

# **Consent Agenda**

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Shea, and seconded by Jorgensen, to remove item 3. C. b. from the agenda and to approve Consent Agenda:

- A. February 20, 2024, Minutes as read.
- B. Publication of Pottawattamie County Salary Listing for 2023.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Belt, second by Shea, to open bids for Dumfries Avenue and 240<sup>th</sup> Street Paving Project.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve the Honeysuckle Road Special Assessment District provided to the property owners at the original cost.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to set the Honeysuckle Road cost share amount at \$122,101.20 which is the original cost.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to set the Honeysuckle Road interest rate at 0% for apportionment.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve Layton Township to hold more than 3 meetings, up to 8 per year.

UNANIMOUS VOTE. Motion Carried.

Lance Brisbois and Seth Brooks/Golden Hills appeared before the Board to present on activities with Golden Hills.

Discussion only. No action taken.

Motion by Wichman, second by Shea, to approve funding request for Golden Hills, in the amount of \$15,000 from gaming.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve Third Consideration of **Ordinance No. 2023-05**, an ordinance to amend Chapter 8 "Zoning Ordinance" by adding Wind Energy and Solar Energy Systems (Case#ZAT-2023-03) and to adopt Ordinance 2023-05 into law.

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2023-05**

**AN ORDINANCE** to amend the following Chapter 8, Pottawattamie County, Iowa Zoning Ordinance:

- General typographical and grammar error corrections.
- Repeal a definition for BOARD: The Board of Adjustment of Pottawattamie County, Iowa and replace with a definition for Adjustment Board: The Board of Adjustment of Pottawattamie County, Iowa.
- Amend by replacing all references to Board with Adjustment Board.
- Amend by replacing all references to Board of Supervisors with County Board.
- Add a definition for CONCENTRATED SOLAR ENERGY SYSTEMS: A solar energy system that generates power by using mirrors or lenses to concentrate a large area of sunlight, or solar thermal energy, unto a small area.
- Add a definition for NON-PARTICIPATING LANDOWNER: Any landowner not under agreement with the owner or operator of a solar energy system or wind energy system.
- Add a definition for PARTICIPATING LANDOWNER: Any landowner under lease, easement or other property agreement(s) with the owner or operator of a solar energy system or wind energy system.
- Add a definition for SOLAR ENERGY SYSTEM, COMMERCIAL (CSES): A solar energy system that generates electricity from solar energy primarily for sale to an electric utility or other third-party commercial or industrial user. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical

collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.

- Add a definition for SOLAR ENERGY SYSTEM, NON-COMMERCIAL (SES): A solar energy system that generates electricity from solar energy primarily for use on the same site or the same land use with which the system is associated.
- Repeal a definition for WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL and replace with a definition for WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL (WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator, and blades that together comprise a machine that generates electricity using wind energy.
- Repeal a definition for WIND FARM, COMMERCIAL and replace with a definition for WIND ENERGY SYSTEM, COMMERCIAL (CWES): A wind energy system that generates electricity from wind energy primarily for sale to an electric utility or other third-party commercial or industrial user. CWES shall include but are not limited to WTGs, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.
- Repeal a definition for WIND FARM, NON-COMMERCIAL and replace with a definition for WIND ENERGY SYSTEM, NON-COMMERCIAL (WES): A wind energy system that generates electricity from wind energy primarily for use on the same site or the same land use with which the system is associated.
- Add a definition for WIND TURBINE GENERATOR (WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator and blades that together comprise a machine that generates electricity using wind energy.
- Repeal Subsection 8.004.210 Reserved and replace with Solar Energy Systems
- Repeal Subsection 8.004.230 Wind Turbine Generator and replace with Wind Energy Systems, Commercial
- Repeal Subsection 8.004.240 Non-Commercial Wind Turbine and replace with Wind Energy Systems, Non-Commercial
- Add Section 8.004.085.18 SOLAR ENERGY SYSTEMS, NON-COMMERCIAL (SES), subject to the provisions of Section 8.040.210.
- Add Section 8.004.085.18 WIND ENERGY SYSTEMS, NON-COMMERCIAL (WES), subject to the provisions of Section 8.040.240, except in the A-4, R-1, R-2 and R-3 Districts.
- Delete Section 8.010.020.08 Wind Farms, both commercial and non-commercial subject to the requirements of 8.004.230 and 8.004.240.
- Add Section 8.010.030.21 Wind Energy Systems, Commercial, subject to the requirements of 8.004.230.
- Add Section 8.010.030.22 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.
- Delete Section 8.012.020.06 Wind Farms, both commercial and non-commercial subject to the requirements of 8.004.230 and 8.004.240.
- Add Section 8.012.030.11 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.
- Repeal Section 8.014.030.17 Wind Farms, Non-Commercial and replace with Section 8.014.030.17 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Repeal Section 8.015.030.12 Wind Farms, Non-Commercial and replace with Section 8.015.030.12 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Add Section 8.015.030.13 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Repeal Section 8.020.030.11 Wind Farms, Non-Commercial and replace with Section 8.020.030.11 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Add Section 8.035.030.07 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.035.030.08 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.040.030.06 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.040.030.07 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.045.030.04 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.045.040.07 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.

- Add Section 8.045.040.08 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.050.030.09 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.06 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.07 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.051.030.06 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.051.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.051.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.055.030.08 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.055.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.055.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.060.030.19 S D. Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.060.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.

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

**SECTION 1 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.040 C.075, definition of Concentrated Solar Energy Systems:

8.002.040 C

.075 CONCENTRATED SOLAR ENERGY SYSTEMS: A solar energy system that generates power by using mirrors or lenses to concentrate a large area of sunlight, or solar thermal energy, unto a small area.

**SECTION 2 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.150 N.040, definition of Non-Participating Landowner:

8.002.150 N

.040 NON-PARTICIPATING LANDOWNER: Any landowner not under agreement with the owner or operator of a solar energy system or wind energy system.

**SECTION 3 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.170 P.011, definition of Participating Landowner:

8.002.170 P

.011 PARTICIPATING LANDOWNER: Any landowner under lease, easement or other property agreement(s) with the owner or operator of a solar energy system or wind energy system.

**SECTION 4 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.200 S.061, definition of Solar Energy System, Commercial:

8.002.200 S

.061 SOLAR ENERGY SYSTEM, COMMERCIAL (CSES): A solar energy system that generates electricity from solar energy primarily for sale to an electric utility or other third-party commercial or industrial user. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.

**SECTION 5 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.200 S.062, definition of Solar Energy System, Non-Commercial:

8.002.200 S



.062 SOLAR ENERGY SYSTEM, NON-COMMERCIAL (SES): A solar energy system that generates electricity from solar energy primarily for use on the same site or the same land use with which the system is associated.

**SECTION 6 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Turbine Generator, Commercial and Non-Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.030, definition of Wind Energy System, Commercial:

8.002.240 W

.030 WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL(WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator and blades that together comprise a machine that generates electricity using wind energy and connects to the electrical transmission or local distribution grid.

- .01 Blade. An element of a WTG which acts as a part of an airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
- .02 Tower. The support structure, above grade, that supports the nacelle and rotor assembly.
- .03 Foundation. The Tower support structure, above and/or below grade that supports the entire weight of the Wind Turbine Generator.
- .04 Total Height. The height from grade to the highest vertical point of the swept arc. In the case of a WTG with a vertical axis rotor, the height of the blades from grade to the highest vertical point of the WTG.
- .05 Substation. An electrical construction designed to collect and modify electrical energy produced by the WTG.

**SECTION 7 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Farm, Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.010, definition of Wind Energy System, Commercial:

8.002.240 W

.010 WIND ENERGY SYSTEM, COMMERCIAL (CWES): A wind energy system that generates electricity from wind energy primarily for sale to an electric utility or other third-party commercial or industrial user. CWES shall include but are not limited to wind turbine generators, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.

**SECTION 8 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Farm, Non Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.020, definition of Wind Energy System, Non-Commercial:

8.002.240 W

.020 WIND ENERGY SYSTEM, NON-COMMERCIAL (WES): A wind energy system that generates electricity from wind energy primarily for use on the same site or the same land use with which the system is associated.

**SECTION 9a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.210 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 9b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.210, as follows:

8.004.210 SOLAR ENERGY SYSTEMS

- .01 PURPOSE: The purpose of this ordinance is to facilitate the construction, installation, and operation of solar energy systems in Pottawattamie County in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands.

- .02 CONSTRUCTION; CONFLICT: This ordinance does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.210 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.210 shall control.
- .03 SOLAR ENERGY SYSTEMS, COMMERCIAL (CSES):
- A. PURPOSE: This section provides uniform and comprehensive standards for the installation and use of CSES. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity. The intent of this section is to protect the public health, safety, and community welfare while allowing development of utility-scale solar energy resources for utility, commercial and industrial purposes.
  - B. CONDITIONAL USE: CSES shall require a conditional use permit within the A-2, A-3, R-1, C-1, C-2, C-3, I-1 and I-2 zoning districts. This use is prohibited in all other zoning districts in the County. Concentrated solar energy systems are prohibited in the County. Where CSES are part of a unified plan or aggregated project, the applicant may submit a single conditional use permit application and may sign the application in lieu of individual property owner(s). The applicant shall provide reasonable documentation evidencing the property owner(s) authorize the applicant to construct and operate a CSES on the property or to seek a conditional use permit for such purpose.
  - C. SPECIAL REQUIREMENTS: CSES are subject to the following requirements:
    1. HEIGHT: A solar panel shall be no less than two (2) feet off the ground. A solar panel shall not exceed twenty (20) feet in height above grade at maximum tilt of the solar panel.
    2. SETBACKS: CSES shall be setback from lot lines as set forth in underlying zoning district. Solar panels within a CSES shall not be located less than three hundred (300) feet from the closest exterior wall of any non-participating dwelling. There shall be no setback to any participating dwelling. There shall be no side or rear yard setback for any lot line where the CSES is located on abutting participating parcels.
    3. SUBMITTAL REQUIREMENTS: The applicant shall submit all materials contained in this section at the time of the application for a conditional use permit.
    4. PERMITTING PROCESS: The applicant shall go through the following process for conditional use permit approval:
      - a. Applicant shall meet with the Development Director and submit all required documents.
      - b. Development Director will submit all documents to the Pottawattamie County Department Approval Committee. Said Committee shall consist of the County Board and the Development Director along with the department head or the designated employee from the following departments: Conservation, County Engineer/Secondary Roads, and Sheriff. All identified departments must approve with signature that all requirements pertaining to that department are met prior to submission to the Adjustment Board.
      - c. The conditional use permit application shall be presented to the Adjustment Board for a public hearing and decision on the conditional use permit.
      - d. County Board shall consider a decommissioning plan, decommissioning agreement (including financial security), Public Roads Damage Avoidance and Mitigation Plan and related agreement. The CSES may not proceed to construction until the County Board has approved these
    5. SECURITY; FENCING: Absent contrary direction from the Iowa Utilities Board, the CSES shall be fenced with a minimum eight-foot (8') tall security fence,. "Warning/No Trespassing" signs, as well as contact information for emergency purposes, shall be posted within sight of all points of fence line or no greater than one hundred fifty feet (150') apart. At the discretion of the approving authority, critical electrical and communications equipment may be fenced with the chain-link fence topped with barbed wire when such measures are deemed necessary to ensure public safety.
    6. AGRICULTURAL IMPACT MITIGATION PLAN: The applicant shall submit a plan with the conditional use permit application detailing the mitigation strategy to support agricultural use of the land. The plan will be reviewed by the Development Director and shall include, but is not limited to:

- a. Results of a soil analysis conducted and assessed by a qualified professional to determine topsoil depths, as well as identify any limitations for construction and mitigation that may require special consideration.
  - b. General list of project components and construction timeline.
  - c. Describe best practices and methods to be used during each stage of construction for protecting and preserving topsoil. Practices and methods should address, at minimum, avoidance of removal of topsoil. However, if removal of topsoil is necessary, applicant should plan for segregation, stockpiling, replacement during backfill and respreading, grading minimization, compaction prevention and decompaction of otherwise undisturbed topsoil impact by heavy equipment or storage of materials and wet weather conditions.
  - d. Describe environmental monitoring that will be used during construction to ensure adherence to the best practices contained in the plan. The monitoring should be done by an environmental professional at the expense of the developer. The monitoring results should be submitted to the County through the Planning Department every thirty (30) days during construction.
  - e. Describe the general procedures to be used for identification, avoidance and repair of any underground drainage tile lines located within the project site before, during and after construction.
7. **SOIL EROSION AND SEDIMENT CONTROL:** The applicant shall conduct all roadwork and other site development work in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation), and a national pollutant discharge elimination system (NPDES) permit as required by the Iowa Department of Natural Resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit to the Development Director for review and comment along with an erosion and sediment control plan before the commencement of construction. The plan must include both general “best management practices” for temporary erosion and sediment control (both during and after construction) and permanent drainage and erosion control measures to prevent both damage to local roads/adjacent areas and sediment laden run-off into waterways.
8. **VEGETATION MITIGATION PLAN:**
- a. A Vegetation Mitigation Plan must be provided to the Planning and Development Department with the conditional use permit application. The Vegetation Mitigation Plan will be reviewed by the Development Director.
  - b. Ground under and around the CSES shall be planted with a perennial vegetative ground cover as identified in the Vegetation Mitigation Plan. The ground cover plan shall be developed in accordance with the following standards:
    - i. Avoid removal of topsoil to maximum extent possible during development and decommissioning unless part of a remediation effort.
    - ii. The vegetation shall be planted and maintained, per the Vegetation Mitigation Plan, for the full operational life of the CSES to prevent erosion, manage runoff and build soil. The Vegetation Mitigation Plan must include management methods and schedules for how the vegetation will be managed on an annual basis, with the particular attention given to the establishment period of approximately three (3) years. The Vegetation Mitigation Plan must include provisions for replacement of any required vegetation cover that fails to establish or dies during the life of the project.
    - iii. Plant materials for the ground cover area must not have been treated with systemic insecticides, particularly neonicotinoids.
    - iv. The application and Vegetation Mitigation Plan shall include the proposed seed mix specifications and growth guidelines to follow.
      - i. Seeding zones and their selected seed mixes should be clearly mapped on a site plan.
      - ii. Seed and/or planting mixes and maintenance practices should be consistent with recommendations made by qualified natural resource professionals, such as those from a state department of natural resources, county soil and water conservation services, or natural resource conservation service.

- iii. Reporting to the County through the Planning Department on ground cover management and maintenance activities shall be on an annual basis for a minimum of five (5) years after which point reduced frequency can be requested and approved at the discretion of the Development Director.
  - iv. At the discretion of the Development Director, other practices, such as small-scale farming, beekeeping operations or grazing, may be allowed in the ground cover area as part of the conditional use permit.
- 9. **LANDSCAPING BUFFER:** To mitigate potential negative effects and reduce the visual impact of the CSES, a landscaping buffer shall be installed and maintained during the life of the CSES. Determination of screening requirements will be made by the approving authority as part of the review of the conditional use permit and will be based on adjacent or nearby surrounding land uses and topography. Where the approving authority finds that a landscaping buffer is appropriate, landscaping shall be installed within a planting area around the portions of the site specified by the approving authority in accordance with the standards as of this subsection. All applications for which this subsection applies shall submit a plan for review and approval. The landscaping buffer shall use trees, shrubs, grasses and forbs that are native to Iowa or where appropriate may include naturalized and non-invasive species or a combination thereof to provide a vegetation screen in all required areas.
- 10. **LIGHTING:** If lighting is provided for the CSES, lighting shall be shielded and downcast such that the light does not project directly onto the adjacent parcels.
- 11. **SOUND:** Sound levels caused by the CSES measured at the closest exterior wall of any non-participating residence shall not exceed forty (40) decibels (A-weighted).
- 12. **GLARE; AVIATION PROTECTION.** The CSES shall be designed and located to minimize glare towards any buildings on adjacent properties. Applicant must complete and provide with the application the results of a Solar Glare Hazard Analysis Tool or most recent version adopted by the Federal Aviation Administration (FAA). Applicant must provide evidence of notice and no response and/or non-objection from FAA and Offutt Air Force Base that the CSES will not affect commercial or military flights.
- 13. **UTILITY CONNECTIONS:** Applicant shall make reasonable efforts to place all collection lines within the CSES underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements. High-voltage lines between the CSES and substations may be above ground.
- 14. **OUTDOOR STORAGE:** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the CSES shall be allowed.
- 15. **ENDANGERED SPECIES AND WETLANDS:** Applicant shall consult with the Iowa Department of Natural Resources.
- 16. **WEED CONTROL:** Applicant must present an acceptable weed/grass control plan for property outside of the fenced area for the entire CSES. The CSES operator must maintain the fence and adhere to a weed control plan. The plan must be approved by the Development Director and Conservation Department.
- 17. **WASTE:** All solid wastes, whether generated from supplies, equipment parts, packaging, operation, grazed animals, farming operation or maintenance of the CSES, shall be removed from the site and disposed of in an appropriate manner. All hazardous waste shall be removed from the site immediately and disposed of in a manner consistent with all local, state and federal requirements.
- 18. **MAINTENANCE, REPAIR OR REPLACEMENT OF A FACILITY:** Maintenance shall include, but not limited to, painting, structural repairs, and integrity of security measures. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
- 19. **CLEANING CHEMICALS AND SOLVENTS:** During operation of the CSES, all chemicals or solvents used to clean photovoltaic panels shall be low in volatile organic compounds and the operator shall use recyclable or biodegradable products to the extent possible. Any on-site storage of chemicals or solvents shall be referenced on the site plan.
- 20. **STORM WATER MANAGEMENT.** Prior to receiving a building permit, for the purposes of pollutant removal, storm water and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed storm water management plan in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation).

