

# Consent Agenda

**March 30, 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 Shea, and second by Schultz, to approve:

- A. March 23, 2021, Minutes as read.
- B. Jail - Employment of Cameron Goodell, Bailey Ceder, and Destiny Clark as Detention Officers
- C. Public Health – Employment of Jason Kuehnhold as Disease Investigator
- D. Board of Supervisors – Employment of Mitch Kay as Budget & Finance Director
- E. Renewal of Class B Beer (BB) (Includes Wine Coolers) Liquor License, granting privileges of Class B Beer (BB) (Includes Wine Coolers)/Outdoor Service/Sunday Sales for Westfair Association, d/b/a/ Westfair, Council Bluffs.
- F. Renewal of Class E Liquor License (LE), granting privileges of Class B Wine Permit; Class C Beer Permit (Carryout Beer); Class E Liquor License (LE), and Sunday Sales for Kum & Go LC d/b/a Kum & Go #23, Neola.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion made by Schultz, second by Shea, to approve and sign Proclamation designating the month of April 2021 as Child Abuse Prevention Month.

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
PROCLAMATION**

**CHILD ABUSE PREVENTION MONTH – APRIL 2021**

**WHEREAS**, nationally, it is estimated that more than 1,540 children die each year from child abuse and neglect; and

**WHEREAS**, both locally and nationally, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological and behavioral disorders; and

**WHEREAS**, promoting family functioning and resiliency, social support systems, concrete supports, nurturing and attachment, and knowledge of parenting and child development are all known protective factors which prevent child maltreatment and help strengthen families; and

**WHEREAS**, child abuse prevention is an acknowledged community responsibility. On behalf of Iowa's children, this month and every month, we join Promise Partners to commit to prevent child abuse and neglect and to ensure a great childhood for every child.

**THEREFORE, We, the Pottawattamie County Board of Supervisors, Do hereby proclaim April 2021 as**

**CHILD ABUSE PREVENTION MONTH**

*“In Pottawattamie County, Iowa and encourage all citizens, community agencies, religious organizations, medical facilities, and businesses to partner in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.”*

**IN WITNESS WHEREOF**, I have caused my signature and Seal of Pottawattamie County, Iowa to be affixed this 30<sup>th</sup> day of March, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
	○	○	○	○
_____ Scott Belt, Chairman				
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○
Attest: _____ Melvyn Houser, County Auditor Pottawattamie County, Iowa				

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to open Public Hearing on Discussion regarding Compensation Board’s recommendations for elected officials for FY 2021/22; and discussion regarding the Pottawattamie County Budget for FY 2021/22.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

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

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 24-2021**, regarding Compensation Boards recommendation for elected officials for FY 2021/22.

**Resolution No. 24-2021** is laid out as follows:

**RESOLUTION NO. 24-2021**

**WHEREAS**, the Pottawattamie County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907; and

**WHEREAS**, the Pottawattamie County Compensation Board met on the 16<sup>th</sup> day of December 2020, and recommended a 2.5% increase for all County elected officials, for the fiscal year beginning July 1, 2021.

**THEREFORE, BE IT RESOLVED** that the Pottawattamie County Board of Supervisors hereby adopts the Compensation Board’s recommended 2.5% salary increase for all Pottawattamie County elected officials for the fiscal year beginning July 1, 2021. Said increases shall be as follows:

Elected Official	Approved Salary for FY 2021/2022
Attorney	\$147,075
Auditor	\$90,568
Recorder	\$90,568
Sheriff	\$140,747
Supervisors	\$49,196
Treasurer	\$90,568

**Dated this 30<sup>th</sup> day of March, 2021.**

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
	○	○	○	○
_____ Scott Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____	○	○	○	○



Division of Taxes Levied on Taxable Property in the Pottawattamie County Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa; and to adopt **Ordinance No. 2021-03** into Law.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Wichman, second by Schultz, to open Public Hearing on First Consideration of Ordinance No. 2021-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

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

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Shea, second by Schultz, to approve First Consideration of **Ordinance No. 2021-02**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District; and setting date for Second Consideration for April 6<sup>th</sup>, 2021 at 10:00 A.M.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea, to approve CRC 027R – Bullet Resistant Panels Credit. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz, to approve quote and funding of Furniture for shared conference rooms and break room in B-Wing to be taken from Gaming Fund. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz, to approve and authorize Chairman to sign agreement with Bishop Business for Managed Print Services. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve and authorize Chairman to sign Staffing Service Agreement with CAMILLUS STAFFING, LLC dba NEXTAFF. UNANIMOUS VOTE. Motion Carried.

### **3. OTHER BUSINESS**

Discussion was held on the Job Description for the Finance Officer in the Auditor's Office. Discussion only. No action taken.

