre-sorted the containers by materials (aluminum, plastic, or glass). They make money, and Treynor youth groups make lots of money.

While this has worked great for 24 years, change is coming. The State of Iowa has decided to close the entire Glenwood Resource Center in 2024. That includes their recycling business.

That recycling business has been very cooperative to us because they actually send a truck to Treynor to pick up our pre-sorted bags of beverage containers. Optimist volunteers have not had to deliver. That saves us mileage gas, saves us in asking volunteers to drive their personal trucks and trailers to Glenwood, and focuses our Optimist adult volunteers on helping local kids directly in-person, not driving time. That is good for the youth, and gives our adult volunteers direct contact with the youth we want to serve.

What will happen in the future, after the Glenwood Resource Center closes? We do not know. We can hope that a new private recycling business will start, and that is likely. Will be in Glenwood, or further away to Red Oak, Atlantic, or further? More importantly, will they come to Treynor to pick up our redeemable containers? If not, how can we get our bags of containers to them? If we must haul stuff, that means our new expenses need to be passed along to the youth groups and they will get less. The container donors of the Treynor Can Kennel want their donations to go to local kids, not to trucking.

It will take time to work this out. A new recycling business may start, and close, in a short period, because they will not have the benefit of the Glenwood Resource Center's labor source. New businesses must reach a higher profit margin and start-up cost expenses than was formerly a service from the State institution. We are proposing that a transition period of up to three years (2024, 2025, 2026) may be needed to get and keep a similar working arrangement with some new private recycling-center company.

Meanwhile, we do not want to lose the local support in Treynor area donors, or lose the local area dollars to our youth groups. This would happen if we had to shut the Treynor Can Kennel down for months or perhaps longer.

That is why we are asking for Western Iowa Community Foundation help in supporting the Can Kennel in a temporary transition period to a new long-lasting cooperation with the best new Recycling Center that wants to meet our mutual goals. Treynor Can Kennel, along with local Treynor restaurants and the American Legion, can provide a significant amount of redeemable beverage containers locally. Finding one cooperative Recycling Center business will benefit us all. But it will especially benefit the youth groups of Treynor.

Specifically, (see budget), this request will provide the needed operational funds and supplies to keep the Treynor Optimist Can Kennel continuing through the coming transition. It will likely mean more volunteer labor commitment is needed from adult Treynor Optimists. But if that is so, at least their out-of-pocket transportation expenses can be reimbursed for up to three years. By then, hopefully we will have an amiable working relationship with a new private recycling center.

We have three categories of need in this funding request:

1. Supplies: Big plastic bags for sorting, and disposable exam nitrile gloves for youth safety and cleanliness.
2. Youth group I.D. signage: A sign face for each group telling the can donors where their donation is going. Signs change with each group and are reusable.
3. Can and Bottle Transportation: By Optimist volunteers, reimbursing them for their truck/trailer use and fuel until we find a new recycling center that will pick up these cans in Treynor.

Honestly, the amount of dollars which this local simple operation gives 100% to youth is just too important to let grind to a halt in 2024. (5,381)

Thank you for your consideration.

Discussion and/or decision on correction of a clerical error with Resolution No 15-2023 and replacement of erroneous version and corrected version.

RESOLUTION NO. 15 -2023

WHEREAS, there were necessary expenses incurred in several county departments, causing the budget of that department to exceed 100% of costs; and

WHEREAS, the Public Health, Roads, Board Supervisors, Conservation and Non-Departmental have exceeded their Budget due to said necessary expenditures; and

WHEREAS, the Amendment to the Fiscal Year 2022/23 Budget for the Public Health, Roads, Board Supervisors, Conservation, and Non-Departmental shall be substantially as follows:

DEPT #	Revenue Amount	Expense Amount
Board of Supervisors - 01		\$ 210,000
Total		\$ 210,000
Roads - 20		\$ 675,000
Total		\$ 675,000
Conservation - 22	\$ 152,300	\$ 82,300
Total	\$ 152,300	\$ 82,300
Public Health - 23	\$ 368,387	\$ 246,976
Total	\$ 368,387	\$ 246,976
Non-Departmental - 99		\$ 440,866
Total	\$ -	\$ 440,866
	\$ 520,687	\$ 1,655,142

WHEREAS, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

WHEREAS, the public had due notice of the Budget Amendment Hearing held on February 21,2023, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2022/23 budget.