21. ADMINISTRATION AND ENFORCEMENT: Development Director and any necessary personnel may enter any property for which a conditional use permit or building permit has been issued under this ordinance to conduct an inspection to determine whether the conditions stated in the permit have been met as specified by statute, ordinance, and code. Failure to provide access shall be deemed a violation of this ordinance.
- D. SAFETY: All CSES shall provide the following at all locked entrances:
1. A visible "High Voltage" warning sign.
  2. Name(s) and phone number(s) for the electric utility provider(s).
  3. Name(s) and phone number(s) for the site operator(s).
  4. The facility's 911 address and GPS coordinates.
  5. The site operator will coordinate with the local fire department and Emergency Management to provide training on an annual basis for the first five (5) years the CSES is complete and in operation. Said training will commence within six (6) months prior to the completion of the CSES. After that, offered on an annual basis for the life of the project. All emergency responding agencies will sign off that said training was completed or offered.
- E. REPOWERING: At the discretion of the Development Director, proposals to replace more than twenty-five percent (25%) of the panels in a CSES within a twelve (12) month period may be required to submit a plan for review and approval with all associated costs assigned to the applicant and/or the property owner(s).
- F. ROADS: The applicant, owners and their contractors shall avoid damaging public roads to the greatest practicable extent and shall be responsible for repair of damage to public roads. A Public Roads Damage Avoidance and Mitigation Plan shall be in accordance with the following standards and approved by the County Board before the applicant commences construction:
1. IDENTIFICATION OF POTENTIAL ROADS USAGE: The applicant shall identify, in consultation with the County Engineer, all state and local public roads to be used within the County to transport equipment, parts and material for construction, operation or maintenance of the CSES and related components.
  2. DOCUMENTATION OF ROAD CONDITIONS: Prior to construction, decommissioning or implementation of a repowering plan, the County Engineer or a third-party consultant selected by the County Engineer shall document the current conditions of the roads identified for use with physical and video documentation. The County Engineer or a third-party consultant selected by the County Engineer shall document road conditions again thirty (30) days after the CSES construction, decommissioning or implementation of a repowering plan is complete, or as weather permits. The requirements of this Subsection shall be at the sole cost of the applicant or owner of the CSES.
  3. ROAD PREPARATION AND DAMAGE: The applicant or owner of the CSES shall promptly cause the completion of any necessary road preparation, maintenance or repair associated with CSES construction, operation, maintenance, decommissioning or implantation of a repowering plan, as identified by the County Engineer or a third-party consultant selected by the County Engineer. All road preparation, maintenance and repair shall be at the sole cost of the applicant or owner of the CSES and to reasonable satisfaction of the County Engineer based on the applicable standards and codes.
  5. FINANCIAL SURETY: Applicant shall demonstrate appropriate financial assurance to ensure road preparation, maintenance and repair. At the direction of the County Board, the applicant or the owner of the CSES may also be required to provide a financial surety instrument or bond at the time of permitting consideration.
- G. DECOMMISSIONING AND RECLAMATION PLAN: The applicant shall submit a decommissioning and reclamation plan to the Development Director with the conditional use permit application. The Development Director shall review the plan for completeness and refer it to the Adjustment Board for review in conjunction with the conditional use permit and the County Board for final consideration and approval prior to the applicant commencing construction. The plan shall include:
1. A description of the life of the CSES; the anticipated manner which the project will be decommissioned, including plans to recycle components; the anticipated site restoration actions; the estimated decommissioning costs in current dollars; and the method for ensuring that funds will be available for decommissioning and restoration.
  2. Estimates for the total cost for decommissioning at the current value at site as determined by a licensed engineer. Decommissioning cost estimates shall take salvage and resale value into account.
  3. A description of the means to remove the CSES and restore the land to its previous use upon the end of its life, as stated in the conditional use permit or this ordinance.

4. to remove structures, debris and associated equipment on the surface and to a level of not less than six (6) feet below the surface, and the timeline/sequence in which removal is expected to occur.
  5. Provisions to restore the soil, vegetation, and disturbed earth, which shall be graded and reseeded and/or the property may be returned to agricultural use. Avoidance of topsoil is preferred. The plan shall include environmental monitoring at the cost of the developer to be used in returning the project area back to agricultural use. Environmental monitoring shall include best practices to address at minimum invasive species prevention, erosion, sediment control and debris removal.
  6. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator of the CSES and any of their successors, assigns or heirs, and that the landowner has granted permission for access and easements of the property for decommissioning.
  7. **FINANCIAL SURETY:** No later than the tenth (10th) year following the date the applicant or CSES owner completes construction, as evidenced by a certificate of completion, the applicant or CSES owner shall provide a financial surety instrument to cover the cost of decommissioning in accordance with the following:
    - a. Decommissioning funds or financial surety shall be in an amount equal to the net cost for decommissioning the site, plus a ten percent (10%) contingency.
    - b. The financial surety shall be maintained in the form of cash, certificate of deposit, performance bond, escrow account, surety bond, letter of credit, corporate guarantee or other form of financial assurance acceptable to the County Board. Any document evidencing the maintenance of the financial surety shall include provisions for releasing the funds to the County in the event decommissioning is not completed in a timely manner.
    - c. Financial surety shall be maintained for the remaining life of the CSES.
    - d. Every five (5) years, the CSES owner or operator shall retain an independent licensed engineer to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the Planning and Development department and the Auditor. The decommissioning surety shall match the re-estimated cost of decommissioning plus a ten percent (10%) contingency. Within ninety (90) days of filing the re-estimation report with the County through the Planning Department, the CSES owner or operator shall cause the fund balance of the financial surety instrument to be adjusted, if applicable.
    - e. **RELEASE OF FINANCIAL SURETY:** Financial surety shall only be released by the County Board by the recommendation from the Development Director, after inspection and confirmation that all conditions of the decommissioning plan have been met.
- H. **INDEMNIFICATION AND LIABILITY:** The applicant, owner and/or operator of the CSES shall defend, indemnify, and hold harmless the County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorneys' fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operations of the CSES.
- I. **CESSATION OF OPERATIONS:** Any CSES that has not been in operation and producing electricity for at least one hundred and eighty (180) consecutive days, unless caused by a natural catastrophic event, shall be decommissioned. The Development Director shall notify the owner to decommission and remove the CSES. Within two hundred and seventy (270) days thereafter, the owner shall either submit evidence showing that the CSES has been operating and producing electricity or that it has been fully decommissioned in compliance with this Ordinance. If the owner fails to or refuses to remove the CSES, the violation shall be referred to the County Attorney. In the case of a natural catastrophic event, a detailed restoration plan to return to operational status must be provided to the Development Director.
- J. **VIOLATIONS & PENALTIES:** Violations and penalties of this section are set forth in Chapter 1.75 of the Pottawattamie County, Iowa, Code (Violations and Penalties).
- K. **RELATED RULES AND REGULATIONS:** Each CSES shall comply with all applicable local, state and federal requirements.
- L. **SEVERABILITY:** The provisions of this ordinance are severable, and the invalidity of any section, subdivision, paragraph, or other part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.
- M. **CONDITIONAL USE PERMIT FEE(S) FOR CSES:** The conditional use permit application fee(s) will be approved and adopted by resolution of the County Board and shall be set forth in Chapter 1.50 of the Pottawattamie County, Iowa, Code (Schedule of Fees).

- .04 SOLAR ENERGY SYSTEMS, NON COMMERCIAL (SES):
- A. PURPOSE: This section provides uniform and comprehensive standards for the installation and the use of SES for on-site home, farm and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of this section is to protect the public health, safety and community welfare without unduly restricting the development of SES.
  - B. ACCESSORY USE: SES shall be considered an accessory use to a permitted principal or conditional use in any zoning district.
  - C. SPECIAL REQUIREMENTS: SES shall be subject to the requirements included in this section:
    1. GROUND MOUNTED SES HEIGHT: Shall not be greater than fifteen (15) feet at maximum tilt of the solar panel(s).
    2. STRUCTURE MOUNTED SES HEIGHT: Shall not be greater than the allowable height of any structure within the zoning district in which the SES is to be installed.
    3. SETBACKS: The ground mounted SES shall maintain perimeter setbacks including side and rear yard setbacks of ten (10) feet measured at full horizontal tilt and ten (10) feet from any other building or structure on the same lot. No solar panels within the SES may be located in the required front yard setback unless at least fifty (50) feet back from the edge of the county road right-of-way or at least eighty (80) feet back from the edge of state or federal road right-of-way.
    4. BUILDING CODES: All county, state and federal construction codes shall be followed.
    5. USE: SES shall provide electricity for on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.
  - D. BUILDING PERMIT: Before a building permit is issued, the following shall be submitted to the Development Director for review:
    1. Site Plan Showing:
      - a. Address, email address, and phone number of the property owner;
      - b. Parcel lines;
      - c. All existing structures with heights clearly marked;
      - d. Sanitary infrastructure (i.e., septic field);
      - e. Setback measurements;
      - f. Easements present on the property, including those for utilities;
      - g. Septic field tile location;
      - h. Floodplain location, if applicable;
      - i. Topography lines (2-foot contours);
      - j. Location of all solar panels and associated equipment; and
      - k. Location of the electrical disconnect for the SES.
    2. Evidence that the local electric utility has been informed of the customer's intent to install a customer-owned SES.
    3. Evidence that the site plan has been submitted to the local fire protection district.
    4. Evidence that all contact information for site has been provided to Emergency Management.
    5. After a review and acceptance of site plan and required information, a building permit authorizing construction shall be issued.

**SECTION 10a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.230 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 10b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.230, as follows:

**8.004.230 WIND ENERGY SYSTEMS, COMMERCIAL (CWES)**

- .01 PURPOSE: This ordinance provides uniform and comprehensive standards for the installation and use of CWES. CWES shall include but are not limited to WTGs, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity. The intent of these regulations is to protect the public health, safety, and community welfare while allowing development of utility-scale wind energy resources for utility, commercial and industrial purposes.
- .02 CONSTRUCTION; CONFLICT: This section does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.230 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.230 shall control.

- .03 **CONDITIONAL USE:** CWES shall require a conditional use permit within the A-2 zoning districts. This use is prohibited in all other zoning districts in the County. Where CWES are part of a unified plan or aggregated project, the applicant may submit a single conditional use permit application and may sign the application in lieu of individual property owner(s). The applicant shall provide reasonable documentation evidencing the property owner(s) authorize the applicant to construct and operate a CWES on the property or to seek a conditional use permit for such purpose.
- .04 **HEIGHT:** The total height of a WTF in a CWES shall not exceed four hundred twelve feet (412').
- .05 **SETBACKS:** Setbacks for CWES shall be as follows:
- A. **LOT LINES; PUBLIC RIGHT-OF-WAYS:** WTGs in a CWES shall not be located less than one thousand five hundred feet (1,500') to any lot line or public right-of-way as measured from the center of the WTG base; provided, however, there shall be no side or rear yard setback for any lot line where the CWES is located on abutting participating parcels.
  - B. **DWELLINGS:** WTGs in a CWES shall not be located less than one-half (1/2) mile to the closest exterior wall of any non-participating dwelling as measured from the center of the WTG base. CWES may be setback less than one-half (1/2) mile from any participating dwelling or any dwelling for which the property owner signs a waiver agreeing to reduce the setback distance; provided, however, in no event shall a CWES be located less than one and one-tenth (1.1) times the total height to any dwelling.
  - C. **INCORPORATED MUNICIPALITIES:** WTGs in a CWES shall not be located less than three (3) miles to the corporate limits of any incorporated municipality as measured from the center of the WTG base.
  - D. **COUNCIL BLUFFS MUNICIPAL AIRPORT:** WTGs in a CWES shall not be located less than three (3) miles to any lot line of the Council Bluffs Municipal Airport as measured from the center of the WTG base.
  - E. **PARKS AND HABITAT AREAS:** WTGs in a CWES shall not be located less than three (3) miles to any lot line of a designated Pottawattamie County Conservation park or habitat area as measured from the center of the WTG base.
- .06 **SPECIAL REQUIREMENTS:** CWES are subject to the following requirements:
- A. **SUBMITTAL REQUIREMENTS:** The applicant shall submit all materials contained in this section at the time of the application for a conditional use permit.
  - B. **PERMITTING PROCESS:** The applicant shall go through the following process for conditional use permit approval:
    1. Applicant shall meet with the Development Director and submit all required documents.
    2. Development Director will submit all documents to the Pottawattamie County Department Approval Committee. Said Committee shall consist of the County Board and the Development Director along with the department head or the designated employee from the following departments: Conservation, County Engineer/Secondary Roads, and Sheriff's Department. All identified departments must approve with signature that all requirements pertaining to that department are met prior to submission to the Adjustment Board.
    3. The conditional use permit application will be presented to the Adjustment Board for a public hearing and decision on the conditional use permit.
    4. County Board shall consider a decommissioning plan, decommissioning agreement (including financial security), Public Roads Damage Avoidance and Mitigation Plan and related agreement. The CWES may not proceed to construction until the County Board has approved these plans and the Chairperson and the applicant have executed these agreements.
    5. The use(s) outlined in the application shall be established in accordance with the draft plans considered by the approving authority within five (5) years of approval. "Commencing Construction" is determined by disturbance of soil at project site that is not part of a primary farming operation. Any portion of the development plan not completed within five (5) years of approval by the approving authority shall not be installed until the development has been reauthorized by the approving authority. Reauthorization shall be subject to the regulations in effect at the time reauthorization is requested.
  - C. **SECURITY; FENCING:** CWES shall be equipped with anti-climbing devices or be of a mono-tower type with locking doors. Tower climbing apparatus shall be at least ten (10) feet above ground level. At the discretion of the approving authority, critical electrical and communications equipment may be fenced with the chain-link fence topped with barbed wire when such measures are deemed necessary to ensure public safety.



- D. **AGRICULTURAL IMPACT MITIGATION PLAN:** The applicant shall submit a plan with the conditional use permit application detailing the mitigation strategy to support agricultural use of the land. The plan will be reviewed by the Development Director and shall include, but is not limited to:
1. Results of a soil analysis conducted and assessed by a qualified professional to determine topsoil depths, as well as identify any limitations for construction and mitigation that may require special consideration.
  2. General list of project components and construction timeline.
  3. Describe best practices and methods to be used during each stage of construction for protecting and preserving topsoil. Practices and methods should address, at minimum, avoidance of removal of topsoil. However, if removal of topsoil is necessary, applicant should plan for segregation, stockpiling, replacement during backfill and respreading, grading minimization, compaction prevention and decompaction of otherwise undisturbed topsoil impact by heavy equipment or storage of materials and wet weather conditions.
  4. Describe environmental monitoring that will be used during construction to ensure adherence to the best practices contained in the plan. The monitoring should be done by an environmental professional at the expense of the developer. The monitoring results should be submitted to the County through the Planning Department every thirty (30) days during construction.
  5. Describe the general procedures to be used for identification, avoidance and repair of any underground drainage tile lines located within the project site before, during and after construction.
- E. **SOIL EROSION AND SEDIMENT CONTROL:** The applicant shall conduct all roadwork and other site development work in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation), and a national pollutant discharge elimination system (NPDES) permit as required by the Iowa Department of Natural Resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit to the Development Director for review and comment along with an erosion and sediment control plan before the commencement of construction. The plan must include both general “best management practices” for temporary erosion and sediment control (both during and after construction) and permanent drainage and erosion control measures to prevent both damage to local roads/adjacent areas and sediment laden run-off into waterways.
- F. **LIGHTING:** Lighting shall be shielded such that the light does not project directly onto the adjacent parcels to the extent the FAA allows. If permitted by the FAA, all CWES shall utilize an aircraft detection lighting system (ADLS).
- G. **DESIGN:** CWES color and finish shall be white, gray or another non-obtrusive, non-reflective finish. There shall be no advertising, logo, or other symbols painted on the WTG other than those required by the FAA or other governing body. Each WTG shall have a name plate which is clearly legible from the public right-of-way and contains contact information of the operator of the CWES.
- H. **SOUND:** Sound levels caused by the CWES measured at least 25 feet from the closet exterior wall of any non-participating dwelling shall not exceed forty (40) decibels (A-weighted Leq, one hour). Each application shall include a professional third-party pre-construction sound study which includes all property within at least one (1) mile of each WTG and must be able to demonstrate compliance with the noise standards in this section.
- I. **SHADOW FLICKER:** For any WTG which is within half mile of any non-participating dwelling, applicant shall provide shadow flicker modeling data showing the expected effect of shadow flicker on non-participating properties. Shadow flicker shall not fall upon any non-participating dwelling, or other building which is occupied by humans, for more than a total of 30 hours per any calendar year.
- J. **UTILITY CONNECTIONS:** Applicant shall make reasonable efforts to place all collection lines within the CWES underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements. High-voltage lines between the CWES and substations may be above ground.
- K. **OUTDOOR STORAGE:** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the CWES shall be allowed.
- L. **ENDANGERED SPECIES AND WETLANDS:** Applicant shall consult with the Iowa Department of Natural Resources.
- M. **WEED CONTROL:** Applicant must present an acceptable weed/grass control plan for property outside of the fenced area for the entire CWES. The CWES operator must maintain the fence and adhere to a weed control plan. The plan must be approved by the Development Director, and Conservation Department.

- N. **WASTE:** All solid wastes, whether generated from supplies, equipment parts, packaging, operation, grazed animals, farming operation or maintenance of the CWES, shall be removed from the site and disposed of in an appropriate manner. All hazardous waste shall be removed from the site immediately and disposed of in a manner consistent with all local, state and federal requirements.
- O. **MAINTENANCE, REPAIR OR REPLACEMENT OF A FACILITY:** Maintenance shall include, but not limited to, painting, structural repairs, and integrity of security measures. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
- P. **STORM WATER MANAGEMENT.** Prior to receiving a building permit, for the purposes of pollutant removal, storm water and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed storm water management plan in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation).
- Q. **AVIATION PROTECTION.** Wind turbine generators shall meet all FAA requirements, including but not limited to, lighting and radar interference issues. Applicant must provide evidence of notice and no response and/or non-objection from FAA and Offutt Air Force Base that the CWES will not affect commercial or military flights.
- R. **ADMINISTRATION AND ENFORCEMENT:** Development Director and any necessary personnel may enter any property for which a conditional use permit or building permit has been issued under this ordinance to conduct an inspection to determine whether the conditions stated in the permit have been met as specified by statute, ordinance, and code. Failure to provide access shall be deemed a violation of this ordinance.
- .07 **SAFETY:** All CWES shall provide the following at all locked entrances:
- A. A visible "High Voltage" warning sign.
  - B. Name(s) and phone number(s) for the electric utility provider(s).
  - C. Name(s) and phone number(s) for the site operator(s).
  - D. The facility's 911 address and GPS coordinates.
  - E. The site operator will coordinate with the local fire department and Emergency Management to provide training on an annual basis for the first five (5) years the CWES is complete and in operation. Said training will commence within six (6) months prior to the completion of the CWES. After that, offered on an annual basis for the life of the project. All emergency responding agencies will sign off that said training was completed or offered.
- .08 **REPOWERING:** At the discretion of the Development Director, proposals to replace more than twenty-five percent (25%) of the WTGs in a CWES within a twelve (12) month period may be required to submit a plan for review and approval with all associated costs assigned to the applicant and/or the property owner(s). Replacement for this purpose shall mean installing new blades of the same size, generator and nacelle. Any one of those items individually shall not constitute replacement in this context.
- .09 **ROADS:** The applicant, owners and their contractors shall avoid damaging public roads to the greatest practicable extent and shall be responsible for repair of damage to public roads. A Public Roads Damage Avoidance and Mitigation Plan shall be in accordance with the following standards and approved by the County Board before the applicant commences construction:
- A. **IDENTIFICATION OF POTENTIAL ROADS USAGE:** The applicant shall identify, in consultation with the County Engineer, all state and local public roads to be used within the County to transport equipment, parts and material for construction, operation or maintenance of the CWES and related components.
  - B. **DOCUMENTATION OF ROAD CONDITIONS:** Prior to construction, decommissioning or implementation of a repowering plan, the County Engineer or a third-party consultant selected by the County Engineer shall document the current conditions of the roads identified for use with physical and video documentation. The County Engineer or a third-party consultant selected by the County Engineer shall document road conditions again thirty (30) days after the CWES construction, decommissioning or implementation of a repowering plan is complete, or as weather permits. The requirements of this Subsection shall be at the sole cost of the applicant or owner of the CWES.
  - C. **ROAD PREPARATION AND DAMAGE:** The applicant or owner of the CWES shall promptly cause the completion of any necessary road preparation, maintenance or repair associated with CWES construction, operation, maintenance, decommissioning or implantation of a repowering plan, as identified by the County Engineer or a third-party consultant selected by the County Engineer. All road preparation, maintenance and repair shall be at the sole cost of the applicant or owner of the CWES and to reasonable satisfaction of the County Engineer based on the applicable standards and codes.
  - D. **FINANCIAL SURETY:** Applicant shall demonstrate appropriate financial assurance to ensure road preparation, maintenance and repair. At the direction of the County Board, the applicant or the owner of the CWES may also be required to provide a financial surety instrument or bond at the time of permitting consideration.