### **4. RECEIVED/FILED**

#### **A. Salary Actions:**

- 1) Jail – Payroll Status Change of Brent Fauble, Jacob Meyer, Randie Hardiman
- 2) Communications – Payroll Status Change of Joshua Derrington
- 3) Planning/Public Health – Payroll Status Change of Tracy Nosekabel
- 4) Conservation – Employment of Nolan Moore as Seasonal Park Aide
- 5) Conservation – Employment of Alec Mass as Park Ranger Intern
- 6) Conservation – Employment of Connor Williams and Daniel Pauley as NAM Intern

B. Reports

- 1) Sheriff's Report of Fees Disbursed and Collected for February 2021

**5. ADJOURN**

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:37A.M.

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Scott Belt, Chairman

ATTEST: 

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: April 6, 2021  
PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of March 2021.

Vendor Name	Payable Description	Total Payments
911 CUSTOM LLC	SUPPLIES - SHERIFF	633.00
A & D TECHNICAL SUPPLY CO INC	ROADS/SUPPLIES	3,090.50
A 1 REPAIR	PROF SVC - SHERIFF	150.00
A RAYMOND PLUMBING INC	PROF SVC - JAIL	1,200.00
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	3.81
ACCURATE CONTROL INC	PROF SVC - NON DEPARTMENTAL	5,550.92
ADAM FIELDS	REIMB EXP - SHERIFF	87.72
ADAM KLEIN	REIMB EXP - IT	21.06
AGRIVISION GROUP, LLC	ROADS/PARTS	501.34
AHLERS & COONEY PC	LEGAL SVCS - BOARD	1,812.00
AIRGAS INC	ROADS/REPAIR	149.01
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR - 205	458.60
ALEGENT CREIGHTON HEALTH	MED SVCS - JAIL	9,714.59
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVCS - JAIL	2,696.61
ALL COPY PRODUCTS INC	PROF SVC - CONSERVATION	87.13
ALL MAKES OFFICE EQUIPMENT CO	SUPPLIES - B&G	18.24
ALLENDA SEED COMPANY	SUPPLIES - CONSERVATION	40,093.24
AM COHRON & SON INC	ROADS/VOUCHER 1	307,240.72
AMAZON CAPITAL SERVICES INC	SUPPLIES - DHS	545.45
AMERICAN JAIL ASSOCIATION	MEMBERSHIP - JAIL	120.00
AMERICAN NATIONAL BANK	MO BILL - JAIL	16,710.28
AMERICAN TEXTILE MILLS INC	ROADS/SUPPLIES	1,330.62
AMERISERVE INTERNATIONAL	SUPPORT SVC - SWIA MHDS REGION	1,215.00
AMI GROUP INC	PROF SVC - B&G	5,460.00
ANCHOR HOMES INC	SUPPORT SVC - SWIA MHDS REGION	1,080.00
ANDREW BROWN	REIMB EXP - SHERIFF	130.93
ANTHONY KAVA	REIMB EXP - SHERIFF	240.00
ARNOLD MOTOR SUPPLY	ROADS/SUPPLIES	107.48
ASPHALT PAVING ASSOCIATION OF IOWA (APAI)	ROADS/REGISTRATION	150.00
AVOCA BUILDING MATERIAL CENTER INC	SUPPLIES - CONSERVATION	118.48
BARB CHENEY	REIMB EXP - SWIA MHDS REGION	25.20
BILL M DEYEAGER	MEETING - BOARD	20.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	598.00
BISHOP BUSINESS EQUIPMENT COMPANY	PROF SVC - CO ATTORNEY	1,104.11
BLACK HILLS ENERGY	MO BILL - JAIL	11,105.36
BLUFFS ELECTRIC INC	PROF SVC - B&G	5,499.24
BLUFFS TOWERS LP	RENT ASSIST - GA	25.00
BODE DUE INC	ROADS/TIRE REPAIR - 115	536.75
BOLTON & MENK INC	DRAINAGE - 2019 FLOOD - VANMAN - PROF SVCS	81,029.16
BOMGAARS SUPPLY INC	ROADS/PPE	1,480.39
BOO INC	PROF SVC - CONSERVATION	1,237.86
BP ENTERPRISES	PROF SVC - SHERIFF	166.60
BRANDON VORTHMANN	MEETING - BOARD	20.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRETT LARSON	MEETING - PLANNING	30.04
BRETT WESSELS	REIMB EXP - CO ATTORNEY	520.00
BRIAN MILLER	REIMB EXP - SHERIFF	132.24
BRIAN MCMILLIN	PROF SVC - AUDITOR	5,490.00
BRIAN SHEA	REIMB EXP - BOARD	252.00
BROADLAWNS MEDICAL CENTER	MED SVCS - SWIA MHDS REGION	5,040.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	7,062.14
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & A SCALES SERVICE INC	PROF SVC - ENV HEALTH	711.56
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	461.25
C & P AUTO PARTS INC	SUPPLIES - SHERIFF	121.68
CALHOUN COMMUNICATIONS INC	PROF SVC - IT	2,178.86
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/PARTS	55.48
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	96.00
CDW LLC	SUPPLIES - COMMUNICATIONS	6,478.33
CELLCO PARTNERSHIP	MO BILL - IT	16,278.97
CENTURY LINK COMMUNICATIONS LLC	MO BILL - IT	1,078.20
CENTURYLINK INC	PROF SVC - COMMUNICATIONS	63,244.90
CHI HEALTH FOUNDATION	COVID EQUIP RELIEF - PUBLIC HEALTH	74,500.00
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	8,947.84
CHRISTOPHER JON ELLIOTT	MED SVCS - MED EXAMINER	6,666.67
CIMPRESS USA INCORPORATED	SUPPLIES - VA	781.45
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	302.92
CIOX HEALTH	RECORDS - CO ATTORNEY	40.70
CIT BANK NA	PROF SVC - EMA	531.25
CITY OF AVOCA	ROADS/UTILITIES	62.82
CITY OF CARSON	ROADS/UTILITIES	183.92
CITY OF COUNCIL BLUFFS	TRANSPORT - JAIL	1,114.40
CITY OF HANCOCK	MO BILL - CONSERVATION	344.86
CITY OF MISSOURI VALLEY	RENT ASSIST - SWIA MHDS REGION	36.78
CITY OF OAKLAND	MO BILL - ENV HEALTH	16.00
CITY OF WALNUT	REPAIRS - AUDITOR	4,542.00
CLARINDA YOUTH CORP	PROF SVC - DHS	1,212.90
CLARK JEPPESEN	PROF SVC - ENV HEALTH	465.80
CLEAR TITLE & ABSTRACT LLC	ROADS/TITLE SEARCH	750.00
CLIFFORD KILLPACK	MEETING - BOARD	40.00
CLINTON COUNTY (IA)	SVC FEES - CO ATTORNEY	38.96
CONCERNED INC	PROF SVC - SWIA MHDS REGION	2,417.90
CONNER PSYCHOLOGICAL SERVICES	MED SVCS - JAIL	385.00
CONSTABLE CHARLES KOZIOL INC	SVC FEES - CO ATTORNEY	31.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	2,028.24
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	99.18
COUNCIL BLUFFS CHAMBER OF COMMERCE	SPONSOR - CO ATTORNEY	500.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	3,655.98
COUNTRY CARE CENTER CORP	RCF - SWIA MHDS REGION	1,154.00

