

Consent Agenda

April 13, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. March 30, 2021, Minutes as read.
- B. April 6, 2021, Minutes as read.
- C. Sheriff – Employment of Dalton Ebertowski, Travis Healy as Deputy.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Deb Masker from Southwest Iowa Leadership Academy appeared before the Board to give a presentation and provide an update on the 2021 Southwest Iowa Leadership Academy Retreat and potential funding by the County. Discussion only. No action taken.

Motion by Shea, second by Schultz, to open Public Hearing on Proposal to Incur Noncurrent Debt.
Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

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

Motion made by Wichman, second by Schultz, to approve and authorize Board to sign Resolution No. 28-2021 entitled: AUTHORIZING INTERNAL LOAN TO FUND URBAN RENEWAL PROJECT COSTS.

RESOLUTION NO. 28-2021

AUTHORIZING INTERNAL ADVANCE TO FUND URBAN RENEWAL PROJECT COSTS

WHEREAS, the Board of Supervisors of Pottawattamie County, Iowa (the “County”), has established the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”) and has established the Pottawattamie County Industrial Park Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the County has proposed to undertake a certain urban renewal project (the “Project”) in the Urban Renewal Area, consisting of the construction of certain public infrastructure improvements, including street and storm water drainage improvements, necessary for the development of an industrial park; and

WHEREAS, it has been proposed that the County facilitate an internal advance of funds in the amount of \$540,000 (the “Advance”) in order to pay a portion of the costs of the Project, and, pursuant to Section 331.479 of the Code of Iowa, the County has published notice and has held a public hearing on such proposal on April 13, 2021, and

WHEREAS, the County desires to make the Advance eligible to be repaid from future incremental property tax revenues to be derived from the Urban Renewal Area;

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors, as follows:

Section 1. It is hereby directed that the Advance in the amount of FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000) be advanced for the funding of the Project from the County’s Impact Fund. The Advance shall be repaid to the County’s Impact Fund, with interest at the per annum rate of 2.00%, out of future incremental property tax revenues received into the Tax Increment Fund. Interest shall be calculated from April 1, 2021, and shall be computed on the basis of the actual 365-day calendar year.

It is intended that the Advance, plus accrued interest thereon, shall be repaid in one or more annual installments on or before June 1, 2034, provided however that repayment of the Advance is subject to the determination of the Board of Supervisors that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the Board of Supervisors reserves the right to appropriate funds, or to withhold such appropriation, at its discretion. All payments made will be applied first to accrued interest and then to the principal amount of the Advance.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the County Auditor is hereby directed to certify, no later than December 1, 2021, the original amount of the Advance.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Dated this 13th day of April, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Wichman, second by Schultz, to open Public Hearing on Proposed Amended Development Agreement with Armstrong Investments, LLC.

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

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

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

Motion made by Schultz, second by Wichman, to approve and authorize Board to sign Resolution No. 27-2021 entitled: RESOLUTION APPROVING AMENDED DEVELOPMENT AGREEMENT WITH ARMSTRONG INVESTMENTS, LLC, AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT.

RESOLUTION NO. 27-2021

RESOLUTION APPROVING AMENDED DEVELOPMENT AGREEMENT WITH ARMSTRONG INVESTMENTS, LLC, AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Board of Supervisors has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the County has previously entered into a certain development agreement (the “Original Agreement”) with Armstrong Investments, LLC (the “Developer”) in connection with the construction of public

infrastructure and the platting and marketing of lots necessary for the development of an industrial park (the "Project"); and

WHEREAS, the County and the Developer now propose to amend the Original Agreement in order to (1) provide for incremental property tax payments to be made to the Developer in an amount not to exceed \$200,000 under the authority of Section 403.9(1) of the Code of Iowa; and (2) make other related changes; and

WHEREAS, an amended agreement (the "Amended Agreement") has been prepared to set forth the new understanding between the County and the Developer; and

WHEREAS, this Board of Supervisors, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Amended Agreement on April 13, 2021, and has otherwise complied with statutory requirements for the approval of said Amended Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board of Supervisors further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Amended Agreement is hereby approved and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the County, in substantially the form and content in which the Amended Agreement has been presented to this Board of Supervisors, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Amended Agreement shall be payable solely from a subfund (the "Armstrong Investments, LLC Subfund") into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in Pottawattamie County, State of Iowa more particularly described as follows:

I-29/I-80 INDUSTRIAL PARK LT 2
 I-29/I-80 INDUSTRIAL PARK LT 3
 I-29/I-80 INDUSTRIAL PARK LT 4
 I-29/I-80 INDUSTRIAL PARK LT 5
 I-29/I-80 INDUSTRIAL PARK LT 6
 I-29/I-80 INDUSTRIAL PARK LT 7
 I-29/I-80 INDUSTRIAL PARK LT 8
 I-29/I-80 INDUSTRIAL PARK LT 9
 I-29/I-80 INDUSTRIAL PARK LT 10
 I-29/I-80 INDUSTRIAL PARK LT 11
 I-29/I-80 INDUSTRIAL PARK LT 12
 I-29/I-80 INDUSTRIAL PARK LT 13
 I-29/I-80 INDUSTRIAL PARK LT 14

Section 5. The County hereby pledges to the payment of its obligations under the Amended Agreement the Armstrong Investments, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the Armstrong Investments, LLC Subfund and the

portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Dated this 13th day of April, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign Resolution No. 26-2021 entitled ADOPTION OF INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE.

RESOLUTION NO. 26-2021

ADOPTION OF INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE

BE IT RESOLVED, and it is hereby resolved, that the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, attached hereto and marked as Exhibit "A" is approved and adopted by Pottawattamie County.

BE IT FURTHER RESOLVED, that the Pottawattamie County Treasurer is authorized to participate as a Sponsor in the attached agreement in his/her capacity and consistent with his/her authority as County Treasurer of this County.

BE IT FURTHER RESOLVED, that the Pottawattamie County Treasurer is authorized to take additional actions and execute any documents that are, in his/her discretion, necessary to facilitate this Resolution.

Dated this 13th day of April, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion made by Shea, second by Grobe, to approve DOT submittals for the 2022 Budget and the County Five Year Plan. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Grobe, to approve Project plans for STBG-SWAP-CO78(204)—FG-78; L66 Paving from Highway 6 to G30.
UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and second by Wichman to approve and authorize Chairman to sign Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the Southwest corner of the SW1/4 NW1/4 of Section 22, Township 76, Range 44, thence West along the South line of said SW1/4 NW1/4 to the Intersection of the East right -of- way line of the I.C. Railroad, thence Northerly along this Right-of-way line 1545 feet, thence Easterly 200 feet along the centerline of a Drainage ditch, thence continuing Southeasterly along this ditch 1301 feet to a point On the East line of SW1/4 NW1/4 802 feet North of the Southeast corner of said SW1/4 NW1/4, thence South 802 feet along said East line to the Point of Beginning. Commonly referred to as Crescent Wildlife Area. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and second by Grobe, to approve and authorize Chairman to sign Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the center of said Section 28; thence S89°36'07"E 1099.49 ft. along the north line of said NW 1/4 SE 1/4; thence S22°11'50"W 112.44 ft.; thence southwesterly 614.43 ft. along a 768.51 ft. radius curve, concave northwesterly, and having a chord bearing S45°06'05"W 598.19 ft.; thence S68°00'20"W 681.74 ft. to a point on the west line of said NW 1/4 SE 1/4; thence N0°04'55"W 789.31 ft. along said west line to said center of Section 28, the Point of Beginning. Commonly referred to as Pheasants Forever Food Plot. UNANIMOUS VOTE. Motion Carried.

Matt Wyant/Planning and Development Director and John Rasmussen/County Engineer both appeared before the Board to discuss and provide an update on rural water and the pavement of 240th Street. Discussion only. No action taken.

3. OTHER BUSINESS

The Board held a discussion on Countywide Radios. Discussion only. No action taken.

The Board held a discussion on the Western Iowa Development Association. Discussion only. No action taken.

Motion made by Shea, second by Grobe, to approve Auditor's Office Scanning Project with Microfilm Imaging Systems, Inc. not to exceed \$27,630.00.
UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Actions:

- 1) Jail – Payroll Status Change for Nolan Darnell, Sean Newton
- 2) Conservation – Employment of Abigail Ridder, Dillon Stane, Jeremy Yost, Grant Carstens
- 3) Sheriff – Payroll Status Change for Jaron Neumann
- 4) Communications – Payroll Status Change for Alicia Cotten

B. Reports

- 1) Recorder's Fee Book for March 2021

C. Out of State Travel

- 1) Jail – Out of State Travel Notification

5. CLOSED SESSION

Motion by Wichman, second by Schultz, to go into Closed Session pursuant to Iowa Code 20.17(3), for discussion and/or decision on labor negotiations / collective bargaining matters.
Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried.

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

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

6. ADJOURN

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

UNANIMOUS VOTE. Motion Carried

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:10 P.M.

Scott Belt, Chairman

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: April 20, 2021

PUBLISH: X

Scheduled Sessions

**Jason Slack/Director, Buildings and Grounds; Kim
Bogatz/HGM Associates, Inc.**

Discussion and/or decision to approve CO #5

AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Pottawattamie County, Iowa Courthouse
 Renovation
 227 South 6th Street
 Council Bluffs, IA.

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: June 23, 2020

CHANGE ORDER INFORMATION:
 Change Order Number: 005
 Date: April 14, 2021

OWNER: *(Name and address)*
 Pottawattamie County Board of
 Supervisors
 227 South 6th Street
 Council Bluffs, IA.

ARCHITECT: *(Name and address)*
 HGM Associates Inc.
 640 Fifth Avenue
 Council Bluffs, Iowa 51501

CONTRACTOR: *(Name and address)*
 Ronco Construction Company Inc.
 1717 North 74th Street
 Omaha, Nebraska 68114

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

26R	2 HR Ceiling at Hall 040-REV	\$ 2,219.11
27R	RFI 089 Bullet Resistant Panels Credit REV	\$ (1,608.54)
44	ASI #18 Boiler Rm Kill Switch Location	\$ 537.64
45	ASI #19 Remove Painting of Ground Floor Ceiling	\$ (1,924.74)
46	ASI #11 Control Room 031 Layout Changes	\$ (4,088.29)
47	RFI #50 Door & Frame Changes	\$ (515.90)
50	ASI #30 Lobby 019 Ceiling	\$ 758.27
53	RFI #119 EF-1 Conflict Information	\$ 1,304.48

The original Contract Sum was	\$ 5,165,000.00
The net change by previously authorized Change Orders	\$ 30,154.38
The Contract Sum prior to this Change Order was	\$ 5,195,154.38
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,317.97
The new Contract Sum including this Change Order will be	\$ 5,191,836.41
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HGM Associates Inc. <hr/> ARCHITECT <i>(Firm name)</i> <hr/> SIGNATURE Kimberly A. Bogatz-AIA, LEED AP BD+C <hr/> PRINTED NAME AND TITLE April 14, 2021 <hr/> DATE	Ronco Construction Company Inc. <hr/> CONTRACTOR <i>(Firm name)</i> <hr/> SIGNATURE NATE BIEDSE, PROJECT MANAGER <hr/> PRINTED NAME AND TITLE 04/14/21 <hr/> DATE	Pottawattamie County Board of Supervisors <hr/> OWNER <i>(Firm name)</i> <hr/> SIGNATURE <hr/> PRINTED NAME AND TITLE <hr/> DATE
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**Jason Slack/Director, Buildings and Grounds; Kim
Bogatz/HGM Associates, Inc.**

Bid Opening for the Courthouse Addition Project

Lea Voss/Treasurer

Discussion and/or decision to approve:

**tax suspension pursuant to Iowa Code Section
427.9, for property located at 130 Wallace Ave,
Council Bluffs, IA.**

Iowa Department of Human Services
417 E KANESVILLE B
COUNCIL BLFS IOWA 51503

Notice of Decision – Please review both sides of the notice

78 CMW1 DIANE ONEILL

 130 WALLACE AVE
 COUNCIL BLUFFS IA 51501

Worker Name WISA WAIVER TEAM
Case Number A24977-01-0-1
Worker Phone 712-255-2621
 1-877-259-4992

04/02/21

Please review the entire notice. If you have questions, call your worker.

You are approved for the Supplement for Medicare and Medicaid Eligibles program effective 04/01/21. You will get \$1.00 for each month that you are eligible. Checks are mailed at the beginning of January, April, July and October for the three month period that just ended. Payments will continue as long as you are eligible for Medicaid. This program saves Iowa money. By paying you a cash benefit, Iowa can receive federal money to help pay for your Medicare premiums.

EM 6-B Supplement for Medicare and Medicaid Eligibles;
441 Iowa Admin. Code 50.2 (249), 51.10, 52.1 (249)

You get SSI, State Supplementary Assistance or you live in a facility in which the Department of Human Services is paying some or all of the cost. You may not have to pay property taxes at this time. Take this notice to your county Board of Supervisors to discuss having your property taxes delayed.

EM 8-A Property Tax Relief; 441 Iowa Admin. Code 427.9

164 DALY 312

78C

DIANE ONEILL

130 WALLACE AVE
COUNCIL BLUFFS IA 51501

You Have the Right to Appeal

What is an appeal? An appeal is asking for a hearing because you do not like a decision the Department of Human Services (DHS) makes. You have the right to file an appeal if you disagree with a decision. You do not have to pay to file an appeal. [441 Iowa Administrative Code Chapter 7].

How do I appeal? You can appeal in person, by telephone, or in writing for Food Assistance, Child Care Assistance, Family Investment Program or Medicaid. You must appeal in writing for all other programs by doing one of the following:

- Complete an appeal electronically at <https://dhs.iowa.gov/node/966>, or
- Write a letter telling us why you think a decision is wrong, or
- Fill out an Appeal and Request for Hearing form. You can get this form at your county DHS office.

Send or take your appeal to the DHS, Appeals Section, 5th Floor, 1305 E Walnut Street, Des Moines, Iowa 50319-0114. If you need help filing an appeal, ask your county DHS office.

How long do I have to appeal? For Food Assistance or Medicaid, you have 90 calendar days to file an appeal from the date of a decision. For all other programs, you must file an appeal within 30 calendar days of the date of a decision or before the date a decision goes into effect.

If you file an appeal more than 30 but less than 90 calendar days from the date of a decision, you must tell us why your appeal is late. If you have a good reason for filing your appeal late, we will decide if you can get a hearing. If you file an appeal 90 days after the date of a decision, we cannot give you a hearing.

Can I continue to get benefits when my appeal is pending? You may keep your benefits until an appeal is final or through the end of your certification period if you file an appeal within 10 calendar days of the date the notice is received. A notice is considered to be received 5 calendar days after the date on the notice. For the Family Investment Program, Child Care Assistance, and Medicaid, benefits can also continue if you file an appeal before the date a decision goes into effect. Any benefits you get while your appeal is being decided may have to be paid back if the DHS's action is correct.