- .10 DECOMMISSIONING AND RECLAMATION PLAN: The applicant shall submit a decommissioning and reclamation plan to the Development Director with the conditional use permit application. The Development Director shall review the plan for completeness and refer it to the Adjustment Board for review in conjunction with the conditional use permit and the County Board for final consideration and approval prior to the applicant commencing construction. The plan shall include:
- A. A description of the life of the CWES; the anticipated manner which the project will be decommissioned, including plans to recycle components; the anticipated site restoration actions; the estimated decommissioning costs in current dollars; and the method for ensuring that funds will be available for decommissioning and restoration.
  - B. Estimates for the total cost for decommissioning at the current value at site as determined by a licensed engineer. Decommissioning cost estimates shall take salvage and resale value into account.
  - C. A description of the means to remove the CWES and restore the land to its previous use upon the end of its life, as stated in the conditional use permit or this ordinance.
  - D. Provisions to remove structures, debris and associated equipment on the surface and to a level of not less than six (6) feet below the surface, and the timeline/sequence in which removal is expected to occur.
  - E. Provisions to restore the soil, vegetation, and disturbed earth, which shall be graded and reseeded and/or the property may be returned to agricultural use. Avoidance of topsoil is preferred. The plan shall include environmental monitoring at the cost of the developer to be used in returning the project area back to agricultural use. Environmental monitoring shall include best practices to address at minimum invasive species prevention, erosion, sediment control and debris removal.
  - F. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator of the CWES and any of their successors, assigns or heirs, and that the landowner has granted permission for access and easements of the property for decommissioning.
  - G. FINANCIAL SURETY: No later than the tenth (10th) year following the date the applicant or CWES owner completes construction, as evidenced by a certificate of completion, the applicant of CWES owner shall provide a financial surety instrument to cover the cost of decommissioning in accordance with the following:
    1. Decommissioning funds or financial surety shall be in an amount equal to the net cost for decommissioning the site, plus a ten percent (10%) contingency.
    2. The financial surety shall be maintained in the form of cash, certificate of deposit, performance bond, escrow account, surety bond, letter of credit, corporate guarantee or other form of financial assurance acceptable to the County Board. Any document evidencing the maintenance of the financial surety shall include provisions for releasing the funds to the County in the event decommissioning is not completed in a timely manner.
    3. Financial surety shall be maintained for the remaining life of the CWES.
    4. Every five (5) years, the CWES owner or operator shall retain an independent licensed engineer to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the Planning and Development department and the Auditor. The decommissioning surety shall match the re-estimated cost of decommissioning plus a ten percent (10%) contingency. Within ninety (90) days of filing the re-estimation report with the County through the Planning Department, the CWES owner or operator shall cause the fund balance of the financial surety instrument to be adjusted, if applicable.
    5. RELEASE OF FINANCIAL SURETY: Financial surety shall only be released by the County Board by the recommendation from the Development Director, after inspection and confirmation that all conditions of the decommissioning plan have been met.
- .11 INDEMNIFICATION AND LIABILITY: The applicant, owner and/or operator of the CWES shall defend, indemnify, and hold harmless the County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorneys' fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operations of the CWES
- .12 CESSATION OF OPERATIONS: Any CWES that has not been in operation and producing electricity for at least one hundred and eighty (180) consecutive days, unless caused by a natural catastrophic event, shall be decommissioned. The Development Director shall notify the owner to decommission and remove the CWES. Within two hundred and seventy (270) days thereafter, the owner shall either submit evidence showing that the CWES has been operating and producing electricity or that it has been fully decommissioned in compliance with this Ordinance. If the owner fails to or refuses to remove the CWES, the violation shall be referred to the County Attorney. In the case of a natural catastrophic event, a detailed restoration plan to return to operational status must be provided to the Development Director.

- .13 VIOLATIONS & PENALTIES: Violations and penalties of this Section are set forth in Chapter 1.75 of the Pottawattamie County, Iowa, Code (Violations and Penalties).
- .14 RELATED RULES AND REGULATIONS: Each CWES shall comply with all applicable local, state and federal requirements.
- .15 SEVERABILITY: The provisions of this ordinance are severable, and the invalidity of any section, subdivision, paragraph, or other part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.
- .16 CONDITIONAL USE PERMIT FEE(S) FOR CWES: The conditional use permit application fee(s) will be approved and adopted by resolution of the County Board and shall be set forth in Chapter 1.50 of the Pottawattamie County, Iowa, Code (Schedule of Fees).

**SECTION 11a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.240 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 11b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.240, as follows:

**8.004.240 WIND ENERGY SYSTEMS, NON-COMMERCIAL (WES)**

- .01 PURPOSE: This section provides uniform and comprehensive standards for the installation and the use of WES for on-site home, farm and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of this section is to protect the public health, safety and community welfare without unduly restricting the development of WES.
- .02 CONSTRUCTION; CONFLICT: This section does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.240 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.240 shall control.
- .03 ACCESSORY USE: WES shall be considered an accessory use to a permitted principal or conditional use in any zoning district.
- .04 SETBACKS: WES shall not be located closer than a distance equal to one and one-tenth (1.1) times the total height to a dwelling, a property line, or a utility easement. Such distance shall be defined relative to the nearest surface of the WES as measured at grade.
- .05 SPECIAL REQUIREMENTS: WES shall be subject to the requirements included in this section:
  - A. MINIMUM LOT SIZE: WES shall not be placed on a parcel of land or lot which is less than one (1) acre in size.
  - B. NO INTERFERENCE:
    - 1. WES shall not cause interference to the radio and television reception on adjoining property and in the event of any such interference the WES owner shall remedy such interference.
    - 2. WES shall not cause interference with emergency communication transmissions of the County. Applicant shall request documentation from the County Sheriff to verify the same and submit said documentation with any building permit application. Any cost associated therewith shall be at the applicant's expense.
- .06 BUILDING CODES: All county, state and federal construction codes shall be followed.
- .07 USE: WES shall provide electricity for on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.
- .08 BUILDING PERMIT: Before a building permit is issued, the following shall be submitted to the Development Director for review Reference.
  - A. Site Plan Showing:
    - 1. Address, email address, and phone number of the property owner;
    - 3. Parcel lines;
    - 4. All existing structures with heights clearly marked;
    - 5. Sanitary infrastructure (i.e., septic field);
    - 6. Setback measurements;
    - 7. Easements present on the property, including those for utilities;
    - 8. Septic field tile location;
    - 9. Floodplain location, if applicable;
    - 10. Topography lines (2-foot contours);
    - 11. Location of all WTGs and associated equipment; and
    - 12. Location of the electrical disconnect for the WES.
  - 13. Evidence that the local electric utility has been informed of the customer's intent to install a customer-owned WES.
  - 14. Evidence that the site plan has been submitted to the local fire protection district.
  - 15. Evidence that all contact information for site has been provided to Emergency Management.
  - 16. After a review and acceptance of site plan and required information, a building permit authorizing construction shall be issued.

**SECTION 12 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by deleting Wind Farms, both commercial and non commercial, subject to the requirements of 8.004.230 and 8.004.240 Principal Use in the A-2 (Agricultural Production) District:

8.010.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class A-2 District:  
 .08 Wind Farms, both commercial and non-commercial, subject to the requirements of 8.004.230 and 8.004.240

**SECTION 13 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Wind Energy Systems, Commercial, subject to the requirements of 8.004.230 and Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the A-2 (Agricultural Production) District:

8.010.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-2 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .21 Wind Energy Systems, Commercial, subject to the requirements of 8.004.230.  
 .22 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 14 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by deleting Wind Farms, both commercial and non commercial, subject to the requirements of 8.004.230 and 8.004.240 Principal Use in the A-3 (Riverfront and Agricultural Production) District:

8.012.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class A-3 District:  
 .06 Wind Farms, both commercial and non-commercial, subject to the requirements of 8.004.230 and 8.004.240

**SECTION 15 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Wind Energy Systems, Commercial, subject to the requirements of 8.004.230 and Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the A-3 (Riverfront and Agricultural Production) District:

8.012.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-3 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .11 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 16 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the A-4 (Loess Hills) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the A-4 (Loess Hills) District:

8.014.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-4 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .17 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 17 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District:

8.015.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-1 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .12 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 18 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District:

8.015.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-1 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .13 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 19 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the R-2 (Urban Transitional) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the R-2 (Urban Transitional) District:

8.020.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-2 District, when authorized in accordance with the requirements of Chapter 8.096:  
 .11 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 20 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the R-5 (Planned Residential) District:

8.035.030 ACCESSORY USES: The following accessory uses shall be permitted in a Class R-5 District:

- .07 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .08 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 21 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the R-6 (Mobile Home Park Residential) District:

8.040.030 ACCESSORY USES: The following accessory uses shall be permitted in a Class R-6 District:

- .06 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .07 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 22 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the C-1 (Highway Commercial) District:

8.045.030 CONDITIONAL USES: The following conditional uses shall be permitted in a C-1 District, when authorized in accordance with the requirements of Chapter 8.096:

- .06 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 23 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-1 (Highway Commercial) District:

8.045.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class C-1 District:

- .06 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .07 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 24 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the C-2 (General Commercial) District:

8.050.030 CONDITIONAL USES: The following conditional uses shall be permitted in a C-2 District, when authorized in accordance with the requirements of Chapter 8.096:

- .06 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 25 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-2 (General Commercial) District:

8.050.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class C-2 District:

- .06 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .07 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 26 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the C-3 (Commercial Recreational) District:

8.051.030 CONDITIONAL USES: The following conditional uses shall be permitted in a C-3 District, when authorized in accordance with the requirements of Chapter 8.096:

- .08 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 27 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-3 (Commercial Recreational) District:

8.051.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class C-2 District:

- .04 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 28 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the I-1 (Limited Industrial) District:

8.055.030 CONDITIONAL USES: The following conditional uses shall be permitted in I-1 District, when authorized in accordance with the requirements of Chapter 8.096:

- .08 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 29 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the I-1 (Limited Industrial) District:

8.055.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class I-1 District:

- .04 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 30 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the I-2 (General Industrial) District:

- 8.060.030 **CONDITIONAL USES:** The following conditional uses shall be permitted in a I-2 District, when authorized in accordance with the requirements of Chapter 8.096:
- .19 S
    - D. Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 31 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the I-2 (General Industrial) District:

- 8.060.040 **ACCESSORY USES:** The following accessory uses shall be permitted in a Class I-2 District:
- .04 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
  - .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 32 - SEVERABILITY:** That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 33 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED February 27, 2024.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Brian Shea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Scott Belt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED: October 26, 2023  
 PUBLIC HEARING: October 31, 2023  
 FIRST CONSIDERATION: October 31, 2023  
 SECOND CONSIDERATION: February 20, 2024  
 THIRD CONSIDERATION: February 27, 2024  
 PUBLICATION: March 7, 2024  
 RECORD: March 8, 2024

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

**3. OTHER BUSINESS**

Motion by Shea, second by Jorgensen, to approve tax suspension pursuant to Iowa Code Section 427.9, for property located at 742 W Washington Ave, Council Bluffs, Iowa.  
 UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Jorgensen, to approve appointment of Tracy Nosekabel/Environmental Health Coordinator as County Weed Commissioner.  
 UNANIMOUS VOTE. Motion Carried.

Motion made by Belt, second by Shea, to approve and authorize Board to sign **Resolution No. 18-2024** entitled: Resolution for the Destruction of Noxious Weeds.



RESOLUTION NO. 18-2024

RESOLUTION FOR THE DESTRUCTION OF NOXIOUS WEEDS

NOTICE TO ALL PROPERTY OWNERS AND THOSE IN CONTROL THEREOF: You are hereby notified that the Board of Supervisors of Pottawattamie County, Iowa, did on the 27th day of February, 2024, pass the following resolution:

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

- 1. That each person in possession or control of all noxious weeds thereon as defined in this Chapter, at such times each year and in such a manner as shall prevent said weeds from blooming or coming to maturity, and shall keep lands free from such growth of any other weeds, as shall render the streets and highways adjoining said land unsafe for public travel. Noxious weeds shall be controlled, cut or otherwise destroyed between April 1 and November 15, 2024, as is necessary to prevent seed production.

PRIMARY NOXIOUS WEEDS:

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

SECONDARY NOXIOUS WEEDS:

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

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

DATED THIS 27th DAY OF February 2024.

ROLL CALL VOTE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include Susan Miller, Chairperson; Scott Belt; Tim Wichman; Brian Shea; Jeff Jorgensen.



ATTEST: \_\_\_\_\_

Melvyn J. Houser, County Auditor

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

Motion by Shea, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 19-2024** entitled: Resolution for 2220 Bond Series 2020A Debt Fund to 1620 Bond Series 2020A Capital Fund.

**RESOLUTION NO. 19-2024**

**RESOLUTION FOR TRANSFER FROM 2220 BOND SERIES 2020A DEBT FUND TO 1620 BOND SERIES 2020A CAPITAL FUND**

**WHEREAS**, it is desired to transfer money from the 2220 Bond Series 2020A Debt Fund to 1620 Bond Series 2020A Capital Fund; and

**WHEREAS**, said transfers are in accordance with Section 331.432, Code of Iowa.

**NOW THEREFORE BE IT RESOLVED**, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

**SECTION 1:** The sum of \$232,515.90 is ordered to be transferred from 2220 Bond Series 2020A Debt Fund to the 1620 Bond Series 2020A Capital Fund;

**SECTION 2:** The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

**Dated this 27th Day of February, 2024.**

	<b>ROLL CALL VOTE</b>			
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Brian Shea	○	○	○	○
_____ Jeff Jorgensen	○	○	○	○

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Jana Lemrick/Director, Human Resources; Jim Garbina and Kim Gidley/FNIC Group appeared before the Board to discuss and update on FY24/25 employee health insurance.

Discussion only. No action taken.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.

Discussion only. No action taken.

**5. RECEIVED/FILED**

- A. Out of State Travel Notification(s):
  - 1) Medical Examiner – Out of State Travel Notification for Cody Pane.
  - 2) Auditor – Out of State Travel Notification for Melvyn Houser.
  - 3) Veteran Service – Out of State Travel Notifications for Paul Rosenberg and Sam Pettit.
- B. Salary Action(s):
  - 1) Sheriff – Payroll status changes for Kurt Ferguson, Richard Hiatt, and Eric Hempel.
  - 2) Conservation – Payroll status changes for Robert Hladik and Natalie Shaw.
  - 3) WIC – Payroll status change for Kristine Wood.

**6. PUBLIC COMMENTS**

The following individuals appeared before the Board:  
Tim Kealy

**7. CLOSED SESSION**

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

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

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

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

**8. BUDGET STUDY SESSION****9. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:20 P. M

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Susan Miller, Chair

ATTEST:

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Melvyn Houser, County Auditor

APPROVED: February 27, 2024

PUBLISH: X

# **Scheduled Sessions**

# **John Rasmussen/Engineer**

**Final Public Hearing for Honeysuckle Road Special  
Assessment District.**

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve and authorize the Board to sign Resolution No. 21-2024 to Establish Honeysuckle Road Special Assessment District.**

## RESOLUTION NO. 21-2024

### TO ESTABLISH THE HONEYSUCKLE ROAD SPECIAL ASSESSMENT DISTRICT

**WHEREAS** Thirteen of the twenty-five (52%) properties adjoining Honeysuckle Road have petitioned Pottawattamie County to form a Special Assessment District, and

**WHEREAS** the Special Assessment District is described on the petition as “Honeysuckle Road” located on the North line of Section 7 Garner Township, starting at 185<sup>th</sup> Street and continuing East approximately 3500 feet (0.66 miles) to the end of the public road at the West end of the dam, and

**WHEREAS** the proposed improvements to be made are to construct an asphalt stabilized base, tack coat and a seal coat surfacing, and

**WHEREAS** the County Engineer estimated cost of the improvement district to be \$223,253; provided a plat of the proposed district to show the road to be improved, the parcels included in the proposed district and ownership of such lands, and

**WHEREAS** a Public Hearing was held on August 22, 2023 as required by Section 311.11 of the 2023 Code of Iowa and continued until the Final Hearing on March 5, 2024 to receive and consider public comment, and

**WHEREAS** the Board of Supervisors have determined the County will contribute \$101,133 towards the improvement as cost share and the apportionment to the petitioners shall be \$122,120 over 10 years at zero percent interest as a special assessment.

**NOW THEREFORE BE IT RESOLVED** by the Pottawattamie County Board of Supervisors in session this 5<sup>th</sup> day of March 2024 does hereby establish the Honeysuckle Road Special Assessment District for the proposed improvements of Honeysuckle Road, 3500 feet in length, located in Section 7 Garner Township.