Dated this 28th day of March, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Susan Miller	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn J. Houser, County Auditor

Mitch Kay/Director, Budget and Finance

Discussion and/or decision to approve and authorize Board to sign ARPA forgivable loan agreements with the small towns.

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Avoca** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF **AVOCA**, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Purchase or Reimbursement for County Shop
2. Updating Trails

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Avoca**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **AVOCA**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of Carson (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF CARSON, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Ambulance
2. Demo Buildings on Main Street

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Carson**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **Carson**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Carter Lake** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF **Carter Lake**, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Fire Department Monument/Sculpture
2. Playground Equipment

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Carter Lake**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **Carter Lake**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Crescent** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF CRESCENT, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Safe Sidewalks
2. City Hall Metal Siding
3. Playgrounds
4. Radar Signs
5. Paving Veteran's Parking Lot

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Crescent**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **CRESCENT**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Hancock** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF HANCOCK, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Purchase or reimbursement for purchase of county shop
2. Sidewalks
3. Park Improvements

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Hancock**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **HANCOCK**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Macedonia** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF **MACEDONIA**, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Replace Basketball Court and Hoops
2. Bike Trail – City Park to Campground
3. Playground Equipment
4. Park Sidewalk
5. Radar Speed Signs

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Macedonia**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **MACEDONIA**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **McClelland** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF MCCLEALLAND, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Finish City Maintenance Building and New City Hall
2. Repair Veteran's Monument

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **McClelland**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **MCLELLAND**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Minden** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF MINDEN, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Walking Trails
2. Water main project

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Minden**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **MINDEN**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Neola** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF NEOLA, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Park/Sports Complex upgrades
2. Fire Dept/City Hall Concrete

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Neola**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **NEOLA**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Oakland** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF OAKLAND, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Golf Course Improvements
2. Amphitheater

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Oakland**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **OAKLAND**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Treynor** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF TREYNOR, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. City Building Office Addition

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Treynor**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **TREYNOR**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Underwood** (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF **UNDERWOOD**, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Develop Bike Trail Stop with Restrooms
2. Make Pickleball Court

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Underwood**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **UNDERWOOD**, IOWA

By _____
Mayor

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”) has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the costs of completing these projects; and

WHEREAS, the City of Walnut (hereinafter referred to as the “City”) is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City’s Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

3. Default Provisions.

a. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to the City without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

The County and the City have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

DATED this _____ day of _____, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

DATED this _____ day of _____, 2023.

CITY OF WALNUT, IOWA

By _____
Mayor

EXHIBIT A

Projects:

1. Purchase or Reimburse for purchase of County Shop
2. ADA Lift for Community Center
3. Dog Park

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of **Walnut**, Iowa (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County under a certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated _____, 2023, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

CITY OF **WALNUT**, IOWA

By _____
Mayor

Other Business

**Discussion and/or decision to approve
Resolution No. 13-2023 appointing Debra
Redmon to the Southern Iowa Regional
Housing Authority (SIRHA) Board of
Commissioners.**

RESOLUTION NO. 13-2023

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF Pottawattamie, Iowa.

That the Board of Supervisors of the County of Pottawattamie, Iowa herby make the following resolution.

WHEREAS, a resolution has been passed and adopted entitled "Resolution Approving and Authorizing the Execution of a Certain Joint Exercise of Powers Agreement for the Purpose of Creating a Multi-County Housing Authority."