How will I know if I get a hearing? You will get a hearing notice that tells you the date and time a telephone hearing is scheduled. You will get a letter telling you if you do not get a hearing. It will also explain what you can do if you disagree with the decision to not give you a hearing.

Can I have someone else help me in the hearing? You or someone else, such as a friend or relative, can tell why you disagree with the DHS's decision. You may also have a lawyer help you, but DHS will not pay for one. Your county DHS office can give you information about legal services. The cost of legal services will be based on your income. You may also call Iowa Legal Aid at 1-800-532-1275. In you live in Polk County, call 243-1193.

Policy Regarding Discrimination, Harassment, Affirmative Action and Equal Employment Opportunity

It is the policy of the Iowa DHS to provide equal treatment in employment and provision of services to applicants, employees and clients without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, age, disability, political belief or veteran status.

If you feel DHS has discriminated against or harassed you, please send a letter detailing your complaint to: Iowa DHS, Hoover Building, 5th Floor— Policy Bureau, 1305 E Walnut, Des Moines, IA 50319-0114 or via email contactdhs@dhs.state.ia.us.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

Fax: (202) 690-7442; or
Email: program.intake@usda.gov

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7443 18 302 004

--- Permanent Property Address ---
ONEILL, DIANE L
130 WALLACE AVE
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
ONEILL, DIANE L
130 WALLACE AVE
COUNCIL BLUFFS, IA 51501

=====
District: 002 CO BLUFFS CITY/LC SCHOOL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744318302004>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

GETHSEMANE GARDENS REPLAT ONE LT 4

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

land	dwelling	land	building	total	ag acres	year	class*
\$33,100	\$127,000		\$0	\$160,100		2020	R
\$34,700	\$172,100		\$0	\$206,800		2021	R

===== EXEMPTIONS/PROGRAMS =====

* Credit information is no longer available online

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D ONEILL, DIANE L book/page: [2020/08896](#) D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page
07/02/2020	212500	D0	2020/08896
08/25/2017	0	P50	2017/16219 multiple parcel sale

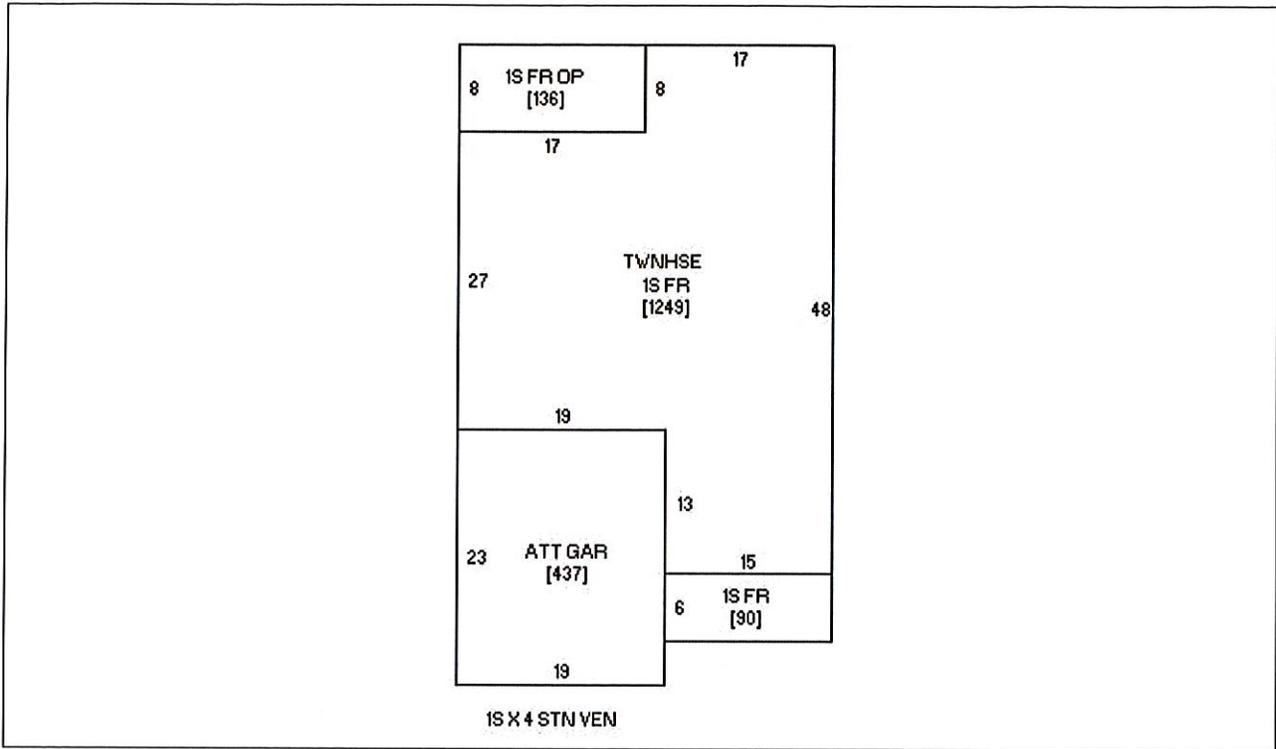
===== ASSESSMENT DATA =====

PDF: 5 MAP: 21 - GETHSEMANE GARDENS

Date Reviewed: 06/18/20 LMR

LAND.....4740 sqFt .11 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
 39 39 120 120

Residence 1 of 1 -- Single-Family
BUILDING.....1 Story Townhouse 4/0 Rooms Above/Below 2/0 Bedrooms Above/Below 1249 SF Base AC
 Built:2019 Normal Bsmt: None Bsmt Finish: None Attic Finish: None
FINISH.....Foundation: Conc Exterior: Vinyl Roof: Asph / Gable
 Interior: Drwl Flooring: Carpet / Vinyl
FIREPLACE.... 1 Gas/Elec-Side
PLUMBING.....1 Full Bath 1 Shower Stall Bath
BUILT INS....1 Dishwasher 1 Microwave
PORCHES.....90 SF 1S Frame Open No Bsmt
 136 SF 1S Frame Open No Bsmt
VENEER.....4 ft 1 Story Stone
GARAGES(1)...1 Attached
 Garage 1: 437 SF Att Frame Built: 2019



130 WALLACE AVE, ONEILL, DIANE L



130 WALLACE AVE, ONEILL, DIANE L, 1 06/01/2020

**Maria Sieck/Public Health Administrator; Tracy
Nosekabel/Environmental Health Coordinator**

Discussion and/or decision:

**Approve appointment of Tracy Nosekabel as County
Weed Commissioner**



2021 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Pottawattamie

Weed Commissioner's Contact Information:

Name Tracy Nosekabel	Year Appointed 2021
Mailing Address 223 S 6 th St	Telephone 172-328-4859
City, Zip Code Council Bluffs, IA, 51501	Alternate Telephone 712-242-6850
Email Address Tracy.nosekabel@pottcounty-ia.gov	Pesticide Certificate # 53182

Signed: _____ Date: _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

**Maria Sieck/Public Health Administrator; Tracy
Nosekabel/Environmental Health Coordinator**

Discussion and/or decision:

**Approve and Sign Resolution No. 29-2021 entitled:
RESOLUTION FOR THE DESTRUCTION OF NOXIOUS
WEEDS**

RESOLUTION NO. 29-2021

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 20th day of April, 2021, 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, 2021, 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 20th day of April, 2021.

ROLL CALL VOTE

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

ATTEST:

Melvyn J. Houser, County Auditor

**Matt Wyant/Director, Planning & Development
and/or Pam Kalstrup/Acting Director**

Discussion and/or decision to approve:

**Approve MAPA to move forward with the RFPs
for Legal Services, Abstracting Services and
Asbestos Surveying Services associated with the
HMGP DR-4421.**

REQUEST FOR PROPOSALS FOR REAL ESTATE ACQUISITION LEGAL SERVICES POTTAWATTAMIE COUNTY, IOWA

Pottawattamie County is seeking competitive price quotes for legal services to assist in the acquisition of 8 flood damaged properties. The County is working with the Iowa Homeland Security and Emergency Management Division (HSEMD) and the Metropolitan Area Planning Agency (MAPA) to implement a program designed to voluntarily acquire flood damaged properties. All properties to be acquired are located in the northwest portion of the County and were substantially damaged by a flood event in March of 2019. Properties will be demolished after acquisition. The County anticipates acquisitions beginning in _____, 2021 and continuing for a period of 9 months.

State and Federal funding sources are anticipated to be secured for this program. Funding sources may include one or all of the following: Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency and HSEMD; Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development and the Iowa Economic Development Authority; and Iowa Flood Recovery Fund administered by HSEMD.

SCOPE OF SERVICES

The following types of legal services are required:

1. Preparing the purchase offer/agreement and coordinating acquisition processes;
2. Reviewing abstracts and providing title opinions;
3. Obtaining title guaranty certificate through Iowa Title Guaranty;
4. Requesting payoff amounts on property liens;
5. Preparing closing documents including open space deed restrictions;
6. Recording documents;
7. Acting as the escrow and closing agent for the County; and
8. Proving all title opinions, Title Certificates and closing documents electronically to the County

QUALIFICATIONS AND METHODS

- Submission of a complete proposal including all required elements outlined in this notice.
- Permitted to practice law in Iowa as established in Chapter 31 of the Iowa Court Rules.
- Experience in real estate transactions.
- Capacity of the individual or firm to undertake the scope of work.
- The selected proposal will be based on the lowest total cost.

TIMEFRAME

The County desires to initiate acquisition in _____, 2021 and continuing for a period of 9 months.

VOLUNTARY BUYOUT PROGRAM-NUMBER OF ACQUISITIONS MAY VARY

The County's Buyout Program is strictly voluntary to property owner; thus, any property owner may withdraw their application at any time. If funding is secured, the County desires to increase the number of property acquisitions above the numbers outlined in this request of proposal. As a result, the actual number of closings needed could vary downward from those proposed.

SUBMITTAL

Vendor price must be in writing and include estimated, not-to-exceed costs for legal services and documents. Proposals shall include the following elements:

1. Completed project cover sheet (see Attachment "A").
2. Brief narrative of the individual or firm.
3. Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Pottawattamie County.
4. Brief narrative on the individuals and/or firms' capacity to undertake the scope of work.
5. Documentation that the individuals or firm is permitted to practice law in Iowa.
6. Three references for related work within the past three (3) years.
7. Proposed costs on a per unit basis for 8 property acquisitions.

Please direct questions to Donald Gross at 402-689-7571 or dgross@mapacog.org. Written quotes, by USPS or email, must be provided to:

Donald Gross
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

Proposals must be received by _____, 2021 by 5:00 pm. to be considered

Selected firm must adhere to Part 200 Contract Provisions for Non-Federal contracts under Federal Awards. As outlined in Attachment "B".

The County reserves the right to cancel this request for small purchase quotes at any time during the procurement process. They may also reissue this request or re-request quotes at any time as well. Any quotes received, prior to cancellation, will be returned to their respective vendor(s), along with an explanation of said cancellation.

A contract, between the County and lowest price (selected) vendor, will be executed upon HSEMD review and County Council approval of the procurement process, analysis of quotes, and vendor selection.

Approved by Pottawattamie County Board on _____, 2021.

Attachment A
Project Cover Sheet

Submittal Form for Real Estate Acquisition Legal Services
City of Pottawattamie County Iowa

Name of Business: *Name*

Business Address: *Street Address*

City, State, Zip Code

Contact Name: *Name*

Telephone: *Telephone Number*

Email: *Email*

FID/SSN: *Number*

Business Classification (check all that apply): Individual Partnership Corporation

Submittal Requirements:

- Brief narrative on the individual or firm.
- Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Mills County.
- Brief narrative on the individuals and/or firms capacity to undertake the scope of work.
- Documentation that the individual or firm is permitted to practice law in Iowa.
- Three references for related work within the past five (5) years.
- Proposed cost bid shall be submitted on a per unit basis for 150 acquisitions.

Per Unit Price: *\$ Amount*

Total Price (per unit price x 8 units): *\$ Amount*

Type Name and Sign

Date

Appendix II to Part 200—Contract Provisions for Non-Federal Entity

Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**REQUEST FOR PROPOSALS
PROFESSIONAL ABSTRACTING SERVICES**

POTTAWATTAMIE COUNTY, IOWA

Project Description

The Pottawattamie County, Iowa (County), is working with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) and the Metropolitan Area Planning Agency (MAPA) to implement a program designed to voluntarily acquire and demolish eight (8) flood damaged properties. Funding assistance from the Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency (FEMA) and HSEMD has been secured for this program. The selected firm must adhere to *Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards* included under *Attachment A*.

Project Scope

The project consists of demolition of eight (8) structures that are planned to be voluntarily acquired with HMGP funds as a result of various past flood events, the most recent having occurred in March 2019. All properties acquired with HMGP funds must have a written chronological record of title history that includes deeds, mortgages, liens, tax sales, and all other applicable legal actions or documents. **The HMGP buyout process is strictly voluntary and any property owner may withdraw their application at any time prior to closing. As a result, the actual number of properties requiring abstract work could change.**

Anticipated services to be completed by the successful bidder include preparing and/or updating property abstracts and preparing judgement lien searches for eight (8) property addresses listed in *Attachment B*. Services shall be in accordance with professionally accepted Abstracting Standards that include but are not limited to the following:

- A. Chapters 614.29 through 614.38 of the Code of Iowa (the “Marketable Abstracting Act”);
- B. Chapter 11 of the Iowa Land Abstracting Examination Standards (“the Forty-Year Marketable Abstracting Act”);
- C. The Abstracting Standards of the Iowa Land Abstracting Association; and
- D. The requirements of the Iowa Guaranty Program.

Professional abstracting services shall be for the benefit of and in the best interest of the County in acquiring flood damaged properties pursuant to certain Federal and state programs. The County acknowledges that the successful bidder will not update damaged abstracts or abstracts made by another company. Under such instances, the successful bidder will prepare a new abstract based on a 40-year root of Title.

Technical Requirements

Proposals shall include, at a minimum, the following information:

- 1. Firm name, address, and contact information
- 2. Specialized experience and technical competence of the firm, including qualifications of staff to be assigned to the project
- 3. Past record of performance of the firm with respect to factors such as accessibility to clients, quality of work, and ability to meet schedules
- 4. Previous experience with HMGP projects or other Federally/state funded projects

5. List of references for at least three (3) projects within the past three (3) years
6. Adherence, as applicable, to *Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards* as outlined in *Attachment A*
7. *Proposed costs on a per unit basis for eight (8) property abstracts*

Basis for Award

The County will award a contract based upon the lowest responsible bid.