The Special Assessment District’s landowners address, property tax description, PIN, and apportionments are as follows:

OWNER	ADDRESS	PROPERTY DESCRIPTION	PIN	TOTAL APPORTIONMENT	ANNUAL PAYMENT
ADKINS, BRANDON J	18606 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 S554.78' OF W208.71' E1/2 SW SE	754306400007	\$3,130.80	\$313.08
ADKINS, DOUGLAS L- PATRICIA A	18763 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 NW NE NE EXC E190' N170'	754307200002	\$3,130.80	\$313.08
ADKINS, DOUGLAS R - JENNIFER L	18861 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 NE NE NE	754307200004	\$5,218.00	\$521.80
BOECKEN, JERRY T- MARLENE V	18599 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 NW NE	754307200001	\$5,218.00	\$521.80
BROWN, SAUNDRA GAYLE	22080 MUDHOLLOW RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 PT S1/2 SE COMM SE COR TH W1763.68' N600.99' E1441.12' SE566.83' S116' TO POB	754306400008	\$1,043.60	\$104.36
CASSON, DANIEL J- JENNIFER G	21291 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	GARNER TWP 5-75-43 PT SW1/4 COMM 1007.92'N & 305.63'NE SW COR TH ELY324.63' NLY230' SE927.11' SLY155'SW640.77' NW1088.14'TO POB (PARCEL C)	754305300004	\$10,436.00	\$1,043.60
CASSON, DANIEL J- JENNIFER G	21291 LAKE HILL LN, COUNCIL	GARNER TWP 5-75-43 PT SW1/4 COMM SW COR TH	754305300005	\$1,043.60	\$104.36

	BLUFFS, IA 51503	N1007.92' NE305.63' SE1088.14' SW557' W552.48' TO POB(PARCEL B)			
DECKER, DUANE C- SHERRY L	18860 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 PT SE1/4 COMM 1149.3'W & 238.77'S OF E1/4 COR TH SLY833.29 SE278.18' E45.22'SE853.23' W1441.12'S71.21' W208.71'N793.16' E821.2' N1075.77' TO POB	754306400006	\$10,436.00	\$1,043.60
FERREL, WARREN J- CELIA C TRUST	16107 LAFAYETTE AVE, OMAHA, NE 68118	LAKE TWP 6-75-43 W1/2 SW SE	754306400005	\$1,043.60	\$104.36
JAGER, AUSTIN L-JAMIE J	18394 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 PT SE SW COMM 737.50'N OF SE COR TH W330' S737.50' W326.78' N1300.03' E655.62' S562.67' OT POB (PARCEL B)	754306300009	\$7,305.20	\$730.52
JOHNSON, BLANCHARD E JR - ELIZABETH M	5703 MERLIN LN, COUNCIL BLUFFS, IA 51501	LAKE TWP 6-75-43 SW SE SW	754306300006	\$9,392.40	\$939.24
KEALY, TIMOTHY E	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 SW NE	754307200006	\$1,043.60	\$104.36
KEALY, TIMOTHY E- NANCY J	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 PT NE NW COMM N1/4 COR S895.05' W203.32' N348.68' NELY305.70' N282.41' E60' TO POB	754307100009	\$5,218.00	\$521.80
LEICK, ANDREW M - DANICA A	7021 S 103RD CIRCLE LAVISTA, NE 68128	GARNER TWP 5-75- 43 PT SW1/4 COMM 329.97'E NW COR TH E1270.02' S487.03' W896.88' NW674.38' TO POB(PARCEL F)	754305300001	\$1,043.60	\$104.36
NEWMAN, TAMI D TRUST	18853 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 E190' N170' NW NE NE	754307200003	\$5,218.00	\$521.80
NIBBE, KEVIN G	18847 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 S1/2 NE NE	754307200005	\$10,436.00	\$1,043.60
REID, RONALD E-JAMIE S	1217 JENNINGS AVE, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 PT NE SE COMM NE COR TH S325' SW1349.5' W45.22' NW278.18' NLY1072.06' E1149.3'TO POB	754306400004	\$1,043.60	\$104.36
RYBIN, JOSHUA	225 S 35TH ST, COUNCIL BLUFFS, IA 51501	LAKE TWP 6-75-43 PT E1/2 SE COMM 116'N SE COR TH NW1420.06' W45.22' NE1349.54' S2192.57' TO POB	754306400009	\$10,436.00	\$1,043.60
SCHLICKBERND, MICHAEL-JERI TRUST	21436 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	GARNER TWP 5-75- 43 PT SW1/4 COMM NW COR TH E329.97' SE674.43' ELY896.88'	754305300002	\$10,436.00	\$1,043.60

		SWLY412.23' WLY558.14' W474.02' SLY616.75' WLY324.63' SW305.63' N1617.64' TO POB (PARCEL E)			
SCHWARTE, GARY A-MAXINE M	18456 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 6-75-43 PT SE SW COMM SE COR TH N737.50' W330' S737.50' E330' TO POB (PARCEL C)	754306300011	\$5,218.00	\$521.80
SEVEN K INC	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 PT E1/2 NW COMM NW COR OF NE NW TH S2638.79' E327.65' N2639.04' W328.35' TO POB (PARCEL 22072)	754307100010	\$1,043.60	\$104.36
SEVEN K INC	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 PT E1/2 NW COMM 328.35'E OF NW COR OF NE NW TH E328.35' S2639.29' W327.65' N2639.04' TO POB (PARCEL 22073)	754307100011	\$1,043.60	\$104.36
SEVEN K INC	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 PT E1/2 NW COMM 327.66'W OF THE CTR OF SECT 7 TH N2639.54' W328.35' S2639.29' E327.65' TO POB (PARCEL 22074)	754307100012	\$1,043.60	\$104.36
SEVEN K INC	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	LAKE TWP 7-75-43 PT E1/2 NW COMM CTR OF SECT 7 TH W327.66' N2639.54' E268.35' S282.79' SW304.95' S348.68' E203.32' S1744.75' TO POB (PARCEL 22075)	754307100013	\$1,043.60	\$104.36
STEFFES, MICHAEL A	21375 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	GARNER TWP 5-75- 43 PT SW1/4 COMM NW COR SE SW TH S48.18' SW245.28' NW927.11' N98.81' NW287.94'E474.02' SE558.14'SLY482.64' TO POB(PARCEL D)	754305300003	\$10,436.00	\$1,043.60

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____ Brian Shea	<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



# **John Rasmussen/Engineer**

**Discussion and/or decision to approve and authorize the  
Chairperson to sign a Right of Way Contract with Gerald  
Casey int the amount of \$4,093.90.**

**CONTRACT**

THIS AGREEMENT Made and entered into this 28<sup>TH</sup> of FEBRUARY, A.D. 2024

By and between Gerald L. Casey

Address 13996 520<sup>th</sup> Street, Griswold, Iowa 51535

of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$4,093.90 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed, or an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 11 Township 74N Range 38W

As shown on plans for Project No. L-2024 Casey Additional Rights of Way as follows:

See attached legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 28<sup>TH</sup> day of FEBRUARY, 2024.

Party of the second part agrees to purchase the above-described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.345 acres at \$11,431.59 per acre	\$3,943.90
Abstract Allowance	<u>\$ 150.00</u>
TOTAL	\$4,093.90

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) Gerald Casey  
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By \_\_\_\_\_, Chairman  
Party of the Second Part





## Legal Description:

A parcel of land located in part of the SW1/4 SW1/4 of Section 11, Township 74 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast corner of the SW1/4 SW1/4 of said Section 11; thence S89°51'00"W along the South line of said SW1/4 SW1/4 a distance of 314.20 feet; thence N00°09'00"W a distance of 25.00 feet to a point on the North right-of-way line of 520<sup>th</sup> Street, said point being the beginning of a circular curve concave Northwesterly and said point being the Point of Beginning; thence Northeasterly along said curve whose radius is 259.00 feet, whose arc length is 411.64 feet and whose chord bears N44°19'07"E a distance of 369.66 feet to a point on the West right-of-way line of 520<sup>th</sup> Street; thence following said West right-of-way line S01°12'47"E a distance of 263.85 feet to a point intersecting the North right-of-way line of 520<sup>th</sup> Street; thence along said North right-of-way line S89°51'00"W a distance of 263.85 feet to the Point of Beginning. Said parcel contains 0.345 acres, more or less.

Note: The South line of the SW1/4 SW1/4 of said Section 11 is assumed to bear S89°51'00"W for this description.

# **John Rasmussen/Engineer**

**Award the tied L-2022-(Dumfries) – 73-78 and L-2022-(240<sup>th</sup>) – 73-78 projects to Peterson Contractors Inc.**

# **Jason Slack/Director, Buildings and Grounds**

**Discussion and/or decision to award bid to construct a  
Jail Maintenance Building.**

## Pottawattamie County Jail Maintenance Building

<b>Olson Brothers Construction</b>	<b>BKM Construction</b>	<b>Cormaci Construction</b>
Bid Bond Attached ✓	Bid Bond Attached ✓	Check for 5% enclosed
Addendum #1-3 Acknowledged	Addendum #1-3 Acknowledged	Addendum #1-3 Acknowledged
<b>Lump Sum Base Bid</b>	<b>Lump Sum Base Bid</b>	<b>Lump Sum Base Bid</b>
<b>\$388,773.00</b>	<b>\$367,276.00</b>	<b>\$344,282.00</b>
Days to completion <b>210</b>	Days to completion <b>60</b>	Days to completion <b>120</b>
Engineering fees:	\$44,000.00	
<b>TOTAL PROJECTED COST:</b>	<b>\$388,282.00</b>	

BID PROPOSAL

TO: **Pottawattamie County Board of Supervisors**  
227 South 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

PROJECT: **Pottawattamie County Jail Storage Building**

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5<sup>th</sup> Avenue, Council Bluffs, Iowa 51501, dated January 31, 2024, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

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

ADDENDA NO.	DATED
<u>1</u>	<u>2-2-24</u>
<u>2</u>	<u>2-14-24</u>
<u>3</u>	<u>2-16-24</u>

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

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

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

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

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



1 The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or  
2 furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall  
3 automatically bar Undersigned from any further consideration and terminate any and all rights  
4 Undersigned may have acquired in, by, or through this Bid or Proposal.  
5

6 No bidder may withdraw their proposal within 60 days after the bid opening.  
7

8 The earliest completion date is very important to the Owner. The Undersigned agrees that the  
9 work can begin immediately and that the project be complete within 120 calendar days  
10 from receipt of contract.  
11

12  
13 TOTAL LUMP SUM BASE BID:

14  
15 Three Hundred Forty Four Thousand Two Hundred Eighty Two Dollars

16  
17 (\$ 344,282.00 )  
18

19 (The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any  
20 other manner.)  
21

22  
23 VOLUNTARY SUBSTITUTIONS

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

34 *Signature page to follow...*

1 IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be  
2 affixed by a duly authorized (Officer, Partner, Owner), this 21st day of February, 2024.  
3  
4

5 FIRM NAME: Cormaci Construction Inc.  
6

7 MAILING ADDRESS: 1105 S 24 St  
8

9 Omaha, NE 68108  
10

11 TELEPHONE: 402-706-3510  
12

13 BY:   
14

15 Jack Cormaci  
16

(Printed name)

17 President  
18

(Title)

**Jamie Petersen/Coordinator,**  
**GIS**

**Discussion and/or decision to approve and authorize Board Chairperson to sign Agreement with MAPA to obtain digital map products (aerial photography).**

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**AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND POTTAWATTAMIE COUNTY, IOWA, TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION**

THIS AGREEMENT made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Pottawattamie County (hereinafter called Buyer).

WITNESSETH:

WHEREAS, MAPA and a group of local governments and political subdivisions from Eastern Nebraska and Western Iowa, informally formed as the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter referred to as NIROC) have mutually agreed that all parties of NIROC would benefit financially from a combined procurement from a single vendor for certain mapping products desired by each party.

WHEREAS, NIROC and MAPA officials have further determined that the mutual sharing of all products obtained under this Agreement, as well as other non-proprietary digital data already owned, benefits all NIROC members.

NOW, THEREFORE, the parties do agree that:

I.

PURPOSE

The purpose of this Agreement is to provide for the funding and administration of a Mapping Project (hereinafter called Project), the scope of which is outlined in Section II. Scope of Deliverables, below. The Project shall be undertaken and administered by MAPA for professional aerial mapping products and services from Pictometry International Corp, dba EagleView (hereinafter called Subcontractor), which is recognized to have expertise in the field of aerial photography for mapping. MAPA shall enter into a subcontract with Subcontractor for completion of the necessary work and delivery of products and services to Buyer.

II.

SCOPE OF DELIVERABLES

The scope of deliverables pursuant to this Agreement shall include the service of subcontracting to obtain aerial photography products and services on behalf of Buyer in calendar year 2024, and the subsequent delivery of these products and services to Buyer. MAPA may direct Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to Buyer shall be the same as are identified in the subcontract with the Subcontractor, summarized herein as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

MAPA and Buyer may mutually by formal amendment to this Agreement modify deliverables, but prior to amendment, MAPA shall first confirm with Subcontractor that such modification is allowable under the terms of the subcontract and what, if any, cost shall be incurred by MAPA for such modification. Buyer shall be responsible for payment in full for all deliverables that must remain in the subcontract and for any costs incurred by MAPA from Subcontractor for successful modification of deliverables.

### III.

#### SUBCONTRACTOR PROVISIONS

Buyer agrees to all provisions of the subcontract with Subcontractor that apply to “Authorized Users,” which is a term in the subcontract used primarily to identify and govern intellectual property usage by MAPA and Buyer. The complete subcontract with Subcontractor is attached as **Exhibit 2 - Eagleview Master Services Agreement**, and all of its provisions for “Authorized Users” are passed through to Buyer and enforceable in this Agreement.

### IV.

#### FEES, RECORDS, PAYMENT

MAPA shall make payment in accordance with the terms of its subcontract with Subcontractor. Upon confirmation of deliverables, MAPA shall transfer access to Buyer and record progress of delivery toward completion of the Scope of Deliverables. MAPA shall make available to Buyer upon request an accounting of Project billings and payments.

Buyer shall pay MAPA a total amount of **\$348,900.00** as compensation for completion of the Scope of Deliverables in this Agreement, which shall be considered complete upon Buyer’s receipt of all products attributed to Buyer in Exhibit 1. Buyer may pay in full by July 31, 2024, or in as many as three installments of \$151,650.00, due on July 31, 2024, \$151,650.00, due on July 31, 2025, and \$45,600.00, due on July 31, 2026.

### V.

#### FUTURE PROJECTS

MAPA has entered into a multiyear subcontract with Subcontractor for the purpose of obtaining lower pricing for future mapping products. Buyer hereby acknowledges its general intent to procure mapping products through the Project for the duration of MAPA’s subcontract with Subcontractor, and MAPA and Buyer may enter into future agreements by the end of each calendar year to confirm product deliverables for the subsequent calendar year.

### VI.

#### ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. MAPA may withhold payment if Subcontractor has not delivered the products or services for which the billing has been made, or if deliverables are not within the approved Scope of Deliverables, and MAPA shall reduce the amount due from Buyer for products and services not delivered in accordance with this Agreement.

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VII.  
DURATION

This Agreement shall be made effective as of the latest date of signature of the parties and remain in full force and effective until Buyer has made payment in full for all delivered products and services itemized in Exhibit 1, and as may be amended.

VIII.  
NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.  
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

XIII.  
SEVERABILITY CLAUSE

It is understood and agreed by all parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to invalid.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

**OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: MICHAEL HELGERSON

PRINT NAME: \_\_\_\_\_

Position: EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**POTTAWATTAMIE COUNTY**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Position: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT 1 - NIROC DELIVERABLES

Imagery Products (per square mile)	Unit Costs	
	Single Flight or Biennial Flights	Annual Flight
0		
1" Standard Ortho/Oblique	\$ 600.00	\$ 540.00
3" Standard Ortho/Oblique	\$ 345.00	\$ 325.00
6" Standard Ortho/Oblique	\$ 120.00	\$ 120.00
3" Certified Ortho/Oblique	\$ 395.00	\$ 375.00
6" Certified Ortho/Oblique	\$ 160.00	\$ 160.00
3" Certified Ortho Only	\$ 200.00	\$ 200.00
6" Certified Ortho Only	\$ 75.00	\$ 75.00
3" Standard Frequent Ortho (3 Band)*	\$ 50.00	\$ 50.00
3" Standard Frequent Ortho (4 Band)*	\$ 70.00	\$ 70.00

Software and Derivative Products	Unit Costs	
Building Outlines	\$ 0.35	\$ -
Change Analysis	\$ 0.40	\$ -
BOC and CD	\$ 0.75	\$ -
3D Mesh (3" GSD)	\$ 250.00	per square mile
3D Mesh (1" GSD)	\$ 3,500.00	per square mile
Connect Software	\$ 1,650.00	annual per user
Connect View API	\$	included
Connect ImageService	\$	included
Disaster Response Program	\$	included

\*Frequent ortho is flown at a higher altitude (13,000') than our standard products. This product is intended as a supplemental capture in addition to or in between regular flight captures.

Yearly Deliverables

2024 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost		Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372									
--Douglas County Share			\$ 34,484							\$ 1,650	\$ 36,134.00
--City of Omaha Share			\$ 119,901								\$ 119,901.00
--Omaha Airport Authority			\$ 15,000								\$ 15,000.00
--MUD Share			\$ 7,268								\$ 7,268.00
--Papio-Missouri NRD Share			\$ 24,227								\$ 24,227.00
Sarpy (Annual)	1" Standard Annual	279									
--Sarpy County Share			\$ 127,038							\$ 1,650	\$ 128,688.00
--MUD Share			\$ 5,451								\$ 5,451.00
--Papio-Missouri NRD Share			\$ 18,171								\$ 18,171.00
Pottawattamie (Annual)	3" Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3" Certified Single	243	\$ 95,985	3" Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3" Standard Single	239	\$ 82,455	6" Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)	3" Standard Single	56	\$ 19,320	6" Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)	3" Standard Single	54		6" Standard Single	370						
--Washington County Share			\$ 15,709			\$ 37,438	Building Outlines	13,000	\$ 4,550	\$ 1,650	\$ 59,347.00
--MUD Share			\$ 674			\$ 1,607					\$ 2,281.00
--Papio-Missouri NRD Share			\$ 2,247			\$ 5,355					\$ 7,602.00
Lower Platte South NRD (Biennial)	6" Cert. Ortho Single	302	\$ 22,650								\$ 22,650.00
								<b>2024 Deliverables Total Cost:</b>		<b>\$</b>	<b>1,363,182</b>



CUSTOMER NAME: Omaha-Council Bluffs Metropolitan Area Planning Agency  
Attn: Josh Corrigan, GIS Coordinator  
CUSTOMER ADDRESS: 2222 Cuming Street  
Omaha, Nebraska 68102  
CUSTOMER PHONE: (402) 444-6866  
CUSTOMER E-MAIL: [jcorrigan@mapacog.org](mailto:jcorrigan@mapacog.org)  
CUSTOMER ID: A1254144  
AGREEMENT #: LC-10004848

### **MASTER SERVICES AGREEMENT**

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

### **GENERAL TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

**1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

**1.2. “Activation”** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

**1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

**1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.



- 1.5. **“Delivery”** and its word forms mean taking possession by one Party from the other Party, as confirmed by digital means, a professional courier service or by recorded or electronic correspondence from the receiving Party, whichever is sooner.
- 1.6. **“Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.
- 1.7. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) delivered as identified in an Order Form or an invoice issued by EagleView.
- 1.8. **“Image Capture”** means the photographic recording of the earth from an aerial vantage.
- 1.9. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.
- 1.10. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.
- 1.11. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.
- 1.12. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.
- 1.13. **“Refresh”** means the recurrence of image capture and corresponding recurring delivery to Customer of all Products and/or Services indicated on an Order Form at a frequency indicated on the Order Form, and until the expiration of the term of the Order Form.

## 2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

- 2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer and its Authorized Users the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer and its Authorized Users under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.
- 2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:
  - 2.2.1. Customer and its Authorized Users shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.
  - 2.2.2. Customer and its Authorized Users will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create



derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)' and/or Service(s)' technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

**2.2.3.** Customer and its Authorized Users will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

**2.2.4.** EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

**2.3. Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

**2.4. Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

### **3. PAYMENT**

**3.1. Fees.** Fees shall be identified in Order Forms, the first of which is annexed hereto as Exhibit "A" and made a part hereof by reference. For reference purposes, itemized pricing details is annexed hereto as "Exhibit "B". Customer shall pay the Fees within sixty (60) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

**3.2. Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services by providing notice to Customer no later than one hundred and eighty (180) days after the previous delivery of the Product and/or Service to be adjusted.

**3.3. Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer,



Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

#### 4. TERM AND TERMINATION

**4.1. Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will expire upon completion of the duration stated on the Order Form (“Term”). After expiration of the Term, Customer shall not have any access to content, Product(s) or Service(s).

**4.2. Termination.** Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to Customer. In the event of suspension due to Customer’s material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

**4.3. Termination for Convenience.** In the event Customer wishes to terminate the Agreement for any reason or to make changes to any product quantities outlined in the Order Form, Customer will have the authority to terminate the Agreement upon written notice to EagleView no later than one hundred twenty (120) days prior to the next scheduled date of image capture or amend the quantities of the Products and/or Services to be provided upon written notice to EagleView no later than thirty (30) days prior to the next scheduled date of image capture, with such modification subject to the mutual consent of the parties and effective through an Amendment executed by the parties.