NOW, THEREFORE, Pursuant to the provision of Chapter 28, Code of Iowa, and by virtue of our office as Supervisors, we hereby appoint **Debra Redmon**.

For three years, as the one (1) person to serve as Commissioner of the Southern Iowa Regional Hosing /authority, representing the County of Pottawattamie, Iowa, and to serve for the number of years appearing after his/her name, repetitively, from the ninth day of April 2023.

IN WITNESS WHEROF, I have hereunto signed my name as Chairman of the Board of Supervisors of the County of Pottawattamie, Iowa and caused the official corporate seal of said County of Pottawattamie, Iowa to be attached hereto this 28th day of March 2023

Dated this 28th day of March 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Brain Shea, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Susan Miller	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

APPOINTEE INFORMATION

Name

Mailing Address

City, State, Zip Code

Email Address

Home/Cell Phone Business Phone

**Presentation to Lea Voss, Mark Shoemaker,
Matt Wilber, and Jamie Petersen for employee
recognition for their years of service.**

Committee Appointments

Update from Board members on Committee meetings from the past week.

Received/Filed

Appendix A

POTTAWATTAMIE COUNTY

OUT-OF-STATE TRAVEL NOTIFICATION FORM

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor’s office no later than one (1) week prior to the out-of-state travel. **Completed form must accompany any claims sent for payment or reimbursement.**

TRAVEL INFORMATION

Name of Employee Traveling: Merissa Cox & Alicia Cotten

Department: 911 Communications

Destination: Denver, CO

Date of Travel: FROM: 4/17/23 TO: 4/21/23

Name of Elected Official/Department Head Authorizing Travel: Sam Arkfeld

PURPOSE OF TRIP

1. Conference Travel

- Giving a presentation
-
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain _____

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) International Academy of Emergency Dispatch Navigator 2023

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	\$175.00 (fuel cost)
Lodging			\$1,500.12 (\$750.06/person)
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$180.00
Lunch	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$80.00 (included 3 days)
Dinner	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$360.00
Conf./Seminar Fee			\$1,500.00 (\$750.00/person)
Other: Parking	\$30/day @ conference	\$12/day @ hotel	\$150.00
Total Estimated Cost			\$3,945.12

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem www.gsa.gov Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

Office of N^o 045288
Pottawattamie County Treasurer

2/23/23 for February 2023
 Date

Received from Pottawattamie County
Sheriffs office

Payor Pottawattamie county Sheriffs
office

Amount Forty Thousand Four Hundred Forty
Five Dollars & 81/100 — \$ 40,445.81

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 3/23/23

February 1, 2023		
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
\$40,445.81	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$40,445.81	Total Deposit	
	\$21,559.80	total check #222884
	\$18,886.01	total check #222885
	\$40,445.81	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

02/01/2023 - 02/28/2023

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 02/01/2023 - 02/28/2023.

Disbursements:

Paid to Others:

Refunds; Publication; Sales; Com **509,904.52**

Subtotal **509,904.52**

Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees **26,161.09**

Postage **2,654.92**

Transport - Officer Expenses **6,630.29**

Mileage Amount **4,709.51**

Report Amount **185.00**

Other - Subpoena **105.00**

Subtotal **40,445.81**

Total **550,350.33**

The above information is respectfully submitted on 3/13/2023



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

02/01/2023 - 02/28/2023

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 02/01/2023 - 02/28/2023.

Receipts:

Service Fees - Notary Fees; Copy Fees	31,607.81
Postage	3,300.60
Transport - Officer Expenses	6,630.29
Mileage Amount	4,684.51
Report Amount	205.00
County - Weapon Permit Amount	4,540.00
State - Weapon Permit Amount	1,090.00
Refunds; Publication; Sales; Com	374,758.52
Other - Subpoena	105.00
Unapplied	116.50
Total	427,038.23

The above information is respectfully submitted on 3/13/2023



Andy Brown
Pottawattamie County, IA

Public Comments

Closed Session

BUDGET STUDY SESSIONS