Right to Cancel/Reject Proposals

The County reserves the right to cancel this request for bids at any time during the procurement process. The County may also reissue this request or re-request bids at any time as well. Any bids received, prior to cancellation, will be returned to their respective vendor(s), along with an explanation of said cancellation.

A contract, between the County and lowest bidding (selected) contractor, will be executed upon HSEMD review and County Board approval of the procurement process, analysis of proposals, and contractor selection.

The County has the right to reject any and all proposals for any or no reason and re-advertise the project.

Due Date

Duplicate bids must be placed in a sealed envelope and received by _____, 2021 to be considered.

Submittal Requirements

Envelopes containing bids must be sealed and addressed to the Pottawattamie County Planning and Development, _____. The envelope shall be clearly marked "Property Abstract Work Proposal, Pottawattamie County". Bids shall be completed legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The bid must be manually signed.

All bids will be publicly opened and read on _____, 2021 at _____ p.m. _____.

Questions regarding this RFP should be made to Donald Gross, MAPA, at (402) 444-6866 ext. 3220 or ganderson@mapacog.org.

Approved by the Pottawattamie County Board on _____, 2021.

Attachment A – Part 200 Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Attachment B – Property List

Address	Type
20970 River Road North, Crescent, Iowa	Single Family
20910 River Road North, Crescent, Iowa	Single Family
25834 Meadowlark Loop, Crescent, Iowa	Single Family
14482 Jet Lane, Crescent, Iowa	Single Family
26659 Meadowlark Loop, Crescent, Iowa	Single Family
26888 145th Street, Crescent, Iowa	Single Family
27233 145th Street, Crescent, Iowa	Single Family
27377 145th Street, Crescent, Iowa	Single Family

**SEALED BID REQUEST FOR ASBESTOS SURVEY
& ABATEMENT REMOVAL INSPECTION
WITH PROPOSED FORM OF CONTRACT**

Pottawattamie County, Iowa

Project Description

The Pottawattamie County (County), is seeking bids on asbestos surveys on 8 flood damage properties in northwest portion of the County. The County is working with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) and the Metropolitan Area Planning Agency (MAPA) to implement a program designed to voluntarily acquire and demolish flood damaged properties. State and Federal funding sources are anticipated to be secured for this program. Funding sources may include one or all of the following: Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency and HSEMD; Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development and the Iowa Economic Development Authority; and Iowa Flood Recovery Fund administered by HSEMD. Selected firm must adhere to Part 200 Contract Provisions for Non-Federal contracts under Federal Awards attachment as Exhibit A.

Project Scope

A list of properties to be surveyed is attached as Exhibit B. Interested bidders should account for the following phases:

Phase I - Asbestos Survey

- The County's buyout program is strictly voluntary, thus any property owner may withdraw at any time and additional properties added to the buyout list. As a result, the actual number of residential properties requiring asbestos survey could vary from those proposed.
- All properties to be surveyed remain privately owned. The County is in the process of obtaining Right of Entry Agreements to conduct the asbestos surveys. The County prefers issuing one comprehensive notice to proceed; however, bidders should take into consideration the County's notice to proceed may occur in separate phases depending on property owner responses. The County will provide contact information on each property owner and coordinate with the selected contractor at gaining access.
- The contractor retained by the County shall agree to defend, indemnify, and hold harmless the property owner from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from contractor's performance to complete asbestos and environmental inspections to be paid for by the County.
- All asbestos surveys and reports will be completed within 21 days of the County's notice to proceed.
- Contractor should anticipate not all structures would be available at the same time, properties will be released in groups as access is granted or at time of closing.
- Due to the property damage and varied level of clean-up or partial demolition that has occurred since the flood event, some properties may be determined unsafe to enter limiting the ability to

complete the survey. In such circumstance, the contractor shall use an Iowa licensed project designer who is also a Certified Industrial Hygienist (CIH) or Iowa licensed Professional Engineer (PE) to inspect the safety of the structure. If a property is determined unsafe, a written explanation of the reasons for the determination shall be provided to the County. Upon concurrence of the County, the contractor shall include specifications for demolition of unsafe buildings containing assumed ACM in accordance of OSHA asbestos regulations at 1926.1101(g)(6)(ii). The cost of this service shall be equal to that bid for the Phase I Asbestos Survey.

- Although the County is not aware of environmental issues associated with these properties, the contractor shall determine the level of protective gear and other precautions necessary to safely conduct the survey.
- The contractor shall also note any other non-asbestos environmental concerns that the County should investigate further.
- Inspections shall be made by an Iowa licensed asbestos inspector(s).

Phase II - Asbestos Abatement Post Removal Inspections

- Since the actual number of properties ultimately acquired will vary and a portion of the properties may be clear of asbestos containing materials, the number of demolitions requiring monitoring are anticipated to be less than the proposed 8 properties to be surveyed. We request that bids be based on an estimated 4 follow-up monitoring inspections.
- Due to the number of properties involved, asbestos abatement removal inspection will occur as removal is completed to inspect. It is to be noted that contractor should anticipate multiple trips over the abatement time to expedite the demolition.
- Contractor will be able to charge a re-inspection fee to the County if incomplete abatement is not corrected at the time of inspection.

Basis for Award

The County will award a contract based upon the lowest responsible bid.

Right to Cancel/Reject Proposals

The County reserves the right to cancel this request for bids at any time during the procurement process. They may also reissue this request or re-request bids at any time as well. Any bids received, prior to cancellation, will be returned to their respective vendor(s), along with an explanation of said cancellation. An Agreement, between the County and lowest Bidder, will be executed upon HSEMD review and County Council approval of the procurement process, analysis of quotes, and contractor selection. The County has the right to reject any and all proposals for any or no reason and re-advertise the project.

Due Date

Duplicate bids must be placed in a sealed envelope and received by _____, 2021 by 1:00 p.m. to be considered.

Submittal Requirements

Envelopes containing bids must be sealed and addressed to the office of Planning and Development; Pottawattamie County Courthouse Annex; 223 S 6th Street; Council Bluffs, Iowa 51503. "Bid for Asbestos"

shall be shown in the left corner of the envelope or other visible alternate location. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

All bids will be publicly opened and read on _____, 2021 at _____ p.m. at _____.

Complete and print the **highlighted** sections of the agreement on page 4 through 9, sign agreement on page 14, and Include original agreement and one copy in your submittal envelope.

Complete and print the **highlighted** sections on Exhibit C on page 16, sign the bid tabulation form, and Include in your submittal envelope.

Provide a brief narrative (no more than three pages) based on the questions listed on Exhibit D on page 17 and include in your submittal envelope.

Bidder/Contractor: Insert name

Address: Insert address

County, State, and Zip Code: Insert County, State and Zip Code

THIS AGREEMENT, entered into this ____ day of _____, 2021, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and Insert name, (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on _____, 2021 at ____ at the _____;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory

Accreditation Program), AIHA (American Industrial Hygienic Association) or another accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
 - Property address
 - Photo of each structure tested
 - Date tested/sampled
 - Name, signature, and license number of the inspector who collected the bulk samples
 - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
 - Client sample identification number
 - Laboratory sample identification number
 - Analytical technique used
 - Laboratory quality control procedures
 - Physical description of sample, as received
 - Type(s) and estimated percentage of asbestos
 - Type(s) and estimated percentage of non-asbestos fibers
 - Type(s) (if known) and percentage of other components
 - Date of analysis
 - Name of bulk sample analyst
 - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
 - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.

4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Donald Gross, and submitted no later than ____ on ____, 2021. Faxes or emails may be sent to: _____. Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than _____, 2021. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

7. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is Insert lab name and address and its (their) accreditation is from accreditation (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
 - Satisfactory experience in the timely completion of asbestos surveys;
 - Company's reputation and financial status;
 - Past experience and service provided by the bidder to the County;
 - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
 - Company's ability to meet the County's insurance and bonding requirements;
 - Strength of bidder's hiring and training programs;
 - Company's ability to immediately fully staff the project with certified, licensed staff; and
 - Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than _____, 2021.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.
 - The Chairperson signs this contract.
 - The County issues a “Notice to Proceed” to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
- 11.** If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
 - 12.** The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
 - 13.** Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
 - 14.** The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
 - 15.** Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
 - 16.** The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
 - 17.** During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
 - 18.** This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
 - 19.** The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.

20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker’s Compensation and Employer Liability Insurance in the minimum amount of \$1,000,00.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

SIGNATURE PAGE

Company Name: Insert Company Name

By: _____
Insert Name and Title *Date*

Attest: _____
Insert Name and Title *Date*

Approved and Accepted by Pottawattamie County:

By: _____

Attest: _____

EXHIBIT A – Part 200 Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Exhibit B – Property List

Address	Type
20970 River Road North, Crescent, Iowa	Single Family
20910 River Road North, Crescent, Iowa	Single Family
25834 Meadowlark Loop, Crescent, Iowa	Single Family
14482 Jet Lane, Crescent, Iowa	Single Family
26659 Meadowlark Loop, Crescent, Iowa	Single Family
26888 145th Street, Crescent, Iowa	Single Family
27233 145th Street, Crescent, Iowa	Single Family
27377 145th Street, Crescent, Iowa	Single Family

Exhibit C – Bid Tabulation

Name of Business: _____

Business Classification (check all that apply): Individual Partnership Corporation

Business Address: _____

Contact Name: _____

Telephone: _____

Email: _____

FID/SSN: _____

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	<i>Insert</i>	@ 8	<i>Insert</i>
Phase II – Asbestos Abatement Monitoring	<i>Insert</i>	@ 4	<i>Insert</i>
Total Phase I and Phase II Bid Price			<i>Insert</i>

Signature

Date

Insert Name and Title

Exhibit D – Narrative

Attach no more than three pages which outlines the following:

1. Background of the firm, ownership, services offered, number employees, etc.
2. Description of experience in asbestos surveys including inspection of flood damage properties.
3. Company's ability to fully staff the project with licensed staff.
4. Listing of key staff to be assigned to the project.
5. Other information the bidder would like to provide.
6. Provide three professional references.

**Matt Wyant/Director, Planning & Development
and/or Pam Kalstrup/Acting Director**

Discussion and/or decision to approve:

**Resolution No. 33-2021 entitled: Adoption of the
Administrative Plan for Voluntary Property Acquisition
Funded Under the Hazard Mitigation Grant Program –
HMGP DR-4421-IA-0048.**

RESOLUTION NO. 33-2021

Adoption of the Administrative Plan for Voluntary Property Acquisition Funded Under the Hazard Mitigation Grant Program – HMGP DR-4421-IA-0048.

WHEREAS, On March 26, 2021, Pottawattamie County, Iowa was awarded Hazard Mitigation Grant Program (HMGP) funding under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL93-288, as amended) and the Code of Iowa, Chapter 29C and administered by Iowa Department of Homeland Security and Emergency Management (HSEMD). And;

WHEREAS, Said award is in accordance with the scope of work and budget that were included in the County’s application package submitted to and approved by HSEMD and the Federal Emergency Management Agency. And;

WHEREAS, The Pottawattamie County Board of Supervisors subsequently authorized the execution of a Sub Award Agreement between HSEMD and County on April 6, 2021. And;

WHEREAS, The County is committed to making this Voluntary Acquisition Program work as quickly as possible so that the affected property owners may promptly make their property decisions with as much information as is available. And,

WHEREAS, The County is required to adopt an Administrative Plan to outline procedures on how the County’s Voluntary Property Acquisition Program will operate. Therefore;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that Board of Supervisors hereby adopts the Administrative Plan for Voluntary Property Acquisition Funded Under the Hazard Mitigation Grant Program – HMGP DR-4421-IA-0048.

DATED THIS 20th day of April, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

ADMINISTRATIVE PLAN

Voluntary Property Acquisition Funded Under the Hazard Mitigation Grant Program – HMGP DR-4421-IA-0048



COUNTY OF POTTAWATTAMIE, IOWA

**ADOPTED BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
ON _____, 2021**

Prepared by

Omaha-Council Bluffs Metropolitan Area Planning Agency

Program Summary

On the March 26, 2021, Pottawattamie County, Iowa (County) was awarded Hazard Mitigation Grant Program (HMGP) funding under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL93-288, as amended) and the Code of Iowa, Chapter 29C and administered by Iowa Department of Homeland Security and Emergency Management (HSEMD). Said award is in accordance with the scope of work and budget that were included in the County's application package submitted to and approved by HSEMD and the Federal Emergency Management Agency (FEMA). The Pottawattamie County Board of Supervisors (Board of Supervisors) subsequently authorized the execution of a Sub Award Agreement between HSEMD and County on April 6, 2021.

This outline of procedures was created to explain how the County's Voluntary Property Acquisition Program (Program) will operate. The County is committed to making this Program work as quickly as possible so that the affected property owners may promptly make their property decisions with as much information as is available.

Voluntary Acquisition Program

Funding for this Program requires that certain conditions are met in order for it to be on a voluntary basis. Since this is a voluntary acquisition that is funded under HMGP, the County is exempt from following the processes and notices to owners required for acquisition by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as URA). However, tenants will be provided assistance in compliance with the URA since relocation is involuntary to them.

A voluntary acquisition Program, in order to be exempt from the Uniform Act, must make offers to purchase on a willing buyer/willing seller basis. That is, if the seller rejects the offer, the County will not pursue acquisition of the property by using its eminent domain powers. In addition, the County must not be purchasing the property for a known project. The County will use the same criteria for purchases in all cases for this Program.

All property owners must sign a voluntary participation statement submitted with the HMGP application.

Purchase Price

The County is using FEMA's *Property Acquisition and Relocation for Open Space* (44 CFR, Part 80) guidance by utilizing the *pre-flood? fair market value of the property* for this voluntary acquisition Program. Appraisals have been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) to determine the market value offered.

Property owners who purchased the property after the flood event or property owners who are not a US National or qualified alien will be offered current fair market value (post flood – as of

the date of the purchase offer) in accordance with Part 80. This value will be determined by a USPAP appraisal procured and approved by the community and grantee.

Situations where large variations in appraised vs. assessed value are noted must be handled on a case by case basis, as Sub-grantees must seek to prevent participation in the project for the sole purpose of profit.

In a situation where a property owner is purchasing a property from the deed holder on contract, the contract purchaser is considered to be the owner. If the contract purchaser abandons the property and “defaults” on the contract after a flood event, ownership reverts to the deed holder. This is considered a change in ownership, and only current market value may be offered. Similarly, in a foreclosure situation that took place after a flooding event, the foreclosing bank may only be offered current market value.

Property owners are not under any obligation to sell their property to the County and, an appeal process is in place to permit other information, including independent appraisals and updated information from the assessor to be submitted for the County’s consideration. HSEMD must be made aware of and approve the resolution to any appeal.