**4.4. Effect of Termination on Fees: EagleView Breach.** In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

**4.5. Effect of Termination on Fees: Customer Breach.** In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

**4.6. Survival.** Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

#### 5. CONFIDENTIALITY

**5.1. Obligations.** Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2. Required Disclosure.** The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

#### 6. WARRANTIES

**6.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

**6.2. EagleView Warranty.** EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

**6.3. Disclaimer.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

## 7. INDEMNIFICATION

**7.1. EagleView Indemnification.** EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

**7.2. Remedies.** In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

**7.3. Customer Indemnification.** Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

## 8. LIMITATION OF LIABILITY



**8.1. Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2. Limitation of Liability.** EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

## 9. GENERAL PROVISIONS

**9.1. Export Laws.** The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

**9.2. No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

**9.3. Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

**9.4. Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

**9.5. Security of Confidential Information.** Annexed hereto as Exhibit "C" and made a part hereof by reference are EagleView's assurances for securing Customer's Confidential Information.

**9.6. Security Assessment.** Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

**9.7. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.



**9.8. Governing Law.** The Parties to this Agreement shall conform with all existing and applicable federal laws and state laws of Nebraska, as well as applicable rules and regulations. The Parties agree that Nebraska law will govern the terms and the performance under this Agreement. For purposes of this Agreement, EagleView consents to the personal jurisdiction and venue of the state and federal courts located in Nebraska, which shall have exclusive jurisdiction over the terms of this Agreement.

**9.9. Drug Policy.** The Parties certify that they maintain a drug free work place environment to ensure worker safety and workplace integrity and agree to provide a copy of their drug free workplace policy at any time upon the requests of the City.

**9.10. New Employee Work Eligibility Status.** EagleView is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**9.11. Nondiscrimination.** EagleView shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

**9.12. Equal Employment Opportunity Clause.** Annexed hereto as Exhibit "D" and made a part hereof by reference are the equal employment provisions of this contract. All reference in Exhibit "D" to "Contractor" shall mean "EagleView." Refusal by the EagleView to comply with any portion of this program as therein stated and described will subject the offending party to contract termination for cause.

**9.13. Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

**9.14. Notices.** Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website ([www.eagleview.com](http://www.eagleview.com)) or e-mailed to the Customer's Account administrator(s).

**9.15. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

**9.16. Entire Agreement.** This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or



modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

**Pictometry International Corp. dba EagleView**

**Customer**

By: Robert Locke  
Robert Locke (Dec 15, 2023 14:52 EST)

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 13:50 CST)

Name: Robert Locke

Name: Michael Helgerson

Title: President

Title: Executive Director

Date: Dec 15, 2023

Date: Dec 15, 2023





**EXHIBIT A**

**ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): 12/15/2023

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10004848

<b>BILL TO</b>
Metropolitan Area Planning Agency
Josh Corrigan, GIS Coordinator
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>SHIP TO</b>
Metropolitan Area Planning Agency
Josh Corrigan, GIS Coordinator
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1254144	Ryan Poots	Annual

MILLS COUNTY, IA				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
56	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 3-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$19,320.00
407	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 6in</li> <li>Refresh Frequency: 3-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$120.00	\$48,840.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional	\$1,650.00	\$1,650.00

		project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.		
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

<b>POTTAWATTAMIE COUNTY, IA</b>				
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>AMOUNT</b>
1002	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$325.00	\$325,650.00
1002	EagleView Cloud - Imagery - Frequent Ortho	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year: 2025</li> </ul>	\$50.00	\$50,100
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
54000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the	\$0.40	\$21,600.00

		customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>• Refresh Frequency: 2-Year Refresh</li> </ul>		
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

SARPY COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
279	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 1in</li> <li>• Refresh Frequency: 4-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$540.00	\$150,660.00
279	EagleView Cloud - Imagery - Frequent Ortho	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Four Band Upgrade: Yes</li> <li>• Start Year: 2025</li> </ul>	\$70.00	\$19,530.00
279	EagleView Cloud - Imagery - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 3in</li> </ul>	\$375.00	\$104,625.00

		<ul style="list-style-type: none"> <li>Refresh Frequency: 1-Year Refresh</li> <li>Certified Orthomosaic Upgrade: Yes</li> <li>Start Year: 2026</li> <li>End Year: 2026</li> </ul>		
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (“Transferred Deliverables”). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one year from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

WASHINGTON COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
54	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 4-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$18,630.00
370	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season	\$120.00	\$44,400.00

		<p>subject to weather and airspace permissions. Services term commences on date of activation.</p> <ul style="list-style-type: none"> <li>• GSD: 6in</li> <li>• Refresh Frequency: 4-Year Refresh</li> <li>• Start Year: 2024</li> </ul>		
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (“Transferred Deliverables”). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one year from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
13000	EagleView Cloud - Building Outlines	<p>Building outlines are created from the most-nadir single-frame orthogonal image in a specified, EagleView imagery source. EagleView delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All EagleView imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production.</p> <ul style="list-style-type: none"> <li>• First Imagery Refresh Only</li> </ul>	\$0.35	\$4,550.00
13000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <ul style="list-style-type: none"> <li>• Second Imagery Refresh through end of agreement</li> </ul>	\$0.40	\$5,200.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00

1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

<b>DOUGLAS COUNTY, NE</b>				
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>AMOUNT</b>
372	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 1in</li> <li>• Refresh Frequency: 1-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$540.00	\$200,880.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00



CASS COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
239	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 3in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$345.00	\$82,455.00
362	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>GSD: 6in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$120.00	\$43,440.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (“Transferred Deliverables”). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
20780	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>Refresh Frequency: 2-Year Refresh</li> </ul>	\$0.40	\$8,312.00
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00

1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

LANCASTER COUNTY, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
243	EagleView Cloud - Imagery - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Certified Orthomosaic Upgrade: Yes</li> <li>• Start Year: 2024</li> </ul>	\$395.00	\$95,985.00
628	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 3in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year: 2024</li> </ul>	\$345.00	\$216,660.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00	\$0.00
119000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if	\$0.40	\$47,600.00





		licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> <li>Refresh Frequency: 2-Year Refresh</li> </ul>		
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$1,650.00	\$1,650.00
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	\$0.00	\$0.00
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0.00	\$0.00
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0.00	\$0.00
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0.00	\$0.00
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0.00	\$0.00

**FEES**

First Year - 2024

Due Net 60 from Date of Invoice after Delivery \$1,340,532.00

Second Year - 2025

Due Net 60 from Date of Invoice after Delivery \$282,060.00

Third Year - 2026

Due Net 60 from Date of Invoice after Delivery \$1,158,757.00

Fourth Year - 2027

Due Net 60 from Date of Invoice after Delivery \$350,220.00

Fifth Year - 2028

Due Net 60 from Date of Invoice after Delivery \$1,273,022.00

Sixth Year - 2029

Due Net 60 from Date of Invoice after Delivery \$282,060.00

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due



under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

**PRODUCT PARAMETERS**

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

**Orthogonal Imagery Specifications:**

Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent orthos or sheets; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Building Lean	An effort should be made to eliminate significant building lean across the entire project area. This will be especially necessary for taller buildings in and around the Downtown Omaha and Lincoln areas. The Vendor should provide technical documentation of how their products address this specification.

Projection/Coordinate System	<ul style="list-style-type: none"> <li>Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>Nebraska areas (minus Douglas, Sarpy, and Lancaster County) - Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>
Ortho Tiling Grid	Ortho image tiles should follow a uniform grid size with each tile roughly the size of a land section (5280 x 5280 ft)
Ortho Tile Format	Ortho image tiles should be in a format as specified by each jurisdiction such as JPEG (with .jpg) or GEOTIFF; tile naming will be agreed upon during final scope of work discussions
Ortho Tile Naming	Ortho image tiles should be named using an agreed upon file naming convention. Tile names should include a unique location identifier.
Ortho Accuracy Standard	<p>Per Nov 2014 ASPRS Positional Accuracy Standards: 3” GSD ortho imagery will require a Horizontal Accuracy Class RMSE of 15.00 cm and be subject to the current ASPRS digital orthoimagery standard for Standard Mapping and GIS Work (reference <a href="http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf">http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf</a>)</p> <p>To be replaced by ASPRS Positional Accuracy Standard, 2nd Edition once this takes effect.</p> <p>* Douglas County will accept ortho imagery products that do not specifically meet ASPRS standards, but will be subject to the County’s internal quality control measures and will require the contractor to provide a published standard of their ortho imagery product.</p>
No Data	Any area within a deliverable ortho image that has no imagery is to be assigned a "No Data" RGB value of 0,0,0 or 255,255,255. Only one of these RGB values is to be used across all project tiles.

**Oblique Imagery Specifications:**

Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent images; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Projection/Coordinate System	<ul style="list-style-type: none"> <li>Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>Nebraska areas (minus Douglas, Sarpy, and Lancaster County) -Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>



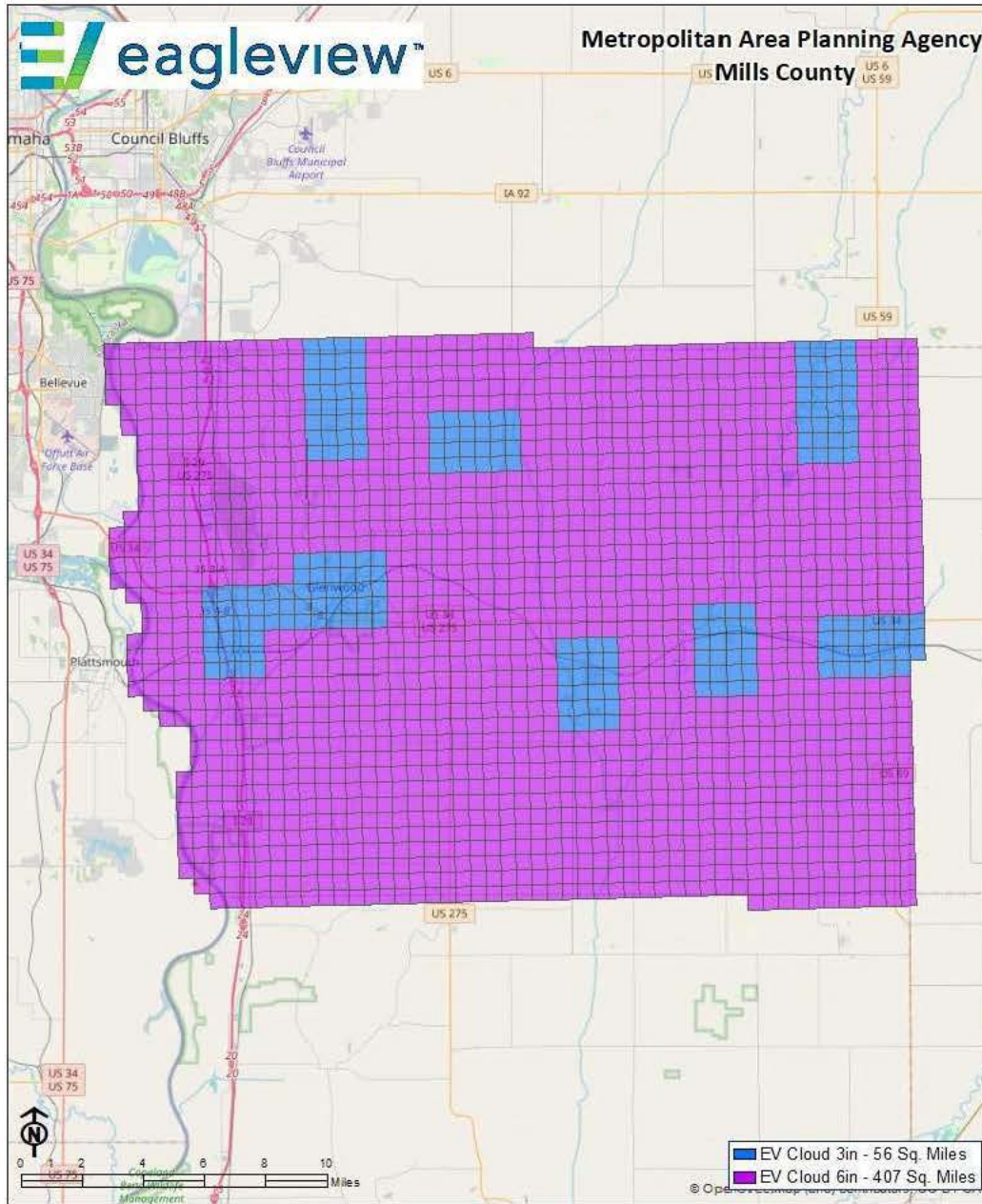
### **Transferred Deliverables**

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner and share with its Authorized Users, as identified herein this Order Form without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.

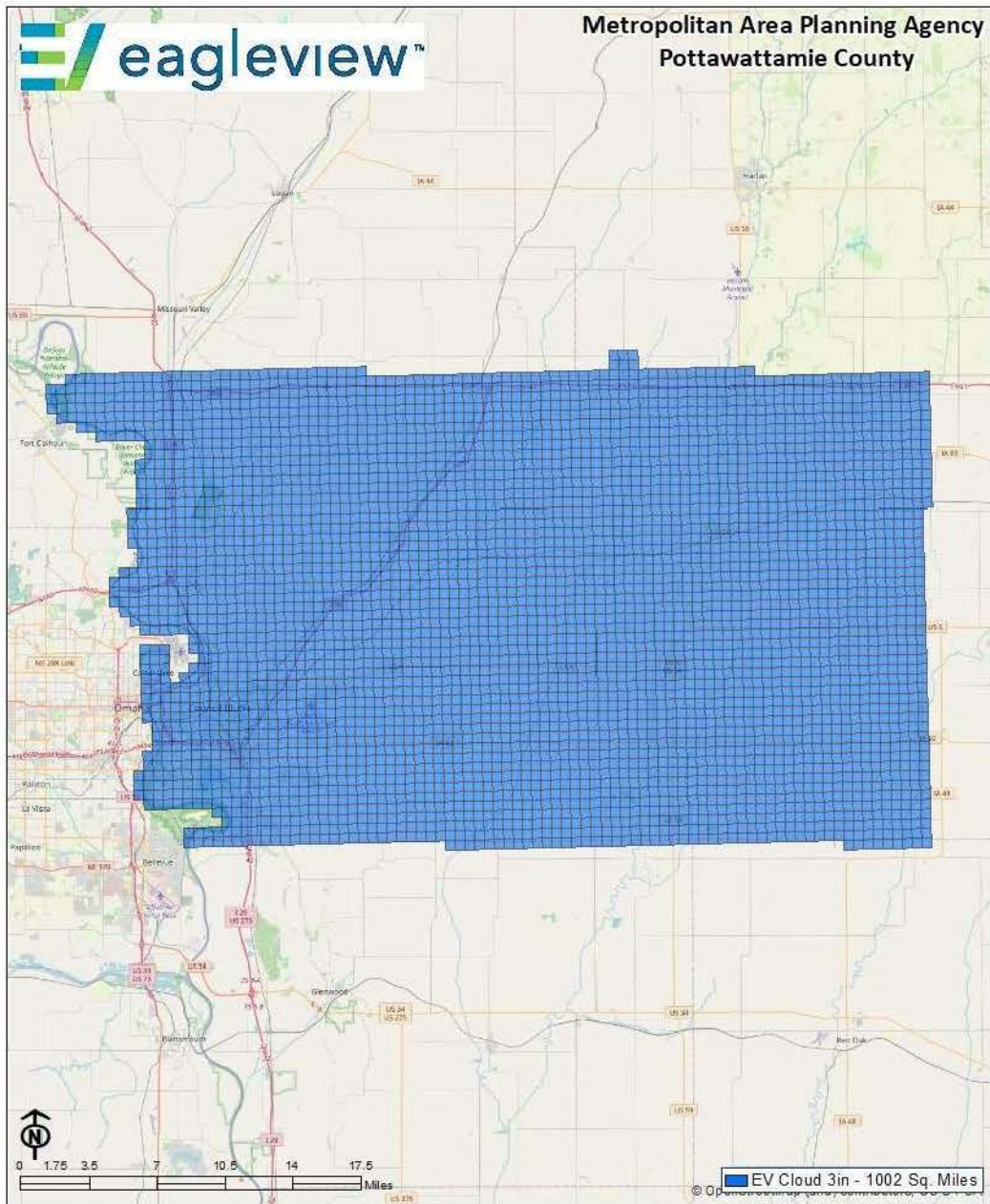
### **Participating Counties**

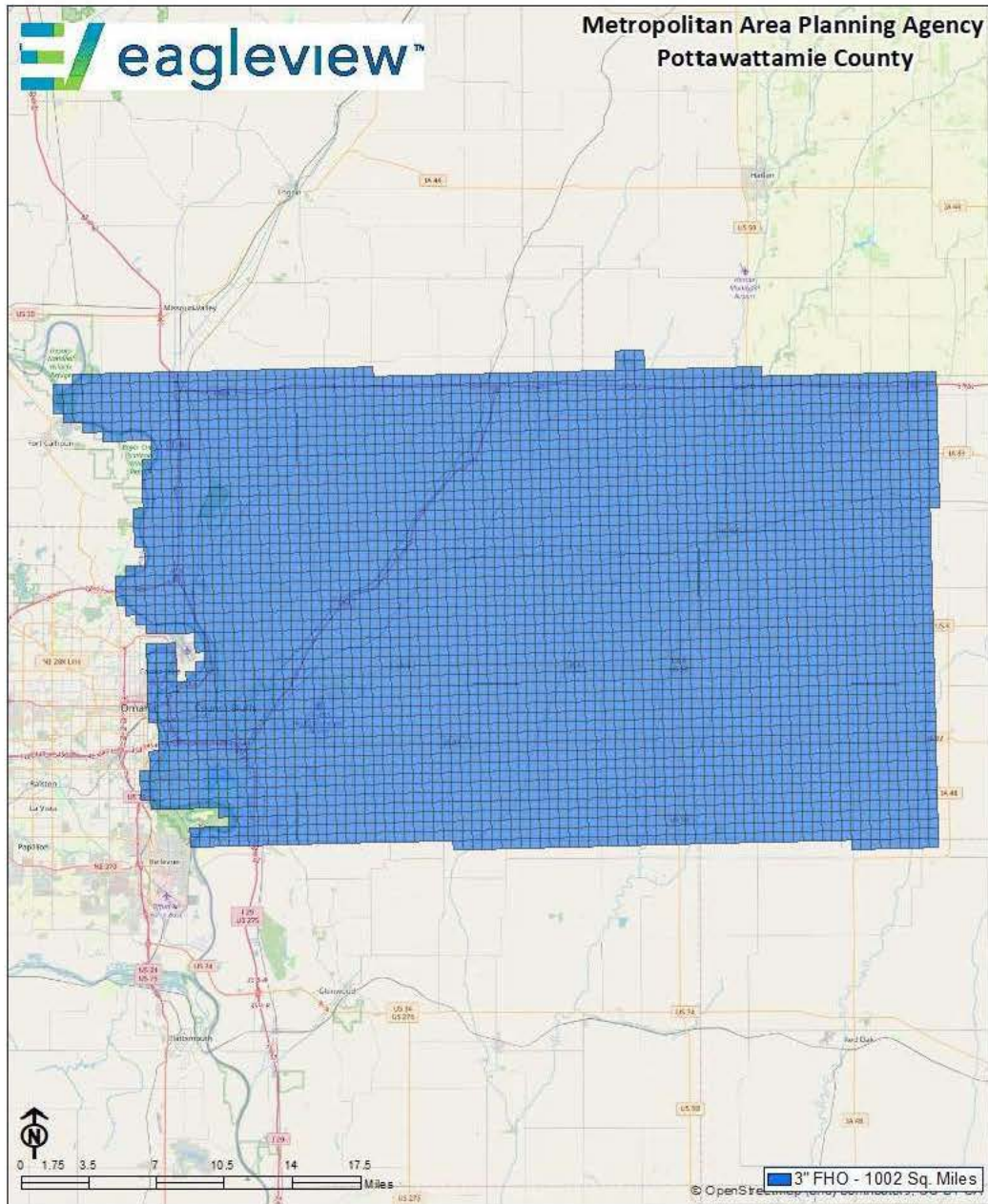
The following entities and their official representatives shall be Authorized Users, and are bound by the terms of this Agreement: Omaha-Council Bluffs Metropolitan Area Planning Agency, Mills County, IA, Pottawattamie County, IA, Sarpy County, NE, Washington County, NE, Douglas County, NE, Cass County, NE, and Lancaster County, NE.