Definition of Owner-Occupant

The County will make its initial offers to purchase to owner-occupants of flood-damaged residential property. An owner-occupant is defined as follows:

1. Holds title to the property with valid deed or valid real estate contract that pre-dates the flood event.
2. Continues to hold title to the property to the date of the County’s offer to purchase,
3. Will certify to having lived in the house as his/her/their primary* residence as of the date of the flood event.

* - Primary is defined as the owner’s principal place of residence. The owner must have resided at the site at least six months plus one day out of the previous twelve months to be considered primary*. This will be verified in order of preference by 1) Homestead Exemption on the property; 2) Income tax returns; or 3) Owner-signed certification stating that the property is their primary residence.

For situations involving a contract purchaser and deed holder, the contract purchaser must be in a position to have the deed transferred to the community upon closing. For this reason, the deed holder’s participation will be necessary at some point in the acquisition process.

Definition of Investor-Owner

If applicable, the County will make offers to purchase to investors-owners of the selected flood-damaged residential property. An investor-owner is defined as follows:

1. Holds title to the property with valid deed or valid real estate contract that pre-dates the flood event,
2. Continues to hold title to the property to the date of the County's offer to purchase and did not occupy the unit as of the date of the flood event,
3. The investor-owner shall provide the County with additional information as may be required by the County, including available information on any tenants.

What is to be Acquired

The County will acquire all land and improvements associated with the properties subject to this Program. For any commercial property acquired under this Program, the County will complete an environmental review (beginning with a Phase I Environmental Site Assessment) to certify that the property is clean. This documentation must be provided to HSEMD and FEMA for approval prior to the County's acquisition. This requirement will also apply to any residential property for which suspicion of contamination from hazardous materials exists.

Pre-Acquisition Activities

The County shall undertake a number of activities relating to each property prior to making an offer to purchase. Briefly, these activities are:

1. Determine pre-flood market value as described above in "Purchase Price". Ensure homeowner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17.
2. Identify the owners who want their property to be considered for acquisition.
3. After the property owner indicates their interest in participating in the voluntary acquisition Program, the County will:
 - a. Prepare a schedule of property values for all properties in the project.
 - b. Order an abstract update and title opinion.
 - c. Order a "mortgage" property survey.
 - d. Work with FEMA through HSEMD as well as the Small Business Administration (SBA) to obtain information on the proceeds received through those agencies' Programs for each property.
4. Complete all pre-acquisition items on the Pre-Acquisition / Demolition Checklist.
 - a. Obtain a "notice to proceed" with acquisition & demolition from HSEMD

- b. These items must be complete prior to acquisition to ensure compliance with 44 CFR part 80.17(d) which states that incompatible facilities (improvements to property) must be removed within 90 days of acquisition.

Timing of Offers

The County will make offers to purchase to willing and eligible property owners after completion of the aforementioned pre-acquisition activities. It is anticipated that offers will be delivered to eligible owners as quickly as possible.

Offer

The County will make its purchase offers in substantially the same form as used with other County purchases of property, and including appropriate terms as provided by or required by the participating State and Federal agencies. Important policy elements of the offer are:

1. *Purchase Price:* The pre-flood or current USPAP appraised value of the real estate, or as defined in “Purchase Price”. Ensure homeowner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17. Refer to previous section to address properties that will be offered an amount other than pre-flood value.
2. *Deduction from Purchase Price:* As applicable, insurance proceeds for real estate damage, other public payments as determined by FEMA that represent a duplication of payment for the real estate, property taxes due and owing, and other payments required to clear special assessments, liens or judgments, will be paid prior to closing or deducted from the HUD-1 settlement statement at the time of closing. The purchase offer **should not be reduced by these amounts**; instead the HUD “proceeds to the seller” column will be adjusted. The County will receive individual determinations by FEMA and SBA of the deductions or credits on FEMA and/or SBA funds already disbursed.
3. *Closing and Possession:* The County will not close and take possession of a property until the house is uninhabited by the seller(s) and all personal property has been removed from the property.

In order to accomplish this transfer of ownership and possession in a manner that does not place the sellers or the County in a position of financial risk or other liability, a process was designed to use a closing agent to manage the acquisition by the County together with the move to a replacement housing location.

After the County and the seller have executed the Offer to Purchase, the property has been inspected as needed, notices and meetings with tenants conducted and the deed to the property has been drafted, the documents will be delivered to the closing agent to retain until the buyer and seller have agreed on a closing date. It is optimal (but not necessary) for the seller to have purchased a replacement dwelling or have found other accommodations so that closings may be concurrent. The closing can occur when the title and close-related issues are satisfied.

Offer Form

The County will provide a written purchase price at the time an offer to purchase is presented. An example of the form that will be used is attached - Purchase Offer Form. Essential factors in the form include:

Closing Date – A mutually agreed upon date by the County and the seller to close on the property.

Clear Title – The seller must provide clear title to the County's satisfaction before the closing can occur. The seller must convey by warranty deed. Title insurance in the form of a title guaranty certificate must be obtained through Iowa Title Guaranty prior to closing. Although this certificate is not required by Iowa law, it is required by the HMGP Acquisition Program.

Eligibility – The County must certify the property owner is either a National of the United States or qualified alien before offering pre-flood market value for the property.

Expiration Date – The County will allow two weeks from the date the offer is made for the seller to decide whether to accept. The County will permit an extension of the expiration date, if requested in writing by the owner, up to an additional two weeks. It is the intention of the County to make as many offers as quickly as possible. Sellers will be reminded that if they do not want to accept the offer, they must let the County know as soon as possible.

Property Inspection – The seller will grant access to the County to inspect the flood damaged property for personal property, hazardous materials, etc. that must be removed prior to closing.

Removal of Debris – The seller agrees to remove, at their expense, prior to closing, all vehicles and vehicle parts, firewood, construction material debris, and other personal property located on the site.

Relocation Outside the Floodplain – To be eligible for Replacement Housing Benefits, the seller is required to purchase or rent a comparable decent, safe and sanitary housing unit within 6 months of acceptance of the County's Offer that is located outside of the regulatory SFHA / Zone A or AE, NFIP Flood Hazard map boundaries. Only one replacement housing benefit per replacement housing unit is allowed. (i.e. – if two displaced individuals move into one replacement housing unit, they are only eligible for one replacement housing benefit). Compliance with the requirements set forth in 49 CFR part 24 is required.

Subject to Approval of the Board of Supervisors – The offer is subject to the Board of Supervisors approval of the form of offer and the specific offer terms for each property.

Appeal of Offer Price

If, after the presentation of the offer, the seller believes the offer price is incorrect due to factual errors and/or can present additional information directly relating to the fair market value, the County will have an appeal process as described below:

The seller may appeal the estimate of fair market value after presentation of the County's offer to purchase and before the expiration date of the offer to purchase. Within two weeks of the County's offer to purchase, the seller shall present a written statement which includes the reason for the appeal such as factual information and any data that support the reason for the appeal to increase the offer price. HSEMD must be made aware of and approve the resolution to any appeal that will cause a deviation from the approved scope of work or budget.

The seller or community must assume the responsibility of securing an appraisal (at *pre-flood* value if applicable) from a USPAP certified appraiser approved by the County. The cost of the appraisal will be the responsibility of the seller. The seller will understand that the pre-flood appraised value will be taken under consideration after the total project budget expenses are known and any revision in the acquisition offer will be subject to Board of Supervisors approval. The seller is NOT guaranteed that the appraisal price will be used to determine the offer price, and should anticipate that the County will not exceed its total project budget.

Within 30 days of filing the written appeal statement, the seller must provide the appraisal report to the County for review. The seller may submit a written request to the County for a 14-day extension to allow the additional time necessary to secure the appraisal. In the case that the seller exceeds the 30-day period to obtain and submit the appraisal, and does not provide a written request for an extension, the original offer to purchase price will prevail.

NOTES: (1) The federal Program only allows the "as is" purchase price if purchased within a year of the Sub-applicant's offer. If the property was purchased post-flood, an appraisal reflective of current market value must be used to determine market value. Appeals to the current market value may be considered, however any costs above the current market value will be the responsibility of the community. The only exception may be if a property has been improved since its purchase. HSEMD must be made aware of and approve any appeals that will deviate from the approved scope of work or budget. (2) If the County chooses to offer more than what the Program funds will pay, the portion over the allowed amount will be the responsibility of the County.

Process After Offer is Accepted

If the property owner accepts the County's offer, the following will be undertaken:

1. The seller will provide the County with the property abstract or, if necessary, the County will obtain a new 40-year abstract at the buyer's expense.

2. The County will forward the abstract or request for a new abstract to an escrow agent that will function as the Program's closing agent.
3. The escrow agent will be responsible for ordering the abstract work, issuing a title opinion, transmitting the title opinion to the property owner and providing sample forms of affidavits and releases. Upon receipt of the necessary title-clearing documents from the seller, the escrow agent will prepare a closing statement utilizing the HUD-1 Settlement Statement Form, and set up the closing. The County will notify the Grant Administrator of the pending closing in order to undertake the required property inspections and prepare appropriate requisitions.
4. The escrow agent will not close the transaction and the County will not take title to the subject property until the buyer and seller have come to an agreement on the date of the closing. Optimally the displaced property owner will locate a replacement property, obtain an accepted offer on that property, and have prepared to move into the replacement property so that closings on the displacement and replacement dwellings can be concurrent. The intention for this process is that the County wishes to arrange to take title to the flood damaged properties when the owner is ready to vacate and take possession of their chosen replacement property.
5. The warranty deed and deed restrictions will be recorded with the County Treasurer.

Acquisition Staff

The Acquisition staff, supplied by the Grant Administrator, will present the offer in person and be available to answer questions. After the offer is made, the Notice of Relocation Eligibility will be presented and the Grant Administrator will inspect the property.

If the offer is rejected and the property owner chooses not to sell the property, the acquisition staff will close the property's file and 'de-obligate' the funds reserved for the property's acquisition and relocation payments.

Contract Services

The County shall hire a number of services to be performed on a contractual basis to assist in the acquisition Program. The services contracted for, or to be contracted for are:

1. Title certificate and abstracts
2. Mortgage property surveys
3. Title opinions
4. Escrow agent / Closing agent
5. Historical intensive level surveys, if required
6. Demolition work
 - Asbestos Testing/Survey and Monitoring
 - Asbestos Abatement (if necessary)
 - Structure Removal
7. Appraisals
8. Phase I ESAs

9. Decent, Safe and Sanitary Inspection Services

Property Management

Summary

The County will undertake certain property management activities upon the acquisition of those voluntary-participating, flood-damaged properties that the owners choose to sell. It is the intention of the County to minimize its costs and risks in managing the properties when acquired.

Inspections

The form of the Offer to Purchase provides that the County will have the right to inspect the premises once the seller accepts the offer. The purposes of the inspection are to determine if there are any hazardous materials on site, serious safety risks or unique fixtures to the property that the County would need to deal with upon its acquisition.

A further requirement of the Offer to Purchase provides that the seller agrees to remove from the property, at their expense and prior to closing, all vehicles, wood, construction materials, debris and personal property. The purpose of this provision is to ensure that the County is not burdened with the cost and risk of injury or expense of removal of the abandoned personal property.

Salvage

Salvage by the County will not occur without a compelling reason, as this is considered to be Program income and reduces the Federal cost share of the project. Salvage rights will be awarded to the demolition contractor in an effort to reduce demolition costs. The County retains the right to sell part or all of the structure following transfer of title from the owner and prior to demolition. Revenue from salvage will be considered Program income and treated accordingly.

Demolition

The County will comply with the “Public Assistance Demolition Guide” that was provided by HSEMD for demolition completion. All acquired property will be returned and maintained as open space in accordance with 44 CFR part 80 and the FEMA Hazard Mitigation Assistance Unified Guidance.

Program Close-Out

Once the owners of all eligible properties have been contacted and acquisitions / demolitions have either been completed or declined, a review of the files will be completed by staff following the clearing of all fixtures from the subject properties. Any Program revisions that may have occurred will be noted in the Administrative Plan and all files will be kept in accordance with the Community’s standard file policies and procedures. A final project and grant closeout meeting between the community and HSEMD will be coordinated. At completion of the grant activities, the community shall provide the following to FEMA through the State:

- A photograph of the property site after project implementation

- A copy of the recorded deed and attached deed restrictions
- Latitude and Longitude coordinates for each property

Relocation

Overview

The Relocation portion of this document will describe the County's provision of relocation assistance for the residential properties that are purchased. Benefits will be made available as described below. Compliance with the provisions of 49 CFR part 24 is required.

Funding Sources

The County will be utilizing federal, state, and local funding in order to provide relocation benefits for properties that are actually acquired.

Relocation Assistance Program for Owner-Occupants

The voluntary nature of this Program does not obligate the County to provide relocation benefits.

Tenant Relocation Benefits Program

The County will provide relocation assistance in conformance with the Uniform Act in concert with the Robert T. Stafford Disaster Relief Act of 1974 provisions for tenants of the flood damaged property. The tenants of the flood damaged property are considered to be involuntarily displaced when the County accepts an offer to purchase the flood damaged property. Accordingly, the County will award Tenant Relocation Benefit standards for eligible tenants in accordance with the URA regulations.

1. *Eligibility*: To be eligible for the Tenant Residential Relocation Benefits, the tenant must:
 - a. Have been, as of the date of initiation of negotiations, a legal residential occupant of the flood damaged property for which the Board of Supervisors has approved acceptance of the purchase offer.
 - b. The tenant can prove evidence of the tenancy for a minimum of 90 days prior to the initiation of negotiations.
 - c. Purchase or rent a decent, safe and sanitary replacement housing unit that is located outside of Zone A on NFIP Flood Hazard maps.
2. *Determination of Benefits*: The relocation staff will determine benefits in accordance with the Uniform Relocation Act and funding source requirements, which will not exceed \$7,200 (unless housing of last resort provisions are utilized if approved by HSEMD and FEMA Region VII).

3. *Replacement Housing Requirements:* All tenants receiving the Replacement Housing Benefit must relocate to housing units that are decent, safe and sanitary and are located outside of Zone A on NFIP Flood Hazard maps.

The decent, safe and sanitary inspection is not a certification or guarantee of the housing unit's condition or of its major systems (such as heating, plumbing and electrical). A qualified individual will inspect, at minimum, the items that are specifically listed in federal regulations (49 CFR, Part 24).

4. *Moving Expense Payment:* In addition, the County will reimburse moving expenses once the tenant relocates into a replacement dwelling. Actual expenses may be reimbursed, or an advance / reimbursement may be based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule.

Post-Settlement Transfer of Property Interest

The County understands that transfer of property interest will only be considered if the transferee meets the requirements stated in 44 CFR §80.19(b). After acquiring the property interest, the community (including successors in interest) shall convey any interest in the property only if the FEMA Region VII Regional Administrator, through the State of Iowa, gives prior written approval of the transfer and the transferee.

The transferee must be another public entity or a qualified conservation organization. A qualified conservation organization means an organization with a conservation purpose where the organization maintained that status for at least 2 years prior to the opening of the grant application period that resulted in the transfer of the property interest to the community, pursuant to §170(h) (3) and (4) of the Internal Revenue Code of 1954, as amended, and the applicable implementing regulations. The transferee must document its status as a qualified conservation organization, where applicable. Any request to convey any interest in the property must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of the original mitigation grant conveyance, 44 CFR Part 80 and Hazard Mitigation Grant Program programmatic guidance, and must reference and incorporate the original deed restrictions providing the notice of conditions. The statement must also incorporate a provision for the property interest to revert to the community or State in the event that the transferee ceases to exist or loses its eligible status as defined in 44 CFR §80.19.

Monitoring Reporting and Inspection

HSEMD and the community will work together to ensure that the property is maintained in accordance with land use regulations. Every 3 years, the community must submit documentation to the FEMA Region VII Regional Administrator, through the State of Iowa, certifying that the community has inspected the property with the month preceding the report and that the property continues to be maintained consistent with the provisions of the grant. The State, FEMA and the community have the right to enter the parcel, with notice, in order to inspect the property to ensure compliance with land use regulations.

Relocation Staff

For the owner-occupants participating in the voluntary acquisition Program, the Relocation staff, provided by the Grant Administrator, will present the Notice of Relocation Eligibility in person after the County's offer to purchase is made. They will be available to answer questions at that time and on a phone basis, as needed.

Relocation staff will work with identified tenants if and when investors-owners of residential properties accept Offers to Purchase made by the County.

Records Retention and Audit Requirements

Records will be maintained for a minimum of three years from the date that HSEMD provides written notification to the County that the grant has been closed. Records retention must comply with the 44 Code of Federal Regulations (CFR), Section 13.26. Audit requirements will be in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 (provisions of June 1997).

**Matt Wyant/Director, Planning & Development
and/or Pam Kalstrup/Acting Director**

Discussion and/or decision to approve:

**Amended Development Agreement with Armstrong
Investments, LLC, Authorizing Tax Increment
Payments and Pledging Certain Tax Increment
Revenues to the Payment of the Agreement.**

AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

POTTAWATTAMIE COUNTY

AND

ARMSTRONG INVESTMENTS LLC

_____, 2021

AMENDED AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT, is made on or as of the _____ day of _____, 2021, by and between POTTAWATTAMIE COUNTY, IOWA, a municipality (“County”), established pursuant to the laws of the State of Iowa and acting under the authorization of Chapter 403 and Chapter 15A of the Code of Iowa, 2021, as amended (“Urban Renewal Act”) and ARMSTRONG INVESTMENTS, LLC, a Nebraska limited liability company (“Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of an economic development area in the County and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”), which is described in the Pottawattamie County Industrial Park Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 59-2020 on July 21, 2020 (the “Urban Renewal Plan”); and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain Water Improvements to be constructed to provide water service to the Development Property, plat the Development Property to create multiple lots for industrial businesses in the Urban Renewal Area, and market the lots for the development to industrial businesses thereon for the businesses’ construction of certain Minimum Improvements (the “Project”); and

WHEREAS, the County is willing to cause certain Pubic Improvements to be constructed in the Urban Renewal Area to support the development of lots on the Development Property; and

WHEREAS, the County and the Developer entered into a Development Agreement (the “Original Agreement”) dated August 18, 2020, in connection with the Developer’s undertaking of the Project on the Development Property; and

WHEREAS, it is now necessary to amend the Original Agreement to provide for incremental property tax payments to the Developer and to make other related changes; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the County and the Developer and to replace the Original Agreement; and

WHEREAS, the County believes that the development of the Development Property and Urban Renewal Area pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the County and in accord with the public purposes and

provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Amended Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Annual Certification means the certifications that the Developer must complete and submit to the County each year as described in Section 6.7 of this Agreement and attached hereto as Exhibit C.

Armstrong Investments Subfund means a separate account within the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund of the County in which Development Property TIF received by the County with respect to the Minimum Improvements and the Development Property shall be deposited.

Base Valuation shall mean the taxable valuation of the Development Property as of January 1 of the year prior to the year in which the County first certifies a tax increment debt against the Development Property.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

County means Pottawattamie County, Iowa.

County Internal Advance means the internal advance of County funds to pay the costs of constructing the Public Improvements, including accrued interest thereon.

Developer means Armstrong Investments LLC, a Nebraska limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Pottawattamie County Industrial Park Urban Renewal Area described in Exhibit A attached to this Agreement.

Development Property TIF means the Incremental Property Tax Revenues derived relative to the Minimum Improvements and the Development Property divided and made available to the County for deposit in to the Armstrong Investments Subfund of the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance measured from and above the Base Valuation.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Incremental Property Tax Revenues means the amount of dollars calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Development Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Development Property, as shown on the property tax rolls of Pottawattamie County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Minimum Improvements means the structures constructed on lots on the Development Property.

Ordinance means Ordinance Number 2021-03 of the County, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund.

Payments means the payments to be made by the County to the Developer under Article VIII of this Agreement.

Project shall mean the Developer's construction of the Water Improvements on the Development Property, the Developer's creation and marketing of the lots for industrial development, and the development of industrial businesses on the Development Property, as described in this Agreement.

Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 3331 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Public Improvements means the street and storm sewer improvements to be constructed by County within the Urban Renewal Area, as more particularly described in Exhibit B.

RISE Eligible means development or businesses that are value-adding and bring new dollars to the State from outside of the State, subject to the Iowa Administrative Code provisions regarding the Iowa Department of Transportation's RISE Program. Examples of development and businesses that are NOT "RISE Eligible" are companies providing local services, residential development, health facilities, retail development, local government facilities, and commercial business such as gas stations, truck washes, and restaurants.

RISE Grant Reimbursement Payments means those payments that may be made by the Developer to the County pursuant to the terms and conditions of Section 6.6(c).

Shortfall Payments means those payments that may be made by the Developer to the County pursuant to the terms and conditions of Section 4.5.

State means the State of Iowa.

Term means the time period beginning on and including the Commencement Date and ending on and including the Termination Date.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the County with respect to the County's obligations).

Urban Renewal Area means the area known as the Pottawattamie County Industrial Park Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Pottawattamie County Industrial Park Urban Renewal Area, described in the preambles hereof.

Water Improvements means the water infrastructure to be constructed by the Developer to provide water service to the lots on the Development Property, which water infrastructure will be owned and operated by Council Bluffs Water Works.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. Armstrong Investments LLC, is a Nebraska limited liability company, duly organized and validly existing under the laws of the State of Nebraska and duly registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the County, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the County has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. The Developer will cause the Water Improvements and the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

g. The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the

Water Improvements may be lawfully constructed. The Developer will require the buyers of lots on which the Minimum Improvements are to be constructed to obtain in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

h. The Developer will dedicate any easements on the Development Property related to the Public Improvements, if any, to the County at no cost to the County.

i. The Developer will cooperate fully with the County in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Water Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Water Improvements shall be complete on or before August 31, 2021.

k. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION OF WATER IMPROVEMENTS AND MINIMUM IMPROVEMENTS, AND TAXES

Section 3.1. Construction of Water Improvements.

a. The Developer agrees that it will cause the Water Improvements to be constructed to provide water service to the Development Property. The Developer agrees that the scope and scale of the Water Improvements shall be sufficient to meet the standards of Council Bluffs Water Works and to comply with all applicable local, state, and federal laws, rules, and regulations. The Developer represents and warrants that it shall work cooperatively with Council Bluffs Water Works during and following construction of the Water Improvements, and that Developer is constructing the Water Improvements to be owned and operated by Council Bluffs Water Works.

b. Subject to Unavoidable Delays, the Developer shall cause construction of the Water Improvements to be undertaken and completed by the date forth in Section 2.2(j) or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Upon completion of the Water Improvements, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Water Improvement Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvements and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Water Improvement Costs may include costs relating designing and constructing the Water Improvements, landscaping and grading the Water Improvements, interest expense and other costs of financing, and other reasonably related costs of carrying out the Water Improvements.

Section 3.2. Construction of Minimum Improvements. The Developer is developing lots on the Development Property with the intention and expectation that Minimum Improvements will be constructed on the Development Property.

Section 3.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or any portion thereof, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property, or any portion thereof, between the date of execution of this Agreement and the Termination Date.

ARTICLE IV. PUBLIC IMPROVEMENTS

Section 4.1. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the ability of the County to perform the obligations described in this Agreement with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate Board of Supervisors actions and required legal proceedings, and subject to each of the following conditions precedent:

a. The ability of the County to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to effect adoption of the Urban Renewal Plan authorizing the Public Improvements as an urban renewal project; and

b. The County shall have completed all applicable public bidding requirements for the Public Improvements in the County's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the County in its sole discretion; and

c. The Developer negotiating in good faith with the County to provide and providing all necessary public utility easements, if any, over and through the Development Property with no compensation to Developer; and

d. The completion and satisfaction of certain separate Board of Supervisor actions and all required legal proceedings relating to the financing necessary for the construction of the Public Improvements, if any (in the sole judgment of bond counsel for the County); and

e. The County shall have secured financing for the construction of the Public Improvements, such as the completed sale of bonds, if any, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and

f. There has not been a substantial change for the worse in the resources of Developer, which changes make it likely that the Developer will be unable to fulfill its covenants and obligations under this Agreement; and

g. The Developer shall be in material compliance with all of the terms and provisions of this Agreement.

Section 4.2. RISE Grant. Developer and County acknowledge that County has been approved by the Iowa Department of Transportation for a RISE program grant, pursuant to Iowa DOT Agreement No. 2020-R-017 (the “RISE Contract”), in connection with the Public Improvements (which are further described in Exhibit B and Exhibit B-2). The RISE Contract has already been executed by the County and the Iowa Department of Transportation. Accordingly, in addition to the conditions precedent set forth in Section 4.1, the County’s continued eligibility to receive the RISE funds under the RISE Contract, including that no default has occurred under the RISE Contract and the RISE Contract has not been terminated, is a condition to the County’s construction of the Public Improvements.

Section 4.3. Construction of the Public Improvements. Contingent on the Developer’s compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 4.1 of this Agreement, the County intends to fund and then construct the Public Improvements. The County’s obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the County) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same.

Section 4.4. No Special Legal Entitlements. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the County and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the County and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 4.5. Shortfall Payments. For and in consideration of the County’s construction of the Public Improvements, in addition to its other obligations under this Agreement, Developer

agrees to make Shortfall Payments, subject to the following terms and conditions; provided, however, that in no event will the aggregate amount of Shortfall Payments exceed the amount of the principal and interest payments (collectively, the “Debt Service”) for the County Internal Advance, plus any late payment interest.

a. In the event that, for any reason whatsoever, including but not limited to, a change in the tax laws of the State of Iowa (for example, a change in commercial rollback to determine taxable value or a change in the manner in which incremental taxes are calculated under Iowa Code Section 403.19), the Development Property TIF collected on the Development Property and Minimum Improvements in any fiscal year, pursuant to Iowa Code Section 403.19, is forecasted to be insufficient to fully pay the fiscal year’s annual Debt Service for the County Internal Advance, then Developer agrees to promptly make a payment to the County equal to the difference between the amount of the forecasted available Development Property TIF and the fiscal year’s annual Debt Service for such County Internal Advance (the “Shortfall Payment”). The intent of this provision is to ensure if, for any reason, the Development Property TIF is not sufficient to make the County’s annual Debt Service payments on the County Internal Advance, the Developer shall promptly make a Shortfall Payment to the County so that the County can make all Debt Service payments on the County Bonds when due.

The County Internal Advance shall be issued by the County in the amount of \$540,000 to be repaid from the Development Property TIF in equal principal installments of \$54,000 each beginning in the first year for which Development Property TIF becomes available and continuing for a period of nine (9) additional fiscal years, with interest thereon at the rate of 1.5% per annum.

b. The County shall give reasonable written notice to Developer of Developer’s obligation to pay a Shortfall Payment, at least 90 days prior to the date when the County’s next Debt Service payment is due, and Developer shall pay the Shortfall Payment to the County no later than 30 days after the County’s written request. If the Shortfall Payment is not made when due, interest at a rate of 8% per annum shall accrue from the due date of the Shortfall Payment.

c. The Developer further acknowledges and agrees that before making any Development Property TIF available to fund the Payments to the Developer, the County will first deduct therefrom an amount (the “Internal Advance Debt Service Deduction”) sufficient to pay the Debt Service on the County Internal Advance.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or, with respect to lots on the Development Property which Developer has conveyed to third parties, will use commercially reasonable efforts to cause its successors in interest to maintain, at all times until the Termination Date of this Agreement:

i. Insurance against loss and/or damage to the Development Property and the improvements constructed thereon, including the Minimum Improvements, under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious

mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of such improvements.

ii. Such other insurance, including workers' compensation insurance, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

b. With respect to those portions of the Development Property owned by Developer, including any improvements thereon, Developer agrees to notify the County immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Development Property or improvements thereon, or any portion thereof resulting from fire or other casualty. Developer agrees to use any proceeds paid by an insurer to Developer under a policy or policies maintained by Developer on the Development Property or improvements thereon shall be paid directly to Developer (as applicable to the specific policy), and Developer will apply such proceeds to the payment or reimbursement of the repair, reconstruction, and restoration of the Development Property and the improvements thereon, as applicable. Developer agrees to repair, reconstruct, or restore the Development Property and the improvements thereon, as applicable, to substantially the same or an improved condition or value as they existed prior to the event causing such damage. Developer shall complete the repair, reconstruction, and restoration of the Development Property and the improvements thereon, as applicable, whether or not such proceeds of insurance received by Developer for such purposes are sufficient to complete such repair, reconstruction, and restoration.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all state, federal and local laws, rules and regulations relating to the Water Improvements, Minimum Improvements, Development Property, and the Project.

Section 6.4. Non-Discrimination. In the development of the Development Property and other actions related to the Project, the Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants or employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the County with copies of information requested by County that are related to this Agreement or the Project so that County can determine compliance with the Agreement.

Section 6.6. RISE Eligible Businesses; RISE Grant Reimbursement Payments.

a. Developer is undertaking the development of the Development Property and causing construction of the Minimum Improvements with the anticipation that the Minimum Improvements, as well as other portions of the Development Property, will be occupied by commercial or industrial enterprises that will be employing individuals at least until the Termination Date of this Agreement. Developer acknowledges the requirements of the RISE Contract, including that the majority of the RISE project area (depicted in Exhibit B-2 and overlapping the Development Property) must be developed and maintained as RISE Eligible.

b. For and in consideration of the County's construction of the Public Improvements, which are subject to the terms of the RISE Contract, Developer agrees that it shall only sell lots on the Development Property to businesses that are RISE Eligible businesses.

c. If the County is required to repay any amount of the RISE Grant under the RISE Contract because the lots on the Development Property are not sold to and developed by RISE RISE Eligible businesses, then the Developer agrees to pay to the County an amount equal to the amount the County is required to repay under the RISE Contract terms (the "RISE Grant Reimbursement Payment"). The County shall give reasonable written notice to Developer of Developer's obligation to make the RISE Grant Reimbursement Payment, and Developer shall pay the RISE Grant Reimbursement Payment to the County no later than 30 days after the County's written request. If the RISE Grant Reimbursement Payment is not made when due, interest at a rate of 8% per annum shall accrue from the due date of the RISE Grant Reimbursement Payment.