AOI(S)



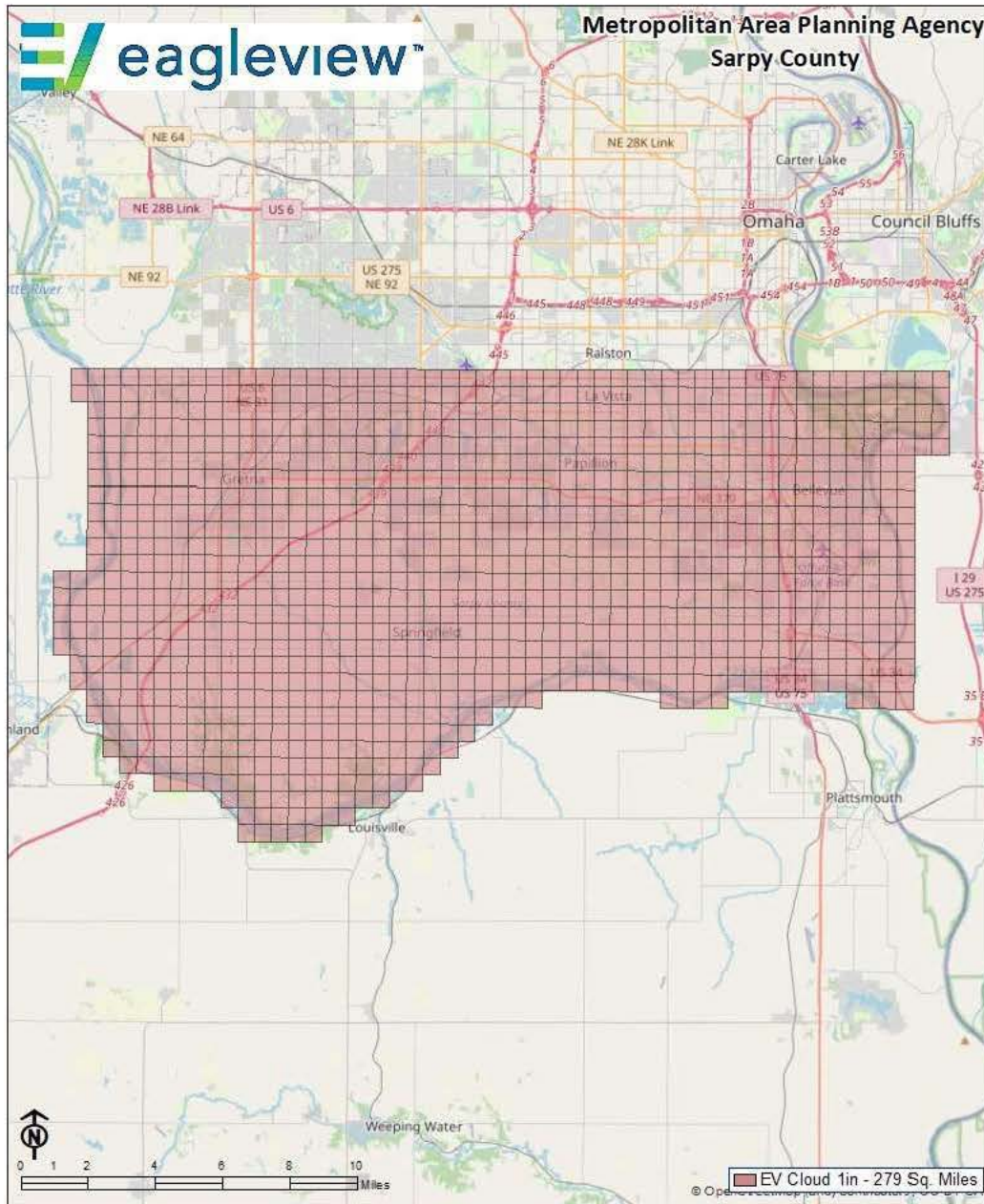






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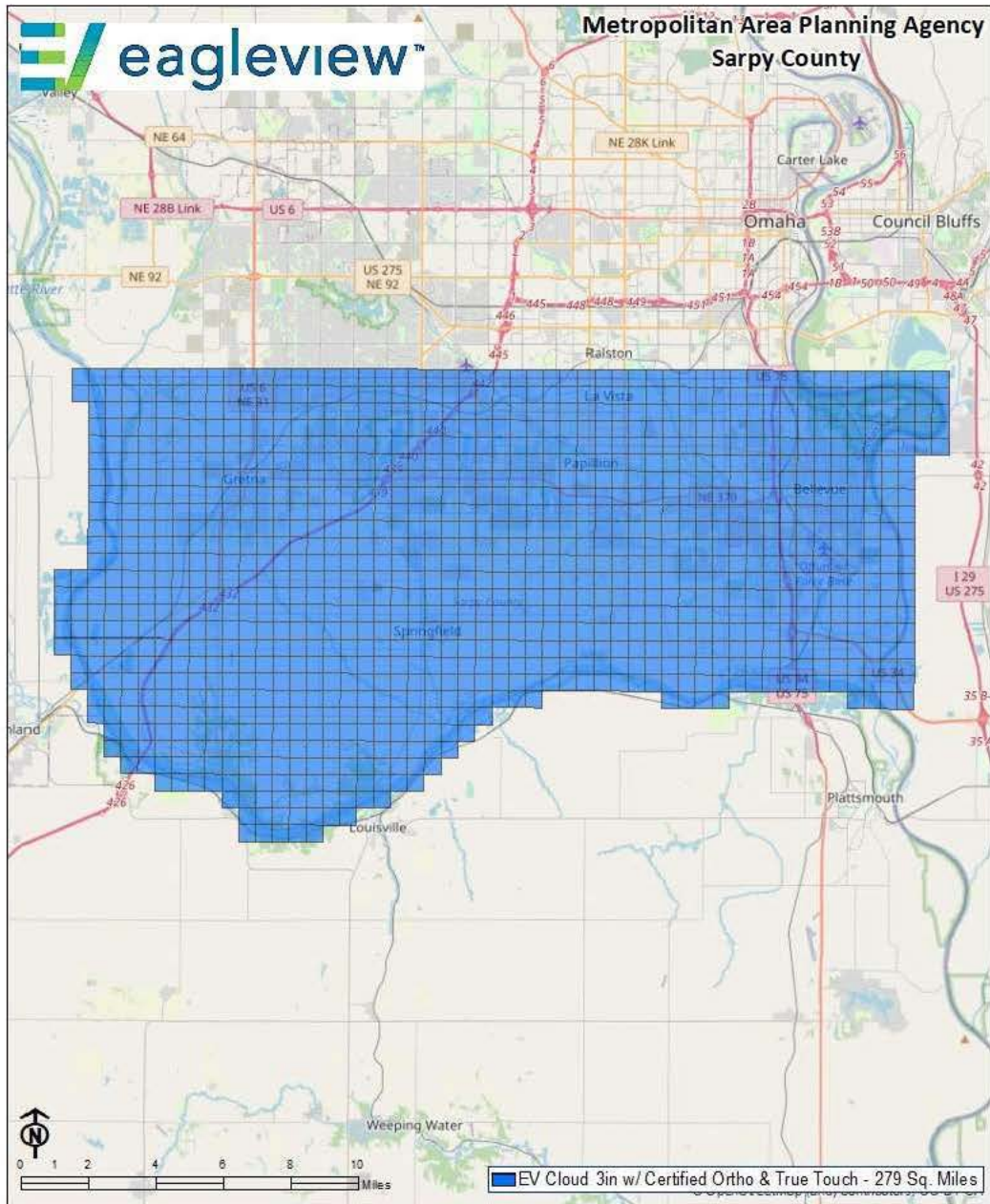




Contains information from OpenStreetMap, which is made available here under the Open Database License (ODBL). [openstreetmap.org/copyright](https://openstreetmap.org/copyright)