Section 6.7. Annual Certification. To assist the County in monitoring the Agreement and performance of Developer hereunder, until such time as Developer is released from its obligations hereunder on the Termination Date, Developer shall annually provide to the County: (i) proof that all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the RISE Eligible businesses which have purchased lots on the Development Property as of the date of the Annual Certification; and (iv) certification that the signing officer of Developer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

In addition, the Developer agrees to certify (the "Triggering Certification") to the County of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the fiscal year immediately preceding the fiscal year in which the initial Payment is intended to be made. In any event, the Triggering Certification shall be made by no later than October 15, 2024. The Developer hereby acknowledges that including the language set forth in Section (v) of the Annual Certification shall

constitute the Triggering Certification. The Developer further acknowledges that the Triggering Certification should be filed by October 15 of the calendar year in which new assessed taxable valuation from the Minimum Improvements is first reflected on the Pottawattamie County property tax rolls.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2041, both dates inclusive. Developer shall provide supporting information germane to each Annual Certification upon request of the County. See Exhibit C for the form required for Developer's Annual Certification.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the County consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the County.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the County consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the County consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the County.

ARTICLE VIII. ECONOMIC DEVELOPMENT PAYMENTS

Section 8.1 Review of Costs Documentation. The County planning and development staff will review the Costs Documentation upon receipt from the Developer. If the County determines that the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Water Improvements, the County shall record a summary of the date, amount and nature of the accepted Water Improvement Costs (the "Accepted Costs") on the Summary of Accepted Water Improvement Costs attached hereto as Exhibit E, and such summary shall be the official record of the Accepted Costs for purposes of tallying the Maximum Payment Total, as defined in Section 8.2 of this Agreement.

If the County determines the Water Improvement Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Water Improvements, the County shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

Section 8.2. Payments.

a. Number of Payments. In recognition of the Developer's obligations set out above, the County agrees to make ten (10) annual Payments to the Developer during the Term, pursuant to Chapters 15A and 403 of the Code, provided, however, that the aggregate amount of the Payments shall not exceed the lesser of (i) the Accepted Costs, or (ii) \$200,000 (the "Maximum Payment Total").

b. Schedule of Payments. Payments will be made on or before each June 1 of each fiscal year, commencing June 1 of the fiscal year immediately succeeding the fiscal year in which the Triggering Certification is made and continuing for period of nine (9) additional fiscal years thereafter, or until such earlier date upon which the total Payments equal to the Maximum Payment Total have been made.

c. Amount of Payments. The amount of each Payment shall not exceed the amount of remaining Development Property TIF (such amount excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) and actually received by the County from the Pottawattamie County Treasurer under the terms of the Ordinance and deposited into the Armstrong Investments Subfund during the twelve-months immediately preceding each Payment due date after the County has first withheld the Internal Advance Debt Service Deduction and subject to limitation and adjustment as provided in this Article.

Section 8.3. Conditions Precedent. Notwithstanding the provisions of Section 8.2 above, the obligation of the County to make a Payment in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement by the Developer; and
- (b) timely filing by the Developer of the Annual Certification required under Section 6.7 hereof and the Board of Supervisor's approval thereof; and
- (c) the construction of the Water Improvement and the Minimum Improvements pursuant to the terms of this Agreement.

In the event that an Event of Default occurs or any certification filed by the Developer under Section 6.7 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured, the County shall have the remedies set forth in Section 10.2.

Each Annual Certification filed by the Developer under Section 6.7 hereof shall be considered separately in determining whether the County shall make a Payment available to Developer under this Section. Under no circumstances shall the failure by the Developer to qualify the Developer for a Payment in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Payments may be awarded to the Developer or the total amount thereof, it being the intent of parties hereto to provide the Developer with an opportunity to receive Payments only if the Developer fully complies with the provisions hereof

and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.2.

Section 8.4. Source of Payments. The Payments shall not constitute general obligations of the County, but shall be made solely and only from the Development Property TIF received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Minimum Improvements on the Development Property. Furthermore, the Payments shall be payable from and secured solely and only by amounts deposited and held in the Armstrong Investments Subfund. The County hereby covenants and agrees to maintain the Ordinance in force with respect to the Development Property during the term hereof and to make sufficient deposits of Development Property TIF, if available, into the Armstrong Investments Subfund to fund the Payments. The Payments shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Payments for which the Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Payments for which the Developer is eligible.

Section 8.5. Certification of Payment Obligation. By no later than December 1 of the year in which the Triggering Certification is filed by the Developer, the County agrees to certify to the Pottawattamie County Auditor an amount of tax increment debt payable from the Development Property TIF equal to \$200,000.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the County and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the “Indemnified Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property, or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who

may be about the Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County only, and not of any governing body member, officer, agent, servant or employee of the County in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Water Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by Developer, or Developer’s successors in interest, to timely pay ad valorem taxes on the Development Property and Minimum Improvements, or any portion thereof;

d. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. The Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due;

or

iv. is adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a

receiver, trustee or liquidator of the Developer shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the County to the Developer (except in the case of an Event of Default under subsections 10.1(e)-(f) which do not require a notice and cure period) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

a. The County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement;

b. The County may terminate this Agreement;

c. The County may demand immediate payment of any unpaid Shortfall Payments and/or RISE Grant Reimbursement Payments; and

d. The County may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

e. The County will have no obligation to make Payments to the Developer subsequent to the Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the County, an amount equal to the full amount of the Payments previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The County may take any action, including any legal action it deems necessary, to recover such amounts from the Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the County shall employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the County the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the County in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the County, or its designees or agents, nor any consultant or member of the governing body of the County, and no other public official of the County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to Armstrong Investments LLC at Armstrong Investments, LLC at 3131 Hascall Street, Omaha, NE 68105 ; Attn: Jason Armstrong, President; and

b. In the case of the County, is addressed to or delivered personally to Pottawattamie County at 223 South 6th Street, Council Bluffs, IA 51501; Attn: Planning and Development Department;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the County by virtue hereof. The Developer shall reimburse the County for all costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2041, unless terminated earlier under the terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by its Board Chair and its seal to be hereunto duly fixed and attested by its Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

POTTAWATTAMIE COUNTY, IOWA

ATTEST:

By: _____
Scott A. Belt, Chairperson

By: _____
Melvyn Houser, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Scott A. Belt and Melvyn Houser, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Pottawattamie County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Amended Agreement for Private Development – Pottawattamie County]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in Pottawattamie County, State of Iowa, more particularly described as follows:

I-29/I-80 INDUSTRIAL PARK LT 2
I-29/I-80 INDUSTRIAL PARK LT 3
I-29/I-80 INDUSTRIAL PARK LT 4
I-29/I-80 INDUSTRIAL PARK LT 5
I-29/I-80 INDUSTRIAL PARK LT 6
I-29/I-80 INDUSTRIAL PARK LT 7
I-29/I-80 INDUSTRIAL PARK LT 8
I-29/I-80 INDUSTRIAL PARK LT 9
I-29/I-80 INDUSTRIAL PARK LT 10
I-29/I-80 INDUSTRIAL PARK LT 11
I-29/I-80 INDUSTRIAL PARK LT 12
I-29/I-80 INDUSTRIAL PARK LT 13
I-29/I-80 INDUSTRIAL PARK LT 14

EXHIBIT B
DESCRIPTION OF PUBLIC IMPROVEMENTS

Public Improvements means the overlaying of 2,050 feet of 192nd Street, and the construction of South 193rd Circle, North 193rd Circle and Portland Avenue located south of Council Bluffs, as depicted in Exhibit B-1, to be constructed by the County.

EXHIBIT B-1
PUBLIC IMPROVEMENTS

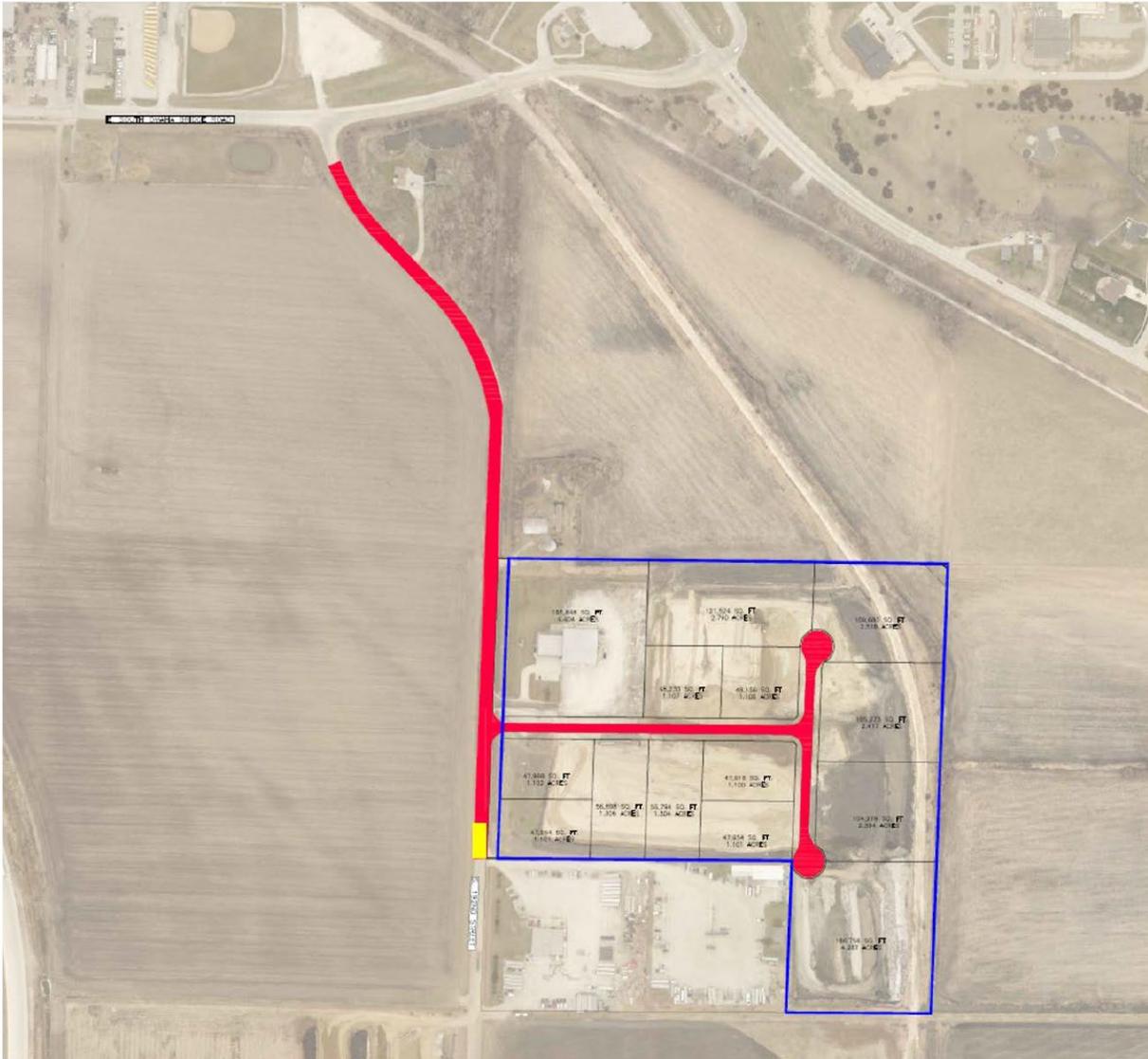


EXHIBIT C
DEVELOPER ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

(i) All ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, _____, at a full assessment value of \$ _____;

(iii) The following RISE Eligible businesses have purchased lots on the Development Property as of the date of this Certification:

RISE Eligible Business Name	Lot Purchased:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach proof of business occupancy (e.g. a signed statement on business's letterhead). (Attach additional page with businesses listed, if needed.)

(iv) The undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

(v) **[ONLY INCLUDE THIS LANGUAGE IN THE ANNUAL CERTIFICATION OF THE FISCAL YEAR PRECEDING THE FISCAL YEAR IN WHICH THE DEVELOPER INTENDS THE PAYMENTS TO BEGIN]** The undersigned officer of the Developer hereby certifies that the Developer intends for the Payments to begin in the County's 20__ - 20__ Fiscal Year.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

ARMSTRONG INVESTMENTS, LLC, a Nebraska limited liability company

By: _____

Name: _____

Its: _____

Attachments: (a) Proof of payment of taxes (b) Proof of Occupancy

EXHIBIT D
FORM OF COVER PAGE FOR WATER IMPROVEMENTS COSTS DOCUMENTATION

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Water Improvements.

ARMSTRONG INVESTMENTS LLC

By: _____

Title: _____

Reviewed and accepted by Pottawattamie County, Iowa this ____ day of _____, 20__.

By: _____

Chairperson, Board of Supervisors



*Pottawattamie County
Office of Planning and Development*

TO: Board of Supervisors
FROM: Pam Kalstrup
DATE: April 15, 2021
RE: Amended Development Agreement

At the April 13th BOS meeting, clarification was requested on the following section of the Development Agreement:

Section 6.7. Annual Certification. To assist the County in monitoring the Agreement and performance of Developer hereunder, until such time as Developer is released from its obligations hereunder on the Termination Date, Developer shall annually provide to the County: (i) proof that all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the RISE Eligible businesses which have purchased lots on the Development Property as of the date of the Annual Certification; and (iv) certification that the signing officer of Developer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

In addition, the Developer agrees to certify (the "Triggering Certification") to the County of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the fiscal year immediately preceding the fiscal year in which the initial Payment is intended to be made. In any event, the Triggering Certification shall be made by no later than October 15, 2024. The Developer hereby acknowledges that including the language set forth in Section (v) of the Annual Certification shall

12

4841-3569-4050\2

constitute the Triggering Certification. The Developer further acknowledges that the Triggering Certification should be filed by October 15 of the calendar year in which new assessed taxable valuation from the Minimum Improvements is first reflected on the Pottawattamie County property tax rolls.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2040, both dates inclusive. Developer shall provide supporting information germane to each Annual Certification upon request of the County. See Exhibit C for the form required for Developer's Annual Certification.

The RISE Grant states the following:

- **RISE Long Term Monitoring:** The DOT shall monitor the progress of the associated economic development following the construction of the RISE project for 20 years.

This section and date was included in the DA to ensure the jobs being created in the Industrial I-29/I-80 Park are in compliance with the RISE Grant terms. However, since the construction of the RISE project has not been completed, Dorsey and Whitney have revised the DA moving the termination date to December 31, 2041 and the last certification under Section 6.7 to October 15, 2041. The original DA written by Ahlers Cooney was created under the assumption that the road construction would be completed in 2020.

Per Dorsey, “the resolution approving the Agreement allows the Chairperson and/or the County Auditor to make changes to the Development Agreement, so further Board action is not necessary to make the change if the Chairperson and the Board are comfortable making the change without further approval. It is certainly not uncommon for changes like this to be made after the Agreement has been approved by the Board.”

The only changes made were to change the references to “2040” in Sections 6.7 and 11.9 to “2041.”

**Matt Wyant/Director, Planning & Development
and/or Pam Kalstrup/Acting Director**

Discussion and/or decision to approve:

**Proposed route for waterline extension in
Southwest Pottawattamie County**

Description	Woodland Trail Route		Extension to	
	Estimated Unit Price	Estimated Units	Extended Cost	Estimated Units
10" Class 250 PVC Pipe	26	-		7950
10" Class 200 PVC Pipe	23			11130
8" Class 250 PVC Pipe	21			
8" Class 200 PVC Pipe	19	28090	\$533,710	28090
Valves, Crossings, and Misc.	45%		\$240,170	
Meter/Control Vault	100,000		\$100,000	
Subtotal Construction Cost			\$873,880	
Construction Contingencies	15%		\$131,082	
Total Estimated Construction Cost			\$1,004,961	
Other Cost (Engineering, Admin, ROW, Etc)	25%		\$251,240	
Connection Charge from Water Source			\$30,000	
Total Estimated Project Cost			\$1,286,202	

Cost Estimate is based on private financing. The Cost estimates do not include prevailing wage rates, American

to Greenview	240th Street Route		Extension to Greenview	
Extended Cost	Estimated Units	Extended Cost	Estimated Units	Extended Cost
\$206,700			7950	\$206,700
\$255,990	3180	\$73,140	11130	\$255,990
	2650	\$55,650	2650	\$55,650
\$533,710	27560	\$523,640	27560	\$523,640
\$448,380		\$235,638		\$468,891
\$100,000		\$100,000		\$100,000
\$1,544,780		\$988,068		\$1,610,871
\$231,717		\$148,210		\$241,631
\$1,776,497		\$1,136,278		\$1,852,502
\$444,124		\$284,070		\$463,125
\$30,000		\$30,000		\$30,000
\$2,250,621		\$1,450,348		\$2,345,627

1 Iron & Steel requirements, or additional engineering, legal, or special.

John Rasmussen/County Engineer

Discussion and/or decision to approve:

Final voucher for FM-CO78(202)—55-78.

Contract 036655



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C078(202)--55-78
 HMA Pavement - New/Replace/Widen
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 12

DATE LAST VOUCHER 01 -15 -21
 MO. DAY YR.

THIS VOUCHER - - -
 MO. DAY YR.

DAYS WORKED			RET. %	Contractor No. 48600 WESTERN ENGINEERING CO INC HARLAN, IA									
TO DATE	LAST VOUCH.	AUTH.		QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	TOTAL TO DATE	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	2.0	75.0	3.000	15833.900	15833.900	Ton	410		000	16071650	000	000	
0010	ITEM DESCRIPTION			GRANULAR SHLD, TYPE B									
	219675.600	219675.600	Sq Yard	441		000	219675600	000	000				
0020	ITEM DESCRIPTION			PAV'T, SCARIFICATION									
	6829.000	6829.000	Each	441		000	6471000	000	000				
0030	ITEM DESCRIPTION			DOWEL BAR RETROFIT									
	43.500	43.500	Ton	442		000	000	000	000				
0040	ITEM DESCRIPTION			HMA WEDGE/LEVEL/STRENGTH									
	11024.410	11024.410	Ton	442		000	11949230	000	000				
0050	ITEM DESCRIPTION			HMA INTERLAYER BASE, 3/8"									
	19011.220	19011.220	Ton	442		000	19507040	000	000				
0060	ITEM DESCRIPTION			HMA THIN LIFT SURFACE, 3/8"									
	330.020	330.020	Ton	442		000	318540	000	000				
0070	ITEM DESCRIPTION			HMA ST BASE, 1/2"									
	18.810	18.810	Ton	442		000	18340	000	000				
0080	ITEM DESCRIPTION			ASPH BINDER, PG 58-28S									
	881.950	881.950	Ton	442		000	853790	000	000				
0090	ITEM DESCRIPTION			ASPH BINDER, PG 58-34E									

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. 4/15/21 DATE [Signature] PROJECT ENGINEER CERTIFICATION

2. DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.

3. DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Chad Lyon the Company Manager

for Western Engineering Co., Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

4-22-21 DATE [Signature] SIGNED CLAIMANT (CONTRACTOR)

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 036655



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C078(202)--55-78
 HMA Pavement - New/Replace/Widen
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 12

DATE LAST VOUCHER 01-15-21
 MO. DAY YR.

THIS VOUCHER - - -
 MO. DAY YR.

DAYS WORKED			RET. %	Contractor No. 48600 WESTERN ENGINEERING CO INC HARLAN, IA									
TO DATE	LAST VOUCH.	AUTH.		ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	TOTAL TO DATE	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING
	2.0	75.0	3.000	0100	1621.050	1191.060	Ton	442	000	1191060	000	000	000
				ASPH BINDER, PG 64-34E+									
	38925.000	38925.000		0110	38925.000	38925.000	Each	444	000	28725000	000	000	000
				PAY ADJ I/D-HMA PAV'T SMOOTHNESS									
	409.400	409.400		0120	409.400	409.400	Sq Yard	410	000	409400	000	000	000
				RMVL OF PAV'T									
	3437.760	3437.760		0130	3437.760	3437.760	Station	442	000	3283030	000	000	000
				PAINTED PAV'T MARK, WATERBORNE/SOLVENT									
	1.800	1.800		0140	1.800	1.800	Station	442	000	2400	000	000	000
				PAINTED PAV'T MARK, DURABLE									
	7000.000	7000.000		0150	7000.000	7000.000	Lump Sum	401	000	7000000	000	000	000
				TRAFFIC CONTROL									
	150.000	366.000		0160	150.000	366.000	Each	401	000	368500	000	000	000
				FLAGGER									
	50.000	50.000		0170	50.000	50.000	Each	401	000	63000	000	000	000
				PILOT CAR									
	213.400	213.400		0180	213.400	213.400	Sq Yard	442	000	407700	000	000	000
				PATCH, FULL-DEPTH FINISH, BY AREA									

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. 4/15/21 [Signature]
 DATE PROJECT ENGINEER CERTIFICATION

2. _____
 DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.

3. _____
 DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Chad Lyon the Company Manager

for Western Engineering Co., Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

4-2-2021 [Signature]
 DATE SIGNED CLAIMANT (CONTRACTOR)

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 036655



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C078(202)--55-78 PAGE 3
 HMA Pavement - New/Replace/Widen
 POTTAWATTAMIE COUNTY ENGINEER

Voucher No. 12

DATE LAST VOUCHER 01-15-21
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %	Contractor No. 48600 WESTERN ENGINEERING CO INC HARLAN, IA																	
TO DATE	LAST VOUCH.	AUTH.		QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING									
	<u>2.0</u>	<u>75.0</u>	<u>3.000</u>																		
ITEM NO.	ITEM DESCRIPTION																				
0190	<u>18.000</u>	<u>18.000</u>	Each	<u>442</u>					<u>000</u>	<u>38000</u>	<u>000</u>	<u>000</u>									
	PATCH, FULL-DEPTH FINISH, BY COUNT																				
0200	<u>8.000</u>	<u>8.000</u>	Each	<u>442</u>					<u>000</u>	<u>8000</u>	<u>000</u>	<u>000</u>									
	JOINT, ASS'Y, EF																				
0210	<u>29919.400</u>	<u>30794.660</u>	Sq Yard	<u>441</u>					<u>000</u>	<u>30794660</u>	<u>000</u>	<u>000</u>									
	PAV'T SURF REPAIR (GRIND LIMESTONE)																				
0220	<u>87500.000</u>	<u>87500.000</u>	Lump Sum	<u>401</u>					<u>000</u>	<u>87500000</u>	<u>000</u>	<u>000</u>									
	MOBILIZATION																				
7001	<u>216.000</u>	<u>216.000</u>	Each	<u>401</u>					<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>									
	APPLIES TO ITEM 0160 FLAGGER																				
7002	<u>-1150.000</u>	<u>-1150.000</u>		<u>401</u>					<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>									
	APPLIES TO ITEM 8004 MANHOLE STORM SEWER SW-402, TOP ONLY																				
7003	<u>-429.990</u>	<u>-429.990</u>	Ton	<u>442</u>					<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>									
	APPLIES TO ITEM 0100 ASPH BINDER, PG 64-34E+																				
7004	<u>875.260</u>	<u>875.260</u>	Sq Yard	<u>441</u>					<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>									
	APPLIES TO ITEM 0210 PAV'T SURF REPAIR (GRIND LIMESTONE)																				
8001	<u>483.530</u>	<u>483.530</u>		<u>401</u>					<u>000</u>	<u>483530</u>	<u>000</u>	<u>000</u>									
	SPECIAL BACKFILL																				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. 4/15/21 [Signature]
 DATE PROJECT ENGINEER CERTIFICATION

2. _____
 DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.

3. _____
 DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, Chad Lyon the Company Manager

for Western Engineering Co., Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

4-22-2021 [Signature]
 DATE SIGNED CLAIMANT (CONTRACTOR)



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C078(202)--55-78 PAGE 4
 HMA Pavement - New/Replace/Widen
 POTTAWATTAMIE COUNTY ENGINEER

Contract 036655

Voucher No. 12

DATE LAST VOUCHER 01-15-21
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>2.0</u>	<u>75.0</u>	<u>3.000</u>

Contractor No. 48600 WESTERN ENGINEERING CO INC HARLAN, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL		URBAN	
						PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING
8002	<u>298.000</u>	<u>298.000</u>		<u>401</u>		<u>000</u>	<u>298000</u>	<u>000</u>	<u>000</u>
	EXCAVATION, CLASS 10, UNSUITABLE MATERIA L				TOTAL TO DATE				
8003	<u>759.000</u>	<u>759.000</u>		<u>401</u>		<u>000</u>	<u>759000</u>	<u>000</u>	<u>000</u>
	BLADING AND SHAPING SHOULDER MATERIAL				TOTAL TO DATE				
8004	<u>1150.000</u>	<u>0.000</u>		<u>401</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	MANHOLE STORM SEWER SW-402, TOP ONLY				TOTAL TO DATE				
8005	<u>4.000</u>	<u>4.000</u>		<u>401</u>		<u>000</u>	<u>4000</u>	<u>000</u>	<u>000</u>
	MANHOLE STORM SEWER SW-402, TOP ONLY				TOTAL TO DATE				
8999	<u>1.000</u>	<u>1.000</u>	Lump Sum	<u>401</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STOCKPILED MATERIALS				TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.
 SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE 4/15/21 PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

Chad Lyon the Company Manager

for Western Engineering Co., Inc. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 4-2-2021 SIGNED CLAIMANT (CONTRACTOR)

John Rasmussen/County Engineer

Discussion and/or decision to approve:

**Funding agreement for STP-SWAP-CO78(204)—
FG-78.**

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: Pottawattamie County

Project No.: STBG-SWAP-C078(204)—FG-78

Iowa DOT Agreement No.: 4-20-STBG-SWAP-30

This is an agreement between the Pottawattamie County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, ~~Vincent L. Ehler~~. The Recipient's contact person shall be the County Engineer.

Zachary A. Gunsolley
3. The Recipient shall be responsible for the development and completion of the following described STBG project:
On L66, from the Highway 6 Intersection North 6.5 miles to the South Intersection of G30 PCC Pavement – Replace, HMA Pavement – New.
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$1,250,000 for the following phases of work as stipulated by the MAPA Rural Transportation Planning Affiliation :
 - Preliminary Engineering
 - Construction Engineering
 - Right-of-Way
 - X Construction
 - Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the MAPA Rural Transportation Planning Affiliation current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Pottawattamie County Board of Supervisors in official session on the 15 day of April, 2021.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
~~Vincent L. Ehlert, P.E.~~ Zachary A. Gunsolley
Local Systems Field Engineer
Western Region

EXHIBIT 1
General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

John Rasmussen/County Engineer

Discussion and/or decision to approve:

**Final Design Services Agreement for the Roads
Operational Center**



April 12, 2021

Pottawattamie County Board of Supervisors

229 South 6th Street

Council Bluffs, Iowa 51501

Subject: Pottawattamie County Roads Operations Center
HGM Project No. 107420
Change in Services - Amendment to Agreed Cost

Dear Pottawattamie County Board of Supervisors:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated June 30, 2020. This letter shall serve as amendment number 1 to the original agreement.

HGM will provide the following services which were not included in the original agreement: Construction Documents, Bidding Phase Services and Construction Administrative Services for the Pottawattamie County Roads Operations Center. These services are more specifically defined below.

HGM will provide the full Scope of Services noted below for the two separate buildings, including the Office Building (approximately 7,400 square feet) and the Maintenance Building (approximately 17,800 square feet), located on the same site. The Scope of Services and fee within this agreement assumes no additional square footage or redesign of the floor plans developed during Preliminary Design under the initial agreement will be required. If additional square footage or design changes are required, Additional Services will be applied upon your written authorization.

The Scope of Services and fee within this agreement also assumes both buildings will be bid as one project and will be constructed as one project under one General Contractor. If two bid packages and/or two separate General Contractors are selected for each individual building, Additional Services will be applied upon your written authorization.

The services included in this amendment agreement are the following:

1. SCHEMATIC DESIGN - 30% CONSTRUCTION DOCUMENTS-(SEPEARATE SETS FOR BOTH BUILDINGS)

- A. Conduct (1) kick-off meeting with Client. The intent of this meeting is to review preliminary work to date and confirm Client's commitment to floor plan and layout. Changes directed by the Client will result in additional services.
- B. Conduct (1) review meeting with Engineering Technologies Inc. (ETI) to review lighting options, data and power locations.
- C. Conduct (1) review meeting with ETI to review mechanical and plumbing system for new facility.
- D. Develop preliminary site plan based on preferred conceptual layout including:
 1. Building location,
 2. Parking,
 3. Drives and sidewalks.
- E. Develop Exterior Elevations of the building.
- F. Develop 3D Renderings of the exterior of building.
- G. Review plans with local utility companies, building code, planning, and fire marshal officials as required.
- H. Review and develop preliminary structural system for the building.
- I. Review mechanical and electrical system requirements. This includes HVAC, plumbing, and electrical.
- J. Develop a Preliminary Opinion of Probable Cost for the Project.
- K. Conduct 30% drawing review meeting with Client, HGM and ETI.