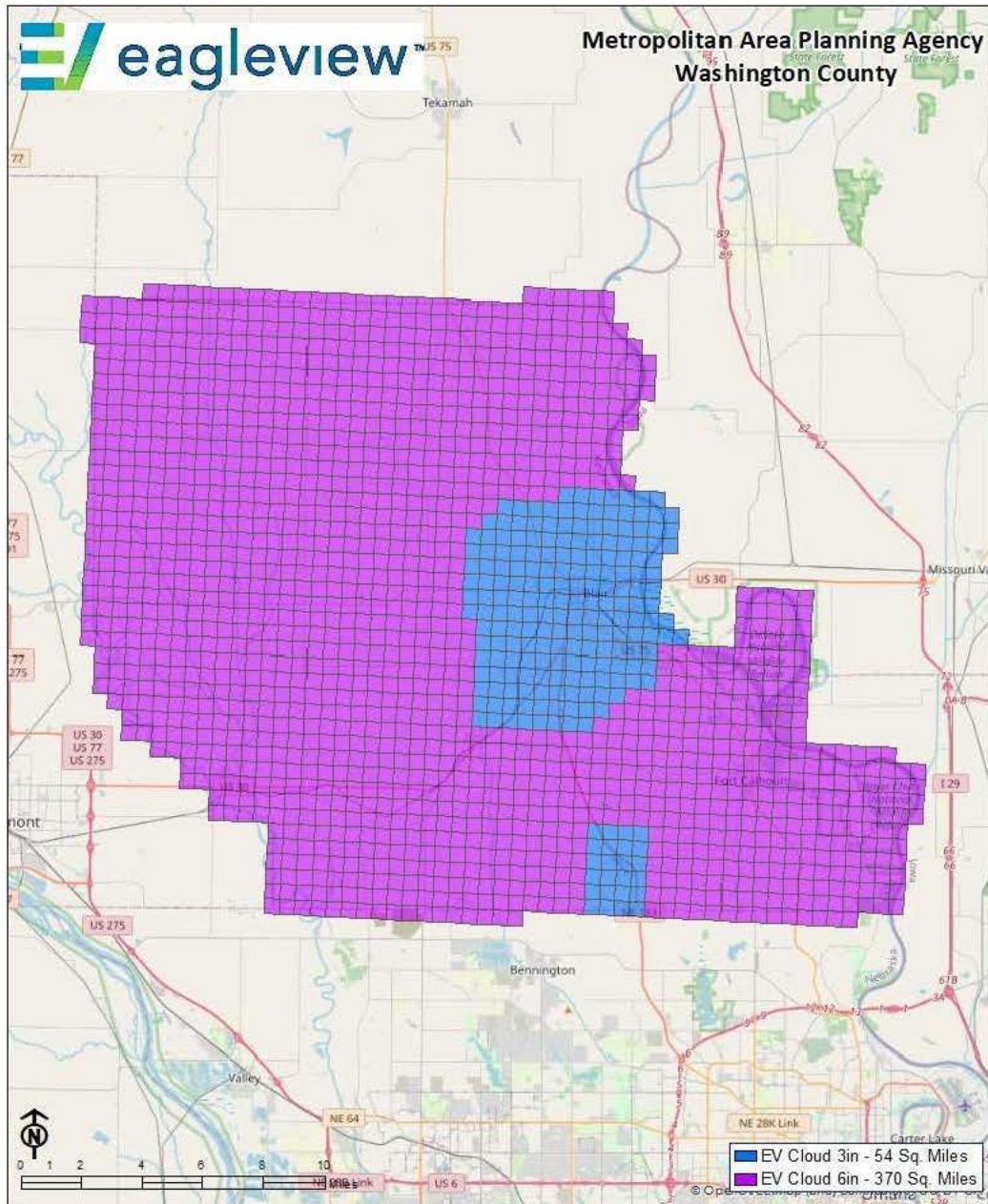


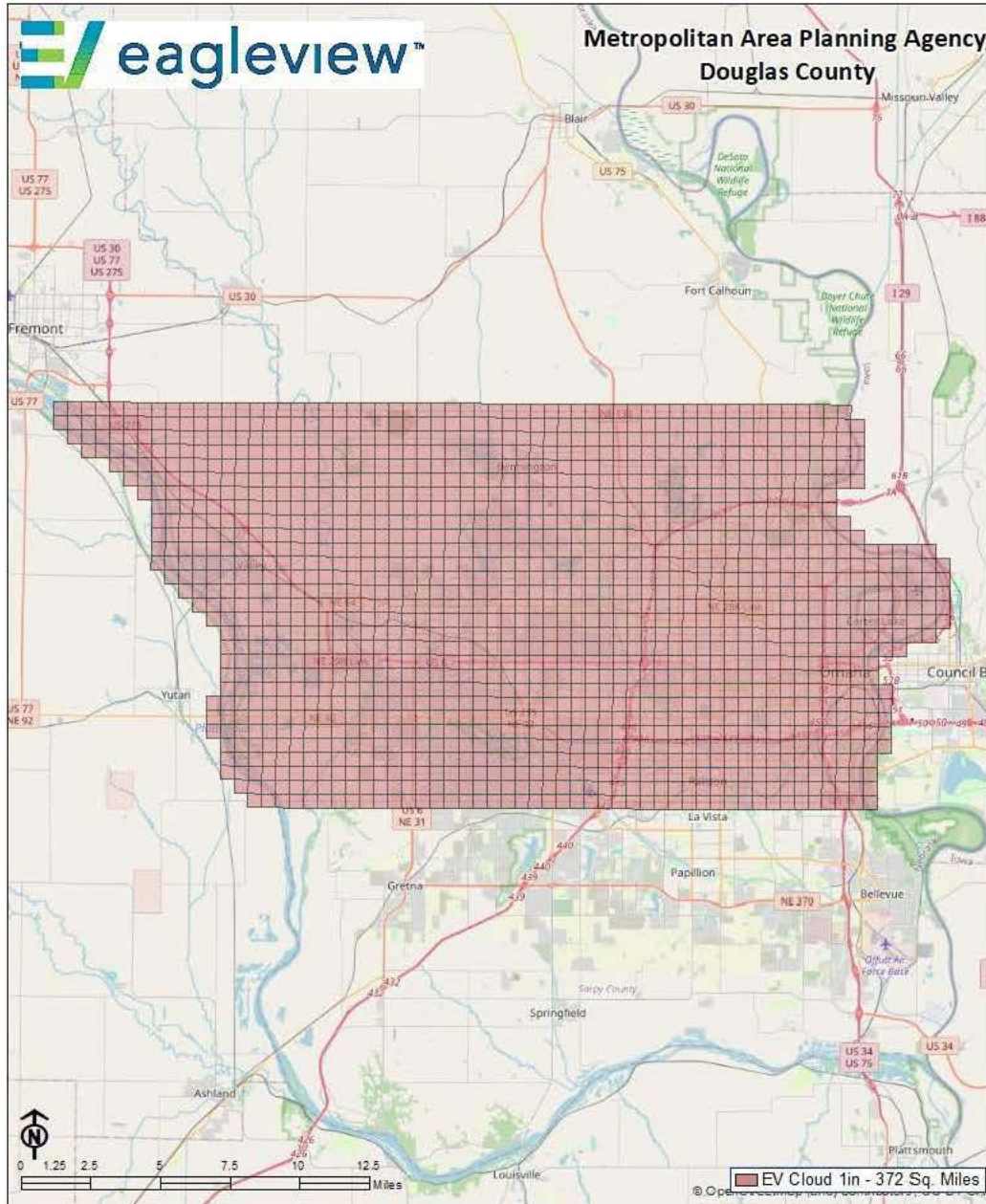




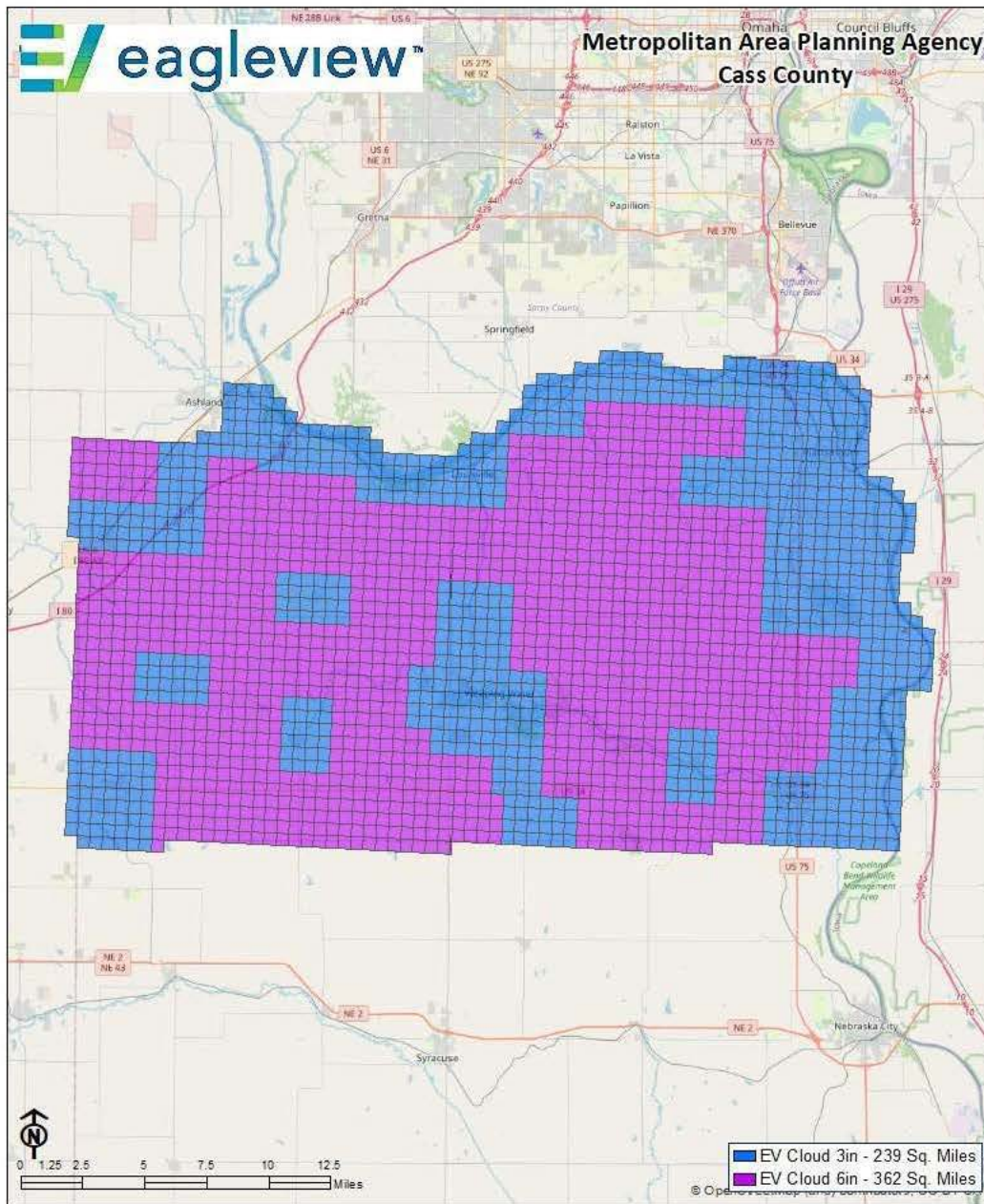
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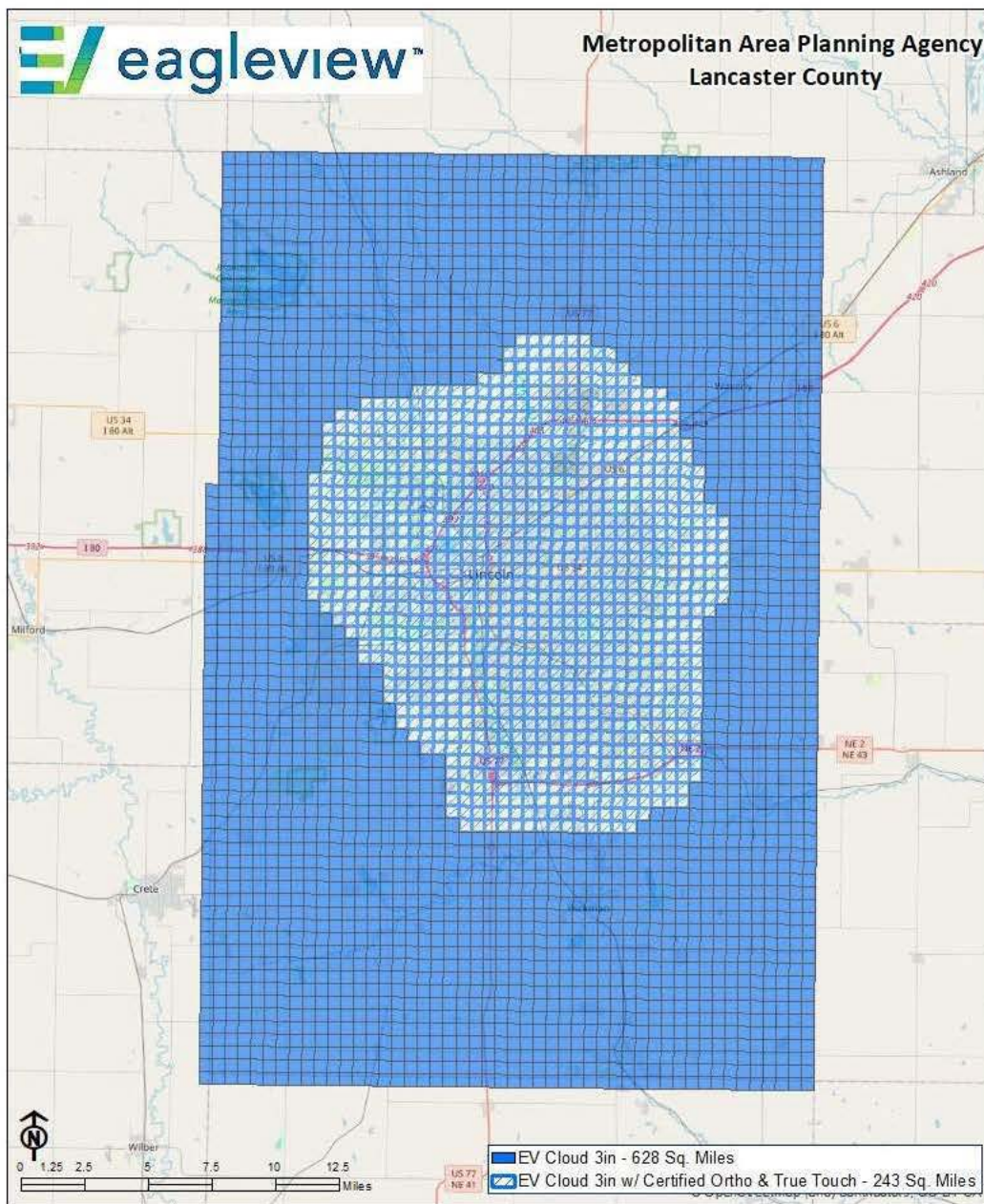








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[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.



Pictometry International Corp. dba EagleView

By: Robert Locke  
Robert Locke (Dec 15, 2023 14:52 EST)

Name: Robert Locke

Title: President

Date: Dec 15, 2023

Customer

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 13:50 CST)

Name: Michael Helgerson

Title: Executive Director

Date: Dec 15, 2023





**ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): 12/15/2023

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10004848

<b>BILL TO</b>
Metropolitan Area Planning Agency
Josh Corrigan
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>SHIP TO</b>
Metropolitan Area Planning Agency
Josh Corrigan
2222 Cuming Street
Omaha, Nebraska 68102
(402) 444-6866
jcorrigan@mapacog.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1254144	Ryan Poots	Annual

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, NE				
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	AMOUNT
302	EagleView Cloud - Imagery - Additional Ortho	Provides entitlement to additional ortho only imagery refreshes at the GSD and frequency specified. <ul style="list-style-type: none"> <li>GSD: 6 in</li> <li>Refresh Frequency: 2-Year Refresh</li> <li>Start Year: 2024</li> </ul>	\$75.00	\$22,650.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0.00	\$0.00

**FEES**

First Year – 2024  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

Third Year – 2026  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

Fifth Year – 2028  
Due Net 60 from Date of Invoice after Delivery \$22,650.00

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully



compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

**PRODUCT PARAMETERS**

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

**Transferred Deliverables**

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.

**Orthogonal Imagery Specifications:**

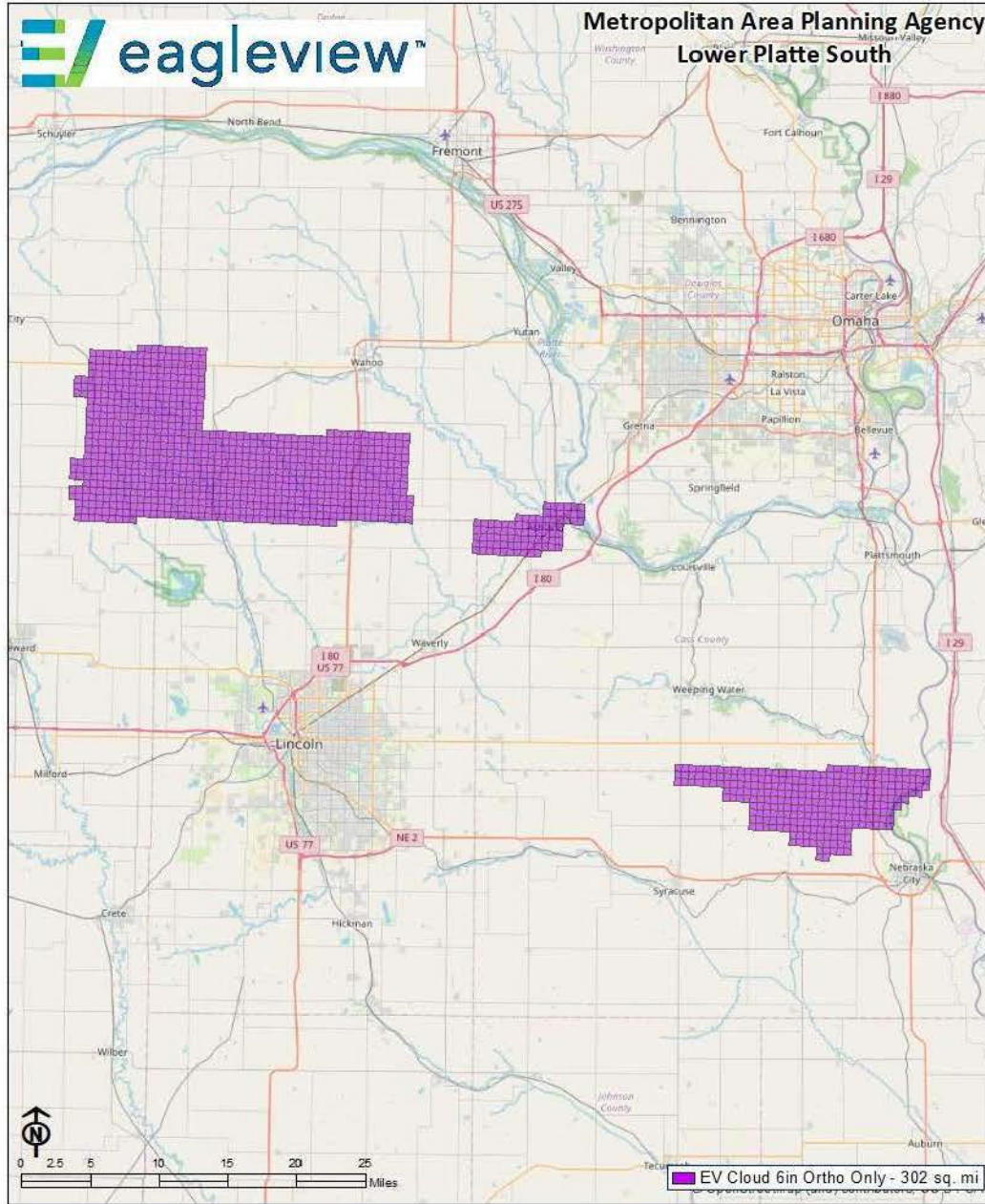
Flight Window	Mid-March to mid-April 2024, prior to onset of spring vegetation and after all snow cover has melted. In the event that the Vendor cannot acquire imagery for the entire project area within this flight window, MAPA Project Managers will need to approve any deviation from this schedule.
Image Quality	Clear and sharp in detail; Less than 5% cloud cover on any single photograph/image; No defects such as out-of-focus images; No inconsistencies in tone and density between adjacent orthos or sheets; Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.

Sun Angle	30 degrees or greater to avoid heavy shadows on the imagery. In downtown areas careful attention should be paid to time-of-day collection to avoid building shadows, typically between 11am-2pm is ideal.
Building Lean	An effort should be made to eliminate significant building lean across the entire project area. This will be especially necessary for taller buildings in and around the Downtown Omaha and Lincoln areas. The Vendor should provide technical documentation of how their products address this specification.
Projection/Coordinate System	<ul style="list-style-type: none"> <li>• Douglas and Sarpy County - Douglas-Sarpy LDP - NAD1983 (2011) NE International Feet (WKID to come)</li> <li>• Lancaster County - NAD 1983 Nebraska - Lancaster County (US Feet) (WKID 102705)</li> <li>• Nebraska areas (minus Douglas, Sarpy, and Lancaster County) - Nebraska State Plane NAD83 US Feet (WKID 26852)</li> <li>• Iowa area - Iowa Regional Coordinate System Zone 6, EPSG: 7062</li> </ul>
Ortho Tiling Grid	Ortho image tiles should follow a uniform grid size with each tile roughly the size of a land section (5280 x 5280 ft)
Ortho Tile Format	Ortho image tiles should be in a format as specified by each jurisdiction such as JPEG (with .jpw) or GEOTIFF; tile naming will be agreed upon during final scope of work discussions
Ortho Tile Naming	Ortho image tiles should be named using an agreed upon file naming convention. Tile names should include a unique location identifier.
Ortho Accuracy Standard	<p>Per Nov 2014 ASPRS Positional Accuracy Standards: 3” GSD ortho imagery will require a Horizontal Accuracy Class RMSE of 15.00 cm and be subject to the current ASPRS digital orthoimagery standard for Standard Mapping and GIS Work (reference <a href="http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf">http://www.asprs.org/wp-content/uploads/2015/01/ASPRS_Positional_Accuracy_Standards_Edition_1_Version100_November2014.pdf</a>)</p> <p>To be replaced by ASPRS Positional Accuracy Standard, 2nd Edition once this takes effect.</p> <p>* Douglas County will accept ortho imagery products that do not specifically meet ASPRS standards, but will be subject to the County’s internal quality control measures and will require the contractor to provide a published standard of their ortho imagery product.</p>
No Data	Any area within a deliverable ortho image that has no imagery is to be assigned a "No Data" RGB value of 0,0,0 or 255,255,255. Only one of these RGB values is to be used across all project tiles.

### Participating Counties

The following entities and their official representatives shall be Authorized Users, and are bound by the terms of this Agreement: Omaha-Council Bluffs Metropolitan Area Planning Agency and Lower Platte South Natural Resources District, NE.

AOI(S)



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[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

By: Robert Locke  
Robert Locke (Dec 15, 2023 14:52 EST)

Name: Robert Locke

Title: President

Date: Dec 15, 2023

Customer

By: Michael Helgerson  
Michael Helgerson (Dec 15, 2023 13:50 CST)

Name: Michael Helgerson

Title: Executive Director

Date: Dec 15, 2023



**Item Price List**

Imagery Products (per square mile)	Unit Costs	
	Single Flight or Biennial Flights	Annual Flight
1" Standard Ortho/Oblique	\$ 600.00	\$ 540.00
3" Standard Ortho/Oblique	\$ 345.00	\$ 325.00
6" Standard Ortho/Oblique	\$ 120.00	\$ 120.00
3" Certified Ortho/Oblique	\$ 395.00	\$ 375.00
6" Certified Ortho/Oblique	\$ 160.00	\$ 160.00
3" Certified Ortho Only	\$ 200.00	\$ 200.00
6" Certified Ortho Only	\$ 75.00	\$ 75.00
3" Standard Frequent Ortho (3 Band)*	\$ 50.00	\$ 50.00
3" Standard Frequent Ortho (4 Band)*	\$ 70.00	\$ 70.00

\*Frequent ortho is flown at a higher altitude (13,000') than our standard products. This product is intended as a supplemental capture in addition to or in between regular flight captures.

Software and Derivative Products	Unit Costs	
Building Outlines	\$ 0.35	
Change Analysis	\$ 0.40	
BOC and CD	\$ 0.75	
3D Mesh (3" GSD)	\$ 250.00	per square mile
3D Mesh (1" GSD)	\$ 3,500.00	per square mile
Connect Software	\$ 1,650.00	annual per user
Connect View API	\$ 0	included
Connect ImageService	\$ 0	included
Disaster Response Program	\$ 0	included

**Yearly Deliverables**

2024 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	1" Standard Annual	279	\$ 150,660							\$ 1,650	\$ 152,310.00
Pottawattamie (Annual)	3" Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3" Certified Single	243	\$ 95,985	3" Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3" Standard Single	239	\$ 82,455	6" Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)	3" Standard Single	56	\$ 19,320	6" Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)	3" Standard Single	54	\$ 18,630	6" Standard Single	370	\$ 44,400	Building Outlines	13,000	\$ 4,550	\$ 1,650	\$ 69,230.00
<b>2024 Deliverables Sub-Total Cost:</b>											<b>\$ 1,340,532</b>
Lower Platte South NRD (Biennial)	6" Cert. Ortho Single	302	\$ 22,650								\$ 22,650
<b>2024 Deliverables Total Cost:</b>											<b>\$ 1,363,182</b>

2025 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1" Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3" Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3" Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00
<b>2025 Deliverables Total Cost:</b>											<b>\$ 282,060</b>



2026 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Certified Annual	279	\$ 104,625							\$ 1,650	\$ 106,275.00
Pottawattamie (Annual)	3 <sup>rd</sup> Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3 <sup>rd</sup> Certified Single	243	\$ 95,985	3 <sup>rd</sup> Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3 <sup>rd</sup> Standard Single	239	\$ 82,455	6 <sup>th</sup> Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00

**2026 Deliverables Sub-Total Cost: \$ 1,158,757**

**2026 Deliverables Total Cost: \$ 1,181,407**

2027 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3 <sup>rd</sup> Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)	3 <sup>rd</sup> Standard Single	56	\$ 19,320	6 <sup>th</sup> Standard Single	407	\$ 48,840				\$ 1,650	\$ 69,810.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00

**2027 Deliverables Total Cost: \$ 350,220**

2028 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	1 <sup>st</sup> Standard Annual	279	\$ 150,660							\$ 1,650	\$ 152,310.00
Pottawattamie (Annual)	3 <sup>rd</sup> Standard Annual	1,002	\$ 325,650				Change Analysis	54,000	\$ 21,600	\$ 1,650	\$ 348,900.00
Lancaster (Biennial)	3 <sup>rd</sup> Certified Single	243	\$ 95,985	3 <sup>rd</sup> Standard Single	628	\$ 216,660	Change Analysis	119,000	\$ 47,600	\$ 1,650	\$ 361,895.00
Cass (Biennial)	3 <sup>rd</sup> Standard Single	239	\$ 82,455	6 <sup>th</sup> Standard Single	362	\$ 43,440	Change Analysis	20,780	\$ 8,312	\$ 1,650	\$ 135,857.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)	3 <sup>rd</sup> Standard Single	54	\$ 18,630	6 <sup>th</sup> Standard Single	370	\$ 44,400	Change Analysis	13,000	\$ 5,200	\$ 1,650	\$ 69,880.00

**2028 Deliverables Sub-Total Cost: \$ 1,273,022**

**2028 Deliverables Total Cost: \$ 1,295,672**

2029 Deliverables	GSD 1 Item	GSD 1 Sector Count	GSD 1 Cost	GSD 2 Item	GSD 2 Sector Count	GSD 2 Cost	Software Item	Software Count	Software Cost	Connect	Authorized User Sub-Total
Douglas (Annual)	1 <sup>st</sup> Standard Annual	372	\$ 200,880							\$ 1,650	\$ 202,530.00
Sarpy (Annual)	3 <sup>rd</sup> Ortho 4-band Single	279	\$ 19,530							\$ 1,650	\$ 21,180.00
Pottawattamie (Annual)	3 <sup>rd</sup> Ortho 3-band Single	1,002	\$ 50,100							\$ 1,650	\$ 51,750.00
Lancaster (Biennial)										\$ 1,650	\$ 1,650.00
Cass (Biennial)										\$ 1,650	\$ 1,650.00
Mills (Triennial)										\$ 1,650	\$ 1,650.00
Washington (Quadriennial)										\$ 1,650	\$ 1,650.00

**2029 Deliverables Total Cost: \$ 282,060**

**2024 - 2029 Agreement Total Cost: \$ 4,754,601**



## EXHIBIT C

### SECURITY

#### 1. Definitions.

- 1.1 “**Critical Issue**” means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 “**Security Incident**” means any (a) access to Customer’s Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView’s services or to Customer.
- 1.3 “**Standards Body**” means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 “**Subcontractor**” means a subcontractor of EagleView.

#### 2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer’s reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

#### 3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions (“U.S.”) without notice to Customer, and will cooperate with Customer’s security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.
- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.

**4. Penetration Testing.**

4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

**5. Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

**6. Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.

**7. Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.

**8. Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer



information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

- 9. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
- 10. Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.

## EXHIBIT D

## Equal Employment Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, disability or national origin. The contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability.