Deliverables:

- 30% complete Construction Document set including:
 - Architectural Floor Plans and Elevation Drawings of the Pottawattamie County Roads Operations Center developed from review meetings.
 - Site Plans including: Parking Lots, Sidewalks and Building.
 - Initial structural plans for the new building.
- Mechanical and Electrical system recommendation narrative for the Client to review.
- 3D images of the exterior of the building showing the building with selected materials.
- Preliminary Opinion of Probable Cost.

2. DESIGN DEVELOPMENT - 60% CONSTRUCTION DOCUMENTS- (SEPEARATE SETS FOR BOTH BUILDINGS)

- A. Conduct (1) review meeting to discuss building interior and exterior material selections.
- B. Conduct (1) coordination meeting with Client's audio visual and security companies, HGM and ETI.
- C. Conduct (1) hardware meeting to discuss all door hardware selections with Client and HGM.
- D. Develop site design layout, details and utilities.

- E. Develop final floor plan layouts, details and material selections for the Pottawattamie County Roads Operations Center.
- F. Develop structural system for the Pottawattamie County Roads Operations Center.
- G. Develop selected electrical and mechanical systems selected for the Pottawattamie County Roads Operations Center.
- H. Develop detailed components for Architectural, Mechanical, and Electrical design.
- I. Review plans with local utility companies, building code, planning, fire marshal officials as required.
- J. Prepare update Opinion of Probable Cost for the Project.
- K. Conduct (1) review meeting of 60% completed set of drawings with HGM, ETI, and the Client.

Deliverables:

- 60% complete Construction Document set including:
 - Detailed floor plans, building sections/details, exterior and interior elevation drawings.
 - Detailed site plans, details, and utilities.
 - Initial mechanical and plumbing drawings showing the piping layout, plumbing layout, HVAC layout for the plumbing and mechanical systems for the Pottawattamie County Roads Operations Center.
 - Initial drawings for lighting, power, data, and all other electrical components for the Pottawattamie County Roads Operations Center.
 - Initial structural drawings showing the foundation system, structural system and details for the Pottawattamie County Roads Operations Center.
- Preliminary set of specifications for the Project noting material product, and equipment selections specific for the Pottawattamie County Roads Operations Center.
- Opinion of Probable Cost for the Project.

3. FINAL CONSTRUCTION DOCUMENT SET (SEPEARATE SETS FOR BOTH BUILDINGS)

- A. Conduct (1) review meeting of 90% complete Construction Document set including all Civil, Architectural, Structural, Mechanical, and Electrical documents, with HGM, ETI, and the Client to review incorporated changes discussed during 60% review meetings.
- B. Prepare Final Construction Documents, stamped by licensed Architect and Engineers.
- C. Finalize specifications for all products and materials included in the Project.
- D. Prepare updated Opinion of Probable Cost for the Project.

Deliverables:

- Final Civil construction documents stamped by licensed Engineers including but not limited to topographic survey, site plan, utility plan, and details.
- Final Architectural construction documents stamped by licensed Architects including but not limited to final design plans, elevations, sections, details and schedules.
- Final Mechanical, Plumbing and Electrical (MEP) Engineering construction documents stamped by licensed Engineers including but not limited to final MEP plans, details, and schedules.

- Final Structural construction documents stamped by licensed Engineers including but not limited to final foundation plans, structural framing plans, sections and details.
- Prepare final Specifications for all products and materials included in the Project.
- Provide front end documents for Contractors' bidding and contracts.
- Opinion of Probable Cost for the Project.

4. BIDDING OR NEGOTIATION

- A. Print and distribute final documents to Contractors, Subcontractors, Material Suppliers, Plan Holding Agencies and Code Officials to obtain competitive bids.
- B. Make permit application.
- C. Answer questions from Bidders during bidding period.
- D. Issue addenda, as necessary.
- E. Attend pre-bid conference with interested bidders.
- F. Attend bid letting.
- G. Review bids and recommend Contractor for the Project.
- H. Distribute bid results to interested parties.
- I. Prepare Contracts with the selected Contractor, subject to Client's legal review.

5. CONSTRUCTION ADMINISTRATION

- A. Conduct a pre-construction meeting with the Client, Contractor, Subcontractors, etc.
- B. Review Shop Drawings and Product Submittals.
- C. Issue Change Orders, if necessary or authorized.
- D. Review and sign Contractors pay requests.
- E. Perform biweekly site meetings with the Contractor, Client, and Subcontractors for the anticipated twelve (12) months construction project.
- F. Provide meeting minutes and pictures for each biweekly meeting.
- G. Perform final Project Punch List and Project Close Out. One Punch List Site Visit and one Site Visit to confirm the Punch List has been completed, is included in this Proposal. Additional Punch List Site Visits because the Facility was not ready or Phasing Punch Lists, may be invoiced as an Additional Service.
- H. Collect and review record drawings from the Contractor.
- I. Provide one-year Project Review.
- J. Fees are based on a 12-month construction schedule. If the Construction runs longer, additional fees may occur.

HGM will provide these Additional Services for a lump sum amount of \$ 554,600.

HGM will be able to begin work on these additional services within (7) days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all design work can then be completed within (120) calendar days of your authorization to proceed. If at any time HGM is delayed in the performance of these services, I will notify you immediately.

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

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Kimberly A. Bogatz, AIA LEED AP BD+C
Project Manager



Terrence L. Smith, P.E.
President

Authorization of Additional Services:

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS - CLIENT

Authorized Signature

Date

Printed Name & Title

Other Business

Jana Lemrick/Director, Human Resources

**Discussion and/or decision to approve:
appointment of Jana Lemrick as Title VI Coordinator**

Resolution No. 19-2021

**COUNTY OF POTTAWATTAMIE RESOLUTION TO ADOPT THE
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND
POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

RESOLUTION NO. 19-2021

COUNTY OF POTTAWATTAMIE RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.

WHEREAS, emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and

WHEREAS, Homeland Security Presidential Directive 5 (SHPD-5), Management of Domestic Incidents, requires all Federal departments and agencies to adopt NIMS and use it in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities; and

WHEREAS, the HSPD-5 required Federal departments and agencies to make the adoption and institutionalization of NIMS by State, Local, Tribal, and Territorial organizations as a condition for Federal preparedness assistance; and

WHEREAS, the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and

WHEREAS, the Pottawattamie County Emergency Management Agency has developed for use the Pottawattamie County NIMS Implementation Plan and under authority of Iowa Code §29C, the Pottawattamie County Emergency Management Commission has adopted said plan for execution; and

WHEREAS, the Board of Supervisors of Pottawattamie County deems is advisable and with best interest to adopt said plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVORS OF POTTAWATTAMIE COUNTY that the U.S. Department of Homeland Security, Federal Emergency Management Agency’s National Incident Management System (NIMS) doctrine and Pottawattamie County National Incident Management System (NIMS) Implementation Plan be approved and adopted this day, and furthermore directs all subordinate agencies and departments within the jurisdiction to implement the provisions of said plan in coordination with the Pottawattamie County Emergency Management Agency.

PASSED and APPROVED this 20th day of April, 2021

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Discussion and/or decision regarding the Sheriff's office and use of money from a previous Bond.

**Becky Lenihan /Assistant Financial Officer,
Auditor's Office**

Discussion and/or decision to approve:

**Resolution No. 30-2021; Funds Transfer from
Rural Services Fund to Secondary Roads Fund**

RESOLUTION NO. 30-2021

RESOLUTION Transfer from Rural Services Fund to Secondary Roads Fund

WHEREAS, it is desired to transfer money from Rural Services Fund to Secondary Roads Fund; and

WHEREAS, said transfer is in accordance with Section 331.432, Code of Iowa; and

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$2,550,000 is ordered to be transferred from Rural Services Fund to Secondary Roads Fund, and

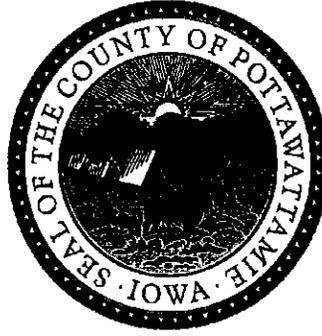
SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating transfer.

Dated this 20th day of April, 2020.

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

ATTEST: _____
Melvyn Houser, County Auditor

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Rebecca Belt, Finance Officer
Phone (712) 328-5700
FAX (712) 328-4740

April 2021

To: Heather Ausdemore

RE: Second and Third Quarter 2020-2021 Transfer to Secondary Roads Fund

As per board authorization of April , 2021, please transfer as follows:

\$2,550,000 **FROM:** 0011-99-0300-000-81200-000 (Rural Services Fund)
\$2,550,000 **TO:** 0020-0-99-0311-902000-000 (Secondary Roads Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

**Becky Lenihan /Assistant Financial Officer,
Auditor's Office**

Discussion and/or decision to approve:

**Resolution No. 31-2021; Funds Transfer from
LOT Secondary Roads Fund to Bond Series Fund**

RESOLUTION NO. 31-2021

RESOLUTION Transfer from LOT Secondary Roads Fund to Bond Series Fund

WHEREAS, it is desired to transfer money from LOT Secondary Roads Fund to Bond Series Fund; and

WHEREAS, said transfer is in accordance with Section 331.432, Code of Iowa; and

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$2,000 is ordered to be transferred from LOT Secondary Roads Fund to Bond Series Fund, and

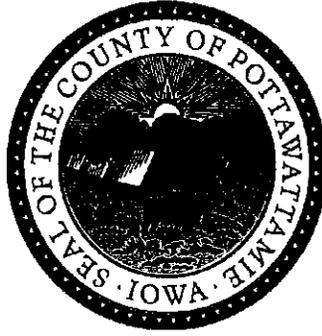
SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating transfer.

Dated this 20th day of April, 2020.

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

ATTEST: _____
Melvyn Houser, County Auditor

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Rebecca Belt, Finance Officer
Phone (712) 328-5700
FAX (712) 328-4740

April 2021

To: Heather Ausdemore

RE: 2020-2021 Inter-fund Transfer to Secondary Roads Fund

As per board authorization of April, 2021, please transfer as follows:

\$ 2,000 **FROM:** 0035-99-0300-000-81200-000 (LOT Secondary Roads Fund)
\$ 2,000 **TO:** 2225-0-99-0300-904000-000 (Bond Series Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

**Becky Lenihan /Assistant Financial Officer,
Auditor's Office**

Discussion and/or decision to approve:

**Resolution No. 32-2021; Funds Transfer from
LOT Secondary Roads Fund to Secondary
Roads Fund**

RESOLUTION NO. 32-2021

RESOLUTION Transfer from LOT Secondary Roads Fund to Secondary Roads Fund

WHEREAS, it is desired to transfer money from LOT Secondary Roads Fund to Secondary Roads Fund; and

WHEREAS, said transfer is in accordance with Section 331.432, Code of Iowa; and

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$2,450,000 is ordered to be transferred from LOT Secondary Roads Fund to Secondary Roads Fund, and

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

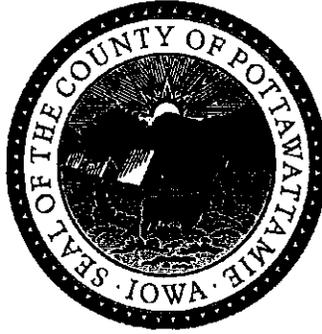
Dated this 20th day of April, 2020.

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

ATTEST: _____
Melvyn Houser, County Auditor

32

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



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Kristy Hassay, Second Deputy – Real Estate
Rebecca Belt, Finance Officer
Phone (712) 328-5700
FAX (712) 328-4740

April , 2021

To: Heather Ausdemore

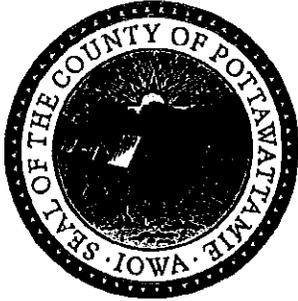
RE: 2019-2020 Inter-fund Transfer to Secondary Roads Fund

As per board authorization of April, 2021, please transfer as follows:

\$ 2,450,000 **FROM:** 0035-99-0300-000-81200-000 (LOT Secondary Roads Fund)
\$ 2,450,000 **TO:** 0020-0-99-0300-904000-000 (Secondary Roads Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.
Per request dated February 17, 2021 from John Rasmussen, County Engineer, for material expenses for capital road improvements.

Thank-you



Pottawattamie County Secondary Roads
223 South 6TH Street
Council Bluffs, Iowa, 51501

Tel: 712.328.5608
Fax: 712.328.4751

Date: February 17, 2021
To: Becky Lenihan, Finance
CC: Tina Treantos, Assistant to the Engineer
From: John Rasmussen, County Engineer
RE: Fund 35 Transfer

Please transfer \$2,450,000 from Fund 35 to Fund 20 to cover capital improvement expenditures made from Fund 20. Capital Improvement expenditures exceeded this amount in the following budget lines:

0020-20-7110-460-62102-000	Materials, Granular Surface - West Side	\$	297,991.51
0020-20-7110-465-62102-000	Materials, Stabilized Base Bituminous	\$	2,152,008.49
		\$	2,450,000.00

Please recall this isn't a reimbursement for these items. The intent of this memo is to document Capital Improvement expenditures within Fund 20 prior to transferring from Fund 35; since Fund 35 may only be used for Capital Improvement projects and these are qualifying expenditures

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

**Becky Lenihan /Assistant Financial Officer,
Auditor's Office**

Discussion and/or decision to approve:

approve/disallow the following applications made to the Assessor's Office: Homestead (86 recommended allowed, 0 recommended disallowed), Military (17 recommended allowed, 1 recommended disallowed), Disabled Veteran Homestead (3 recommended allowed, 0 recommended disallowed), Business Property Tax Credit (7 recommended allowed, 1 recommended disallowed), Family Farm (2 recommended allowed, 0 recommended disallowed).

Credit Apps to Auditor

March 15, 2021

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	86	0
Military:	17	1
Disabled Veteran Homestead:	3	0
BPTC:	7	1
Family Farm:	2	0

<u>Disallowed</u>	<u>Credit Type</u>	<u>Reason for Disallowance</u>
744412353001 744412353005 744412353002	BPTC	Safe Harbour Eat XXIII LLC is no longer owner of these parcels
754433287007	Military	Reserves Active Duty Training does not qualify

**Becky Lenihan /Assistant Financial Officer,
Auditor's Office**

**Discussion and/or decision to approve:
Disallowed Homestead and Military Credit
Applications.**

Received/Filed