3. The contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor shall furnish to the human rights and relations director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.

5. The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the city, the city will enter into such litigation as is necessary to protect the interests of the city and to effectuate the provisions of this division; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.

7. The contractor shall include the provisions of paragraphs (1) through (7) of this section, "Equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.











# NE Metropolitan Area Planning Agency\_EV Cloud Master Services Agreement\_12-12-23

Final Audit Report

2023-12-15

Created:	2023-12-15
By:	MAPA User (administrator@mapacog.org)
Status:	Signed
Transaction ID:	CEJCHBCAABAA2ucoWSGtw6UXKZyFY6o59wPc7myFspi

## "NE Metropolitan Area Planning Agency\_EV Cloud Master Services Agreement\_12-12-23" History

-  Document created by MAPA User (administrator@mapacog.org)  
2023-12-15 - 7:36:38 PM GMT- IP address: 64.253.184.146
-  Document emailed to mhelgerson@mapacog.org for signature  
2023-12-15 - 7:44:31 PM GMT
-  Email viewed by mhelgerson@mapacog.org  
2023-12-15 - 7:45:56 PM GMT- IP address: 67.3.147.106
-  Signer mhelgerson@mapacog.org entered name at signing as Michael Helgerson  
2023-12-15 - 7:50:00 PM GMT- IP address: 67.3.147.106
-  Document e-signed by Michael Helgerson (mhelgerson@mapacog.org)  
Signature Date: 2023-12-15 - 7:50:02 PM GMT - Time Source: server- IP address: 67.3.147.106
-  Document emailed to robert.locke@eagleview.com for signature  
2023-12-15 - 7:50:04 PM GMT
-  Email viewed by robert.locke@eagleview.com  
2023-12-15 - 7:52:02 PM GMT- IP address: 104.47.59.254
-  Signer robert.locke@eagleview.com entered name at signing as Robert Locke  
2023-12-15 - 7:52:46 PM GMT- IP address: 204.90.84.10
-  Document e-signed by Robert Locke (robert.locke@eagleview.com)  
Signature Date: 2023-12-15 - 7:52:48 PM GMT - Time Source: server- IP address: 204.90.84.10
-  Agreement completed.  
2023-12-15 - 7:52:48 PM GMT

**Other Business**

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision on approval of Modification  
of Environmental Education job description and  
associated pay.**



# POTTAWATTAMIE COUNTY – CONSERVATION BOARD

## JOB DESCRIPTION

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<b>POSITION TITLE:</b>	Environmental Education Coordinator/Naturalist
<b>REPORTS TO:</b>	Operations Supervisor
<b>SUPERVISES:</b>	Full-Time Naturalists, Seasonal and Part-Time Staff, Volunteers
<b>BARGAINING UNIT/GRADE:</b>	Non-Represented; Grade 52 <del>10</del>
<b>EMPLOYMENT STATUS:</b>	Full-time, FLSA Exempt

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### **PURPOSE OF POSITION:**

The Environmental Education Coordinator/Naturalist will be responsible for coordinating and overseeing all operations of the Pottawattamie County Conservation Board's (PCCB) established Environmental Education Program with ancillary responsibilities including but not limited to educational program development, presentation, and review. Executed responsibilities will be in support of the larger PCCB, and more focused, EE Program missions primarily serving the resident of Pottawattamie County with a secondary focus on its visitors.

### **ESSENTIAL FUNCTIONS:**

Supervise and coordinate the activities and duties of two full-time naturalists, summer interns, part-time employees, and volunteers as needed.

Work with Operations Supervisor, Community Relations Coordinator, and Naturalists in a collaborative manner to support, develop, and promote the EE Program.

Assist in the development and presentation of educational and interactive programs with a focus on natural resources, the environment, science, technology, and other similar areas.

Provide job training and meet professional development needs as required.

Coordinate and assign work duties and schedules, and evaluate work performance for all supervised full- and part-time staff, and volunteers.

Establish work priorities in order to accomplish department and program goals and objectives in an efficient and professional manner.

Identify and improve program inefficiencies and opportunities for program development and growth.

Develops and assists with fundraising and grant writing for E.E. programs and other projects as assigned.

Lead or assist with the development of interpretive exhibits for the Loess Hills lodge, schools, libraries and other facilities as directed.

Plan, develop, and oversee informational and marketing materials to promote PCCB, its mission and Environmental Education program.

Promote conservation and educational programs through the use of traditional and social media platforms. Contribute to the departmental e-newsletter when requested. Assist with gift shop management as needed or directed.

Staff visitor services desk at Loess Hills Lodge as scheduled to serve as ambassador of the PCCB by greeting visitors, answering phones, booking rentals and programs, monitoring materials (e.g. brochure rack stocked, equipment check out, such as snowshoes, GPS units), and assisting with gift shop inventory.

Assume responsibility for completing daily tasks on Lodge visitor services checklist when volunteers are not present, including spot cleaning of exhibits and entry area, overseeing exhibits regularly and monitoring restrooms as needed.

Address or report building maintenance needs and assist with monitoring the cleanliness of Loess Hills Lodge and spot cleaning of facility as needed or as directed by Operations Supervisor.

Oversee and assist with the environmental education materials and equipment, including the annual inventory.

Stay current and work collaboratively with the PCCB staff to ensure excellence and maintain continuous improvement of the PCCB environmental education programs and projects.

Work effectively with teachers, students, volunteers and the public in the implementation of PCCB environmental education programs, projects, and events.

Work with Naturalists, Operations Supervisor, and Pottawattamie County school districts to match PCCB education programs to current curriculum.

Participate in county conservation special events as assigned by Operations Supervisor and/or Executive Director.

Articulate the Pottawattamie County Conservation Board's mission to the community and collaborate with the PCCB staff in the implementation of the mission.

Ability and willingness to assist in land management activities as needed including but not limited to prescribed fire.

Assist with new projects and perform other tasks as assigned by the Operations Supervisor and/or Executive Director.

**MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

A minimum of five-years experience developing and performing environmental education programs for children, families, and adults.

A minimum of three-years of supervisory experience including evaluative experience of staff. Management training a plus.

Knowledge of and the ability to coordinate, develop, and conduct environmental educational programs.

Superior written and verbal communication abilities.

Strong writing and editing capabilities.

Strength in time management and task prioritization

Knowledge of accounting as related to maintaining a program budget.

Experience developing educational programs that align with state standards and experience with Next Generation Science Standards preferred.

Knowledge of national, regional, and local organizations concerned with conservation education and natural history.

Knowledge of and ability to utilize field identification procedures for plants, flowers, birds, mammals, amphibians, reptiles, insects and other natural resources.

Knowledge of and ability to plan and participate in outdoor recreational activities including but not limited to archery, biking, hiking, canoeing, kayaking, and fishing.

Working knowledge and skill in the use of computers and software programs including Microsoft Office suite (Word, Excel, Outlook, Access, Power Point). Competency in database management as well as publishing software such as Illustrator, Adobe Photoshop, Canva, or equivalent. Ability to learn departmental software programs.

Good familiarity with Microsoft Office suite is a plus as is a strong working knowledge of Microsoft Outlook calendars.

Marketing experience preferred.

Ability to handle visitor complaints or emergency situations courteously and responsively and to be tolerant and respectful of differing opinions.

Knowledge and/or experience with conservation land management techniques is preferred.

Must have basic knowledge and ability to learn and use popular social media platforms, including but not limited to: Facebook, Twitter, Instagram and the creation and posting of blog posts for the promotion of conservation and educational programs.

Motivation as a self-starter, able to demonstrate a superior work ethic and have the ability to multi-task, be detail oriented, plan efficiently, and to represent PCCB and the Environmental Education program enthusiastically.

Strong writing, editing, and verbal communications skills are a must. Excellent public speaking skills are required.

Must be a strong team player with the ability to fill multiple roles in a short time period.

Must possess professionalism and strong public relations skills with staff, volunteers, and the public.

Possess exceptional organizational and scheduling skills as well as time management.

Ability to establish and maintain effective working relationships with supervisors, fellow employees, various organizations, and the general public.

Must have flexible schedule with the ability to work evenings, limited holidays, weekends as required, and the ability to travel, including some overnight travel.

**ESSENTIAL EDUCATION, CERTIFICATION, AND/OR LICENSES:** Graduation from an accredited four year college with a minimum of a bachelor's degree in biology, environmental science, forestry, land or park management, education or related field

Master's degree preferred

Must possess a valid driver's license at the time of hire and maintain it throughout the course of employment.

Must successfully obtain CPR and basic first aid certification within a time frame established by the employer. Certifications shall be maintained throughout the course of employment.

**ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have regular and reliable work attendance to fulfill the essential functions of the position.

This is an active position. While performing the duties of this position, the employee is frequently required to: stand, walk (a minimum distance of one mile on uneven and hilly terrain), sit, climb, push, pull, bend, stop, kneel, twist, reach, with hands and arms and climb stairs.

Must have sufficient manual dexterity to make handwritten notations, utilize the equipment, props and other educational tools and which permits moderate use of a keyboard.

The individual in this position must be reasonably physically fit and ambulatory. Work responsibilities do require the individual to work outside on a recurrent basis (daily throughout all seasons) in a variety of weather and conditions.

Must be able to lift and carry office and educational supplies, materials, and props that weigh up to 25 pounds on a frequent basis.

Leadership and instruction of programs requires the individual to be able to hike, canoe, kayak, and conduct other physical outdoor recreational activities.

Must have sufficient vision which safely permits outdoor activities including hiking on uneven terrain; moderate to heavy use of educational materials and for the production and review of a wide variety of materials in both electronic and hard copy format. Work hours may occasionally be required before or after business hours.

The noise level in this job is usually moderate.

The analytical and personal communications nature of this work also requires an individual who possesses good visual memory and discrimination, auditory memory and discrimination, and clarity of speech and hearing which permits interactive communication.

Revised: 1/25/2016

**EMPLOYEE POSITION ACCEPTANCE:**

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision on approval of Modification  
of Tax and Deed Specialist job description.**

# POTTAWATTAMIE COUNTY - AUDITOR

## JOB DESCRIPTION

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**POSITION TITLE:** Tax and Deed Specialist II

**REPORTS TO:** County Auditor, Deputy

**SUPERVISES:** None

**BARGAINING UNIT/GRADE:** AFSCME Courthouse/Clerks Union/Grade 15

**EMPLOYMENT STATUS:** Full-Time/Non-Exempt

**PURPOSE OF POSITION:** Responsible for researching and processing property transfers and ownership information, review of legal descriptions and the updating of information on real estate records.

### **ESSENTIAL FUNCTIONS:**

Check and verify land deeds, and accurately enter property transfers.

Review land surveys and legal descriptions for the accurate processing and recording of documents for property splits, combinations and transfers.

Maintain an accurate filing system of real estate records, legal descriptions and ownership; maintains electronic real estate transfer records and plat books.

Provide excellent customer service. Answer the telephone and counter inquiries regarding real estate ownership information, legal descriptions and provide assistance by researching plat books, transfer books, and other legal documents to provide property history and to verify the accuracy of information.

Enter all property activity into the computer system Transfer Book, and provide information to departments as needed.

Prepare various departmental reports from recorded documents according to established procedures.

Operate standard office equipment in the performance of job duties, i.e. multi-line phone system, fax machine, copier, personal computer, calculator and other similar office equipment.

Assist with the general election as needed..

### **MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

### **ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Regular and reliable attendance at work reporting location is essential to this position. Must have the ability to report to work on time and in accordance with established work schedule.

Excellent customer service and interpersonal skills required to work with the general public in person and over the telephone.

Knowledge of and the ability to apply applicable sections of the Code of Iowa and county ordinances concerning real estate.

Ability to read property legal descriptions and to interpret information.

Ability to pay close attention to detail, while managing frequent interruptions while performing job duties. Ability to spot discrepancies in legal descriptions and land surveys.

Must possess effective communication skills including written, verbal and listening skills.

Working knowledge and skill in the use of a personal computer. Ability to perform data entry accurately and to navigate work related websites.

Ability to establish and maintain effective working relationships with the general public, governmental officials, co-workers and supervisors.

Ability to maintain the confidentiality of departmental communications, documents and transactions.

### **ESSENTIAL EDUCATION, CERTIFICATIONS AND LICENSES:**

Must possess a high school diploma or GED equivalent.

2 years' experience working with real estate legal descriptions is ~~preferred~~required.

Must be able to become a Notary Public and maintain it during the course of employment.

### **ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed indoors and requires some physical activity, including extended periods of sitting or standing; walking, kneeling, bending, crouching, reaching, stooping and climbing.

Must have sufficient personal mobility to transport themselves to and from various locations throughout the courthouse.

Must have the ability to frequently push, pull and/or carry supplies, transfer books and other materials weighing up to 30 lbs.

Must possess the hand-eye coordination and manual dexterity to operate standard office equipment and to make handwritten notations and which permits moderate to heavy use of a computer keyboard and mouse.

Must have clarity of speech and hearing which permits effective communication.

Must have sufficient vision which permits moderate to heavy production and review of a wide variety of documents in both electronic and hard copy forms.

Work duties require a great deal of interaction with the general public and may be stressful when working with irate customers or meeting deadlines.

**May be required on occasion to work before or after normal business hours.**

Revised June, 2018  
Revised March 2024

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision on approval of Job  
Description Part-Time WIC Program Travel Nutrition  
Educator.**





Pottawattamie County WIC Program  
300 W. Broadway Suite 9  
Council Bluffs, IA 51503  
Phone: 712-328-5886  
Fax: 712-328-5810

2/23/24

Dear Board of Supervisors,

I am writing to request that a new job description for a Nutrition Educator be added to the WIC Program staff. We have been trying to hire a Registered/Licensed dietitian to travel to the rural clinics without much success. We began our search in October 2022 and were able to hire a dietitian who stayed for a short time.

Issues hiring dietitians across the state of Iowa is common right now. Currently there are approximately 60 openings listed on Indeed and almost half of those have been listed for over 30 days.

The Iowa WIC Program offers WIC agencies the ability to hire a Nutrition Educator to serve as a Certified Professional Authority who is able to see families and certify WIC participants. Nutrition Educators usually have a degree in nutrition or related field but did not complete the internship process to be able to sit for the Registered Dietitian Exam. I have polled other WIC agencies to determine the rate of pay they use for the Nutrition Educator and find that the 901 category works best and is in the middle of the pay rates of other WIC agencies. Having this flexibility for hiring this nutrition professional will increase our capacity to serve eligible families.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Kristine S. Wood'.

**Kristine Wood, MS, RDN, LD**  
**WIC Program Coordinator**

300 W. Broadway, Suite 9  
Council Bluffs, IA 51503  
Phone: 712-328-5886  
Fax: 712-328-5810

[kris.wood@pottcounty-ia.gov](mailto:kris.wood@pottcounty-ia.gov)

# POTTAWATTAMIE COUNTY - WIC PROGRAM

## JOB DESCRIPTION

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**POSITION TITLE:** Part-time WIC Travel Nutrition Educator

**REPORTS TO:** WIC Program Coordinator

**SUPERVISES:** -----

**BARGAINING UNIT/GRADE:** Non-Union/ 901

**EMPLOYMENT STATUS:** Part-Time/Non-Exempt

**PURPOSE OF POSITION:** Responsible for assessing diet and providing nutrition education to families, assisting with planning, implementation and evaluating nutrition goals and objectives of program and certifying WIC participants for all clinics included in Collaborative Service Area #3.

### **ESSENTIAL FUNCTIONS:**

Functions as competent professional authority for determination of program eligibility and certification: following assessment of individual anthropometric, biochemical and dietary data.

As part of the certification process, conducts any or all of the following tests necessary for indicating nutritional risk:

- a) Diet history
- b) Measurement of length/height, weight, and hemoglobin.
- c) Health history

Coordinates and assures nutrition education of all participants, both on an individual and group basis; monitors all materials used in the education program; ensures that all WIC participants receive nutrition education contacts required; completes all required documentation of education received into participant record.

Tailors the program food package to best meet individual dietary needs of the participants.

Refers WIC participants to other community resources.

Attends and participates in HHS meetings and other conferences which serve to enhance training and skills.

Assists program coordinator in development and implementation of action plans as outlined in yearly funding applications.

Coordinate services with and promote services of WIC community partners in our service area.

**MARGINAL FUNCTIONS:**

Serves as the staff person qualified to provide program nutrition information to interested professionals, outside agencies, organization and individuals.

Provides needed nutrition education and orientation to new nutrition staff, interns and at staff in-services as needed.

Assists with the overall functioning of the WIC clinic and performs other duties as needed.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Must meet the qualifications set by the HHS Iowa WIC Program Policies and Procedures for a Nutrition Educator.

Ability to work with general public who possess varied educational, economic and ethnic backgrounds.

Ability to work effectively with people and convey information in most effective manner.

Willing to travel to WIC clinics and out-of-town meetings/training sessions.

**ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

Work is generally performed indoors in an office setting -- clinics are held in churches or other public buildings with or without air conditioning.

Normal to considerable contact with public -- work may be stressful at times.

Work may require bending, lifting and carrying various clinic supplies weighing up to 30 pounds.

# WIC PHYSICAL REQUIREMENTS ANALYSIS

**Position: NUTRITIONIST**

## Legend

- N = Never
- O = Occasional; represents 1 to 33% or 1 to 2 hours of an 8 hour work day
- F = Frequently; represents 34 to 66% or 2 1/2 to 5 1/2 hours of an 8 hour work day
- C = Continuous; represents 67 to 100% of 6 to 8 hours of an 8 hour work day

N	O	F	C	PHYSICAL ACTIVITY
_____	<u>  X  </u>	_____	_____	Walking
_____	_____	<u>  X  </u>	_____	Sitting/Standing
_____	<u>  X  </u>	_____	_____	Reaching:
_____	<u>  X  </u>	_____	_____	Shoulder height
_____	<u>  X  </u>	_____	_____	Above Shoulder Height
_____	<u>  X  </u>	_____	_____	Below Shoulder Height
<u>  X  </u>	_____	_____	_____	Climbing
_____	<u>  X  </u>	_____	_____	Pulling/Pushing:
_____	<u>  X  </u>	_____	_____	20 Pounds or Less
_____	<u>  X  </u>	_____	_____	Lifting
_____	<u>  X  </u>	_____	_____	30 Pounds or Less
_____	<u>  X  </u>	_____	_____	Carrying:
_____	<u>  X  </u>	_____	_____	30 Pounds or Less
_____	<u>  X  </u>	_____	_____	Crawling/Kneeling
_____	<u>  X  </u>	_____	_____	Bending/Stooping/Crouching
_____	<u>  X  </u>	_____	_____	Twisting/Turning
_____	_____	<u>  X  </u>	_____	Repetitive Movement (writing/computer)

## ACCEPTABLE MINIMUM PHYSICAL ABILITY

Vision	<u>  X  </u> Good	_____ Poor	_____ Blind
Color Vision	_____ Normal	<u>  X  </u> Impaired	
Hearing	_____ Normal	<u>  X  </u> Moderate Loss	_____ Deaf
Manual Dexterity	<u>  X  </u> Good	_____ Fair	_____ Poor
Talking/Speech	<u>  X  </u> Good	_____ Fair	_____ Mute

# Committee Appointments

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

**Received/Filed**



# Public Comments

**Closed Session**

# **BUDGET STUDY SESSIONS**