COX COMMUNICATIONS	MO BILL - IT	8,490.15
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	34.50
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	70.76
CROSSROADS OF WESTERN IOWA	JOB GRANT - SWIA MHDS REGION	2,159.20
CROWL PROPERTY MANAGEMENT INC	RENT ASSIST - GA	350.00
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	42.75
CUSTOM COMFORT INC	ROADS/REPAIR - CENTRAL	160.00
D & D CONSTRUCTION SERVICES INC	PROF SVC - PUBLIC HEALTH	11,900.00
D & S WELDING POWDER COATING AND BLASTING	ROADS/REPAIR	718.00
D M G INC	SUPPLIES - B&G	196.75
DALE O EVANS	MEETING - BOARD	40.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	108.64
DARRELL H HOUSER	MEETING - BOARD	40.00
DATA POWER TECHNOLOGY LLC	PROF SVC - IT	1,657.50
DAVES PLACE LLC	MED SVCS - SWIA MHDS REGION	7,500.00
DAVEY TREE EXPERT COMPANY (THE)	ROADS/PROJECT	800.00
DE LAGE LANDEN FINANCIAL SERVICES INC	PROF SVC - AUDITOR	630.21
DEAN ANDERSON	MEETING - BOARD	20.00
DEAN SCHNITKER	MEETING - BOARD	40.00
DEK CORP	PROF SVC - JAIL	1,736.16
DENNIS SUPPLY	SUPPLIES - B&G	125.56
DENTAL SOLUTIONS INC	PROF SVC - JAIL	154.60
DIAMOND MOWERS LLC	ROADS/PARTS	3,777.68
DIAMOND OIL COMPANY	FUEL - CONSERVATION	730.41
DIANE FORRISTALL	MEETING - BOARD	20.00
DLR GROUP INC	PROF SVC - SHERIFF	1,339.00
DOLORES SILKWORTH	MEETING - PLANNING	40.68
DONALD NIELSON	PUBLICATIONS - BOARD	1,604.86
DONALD NIELSON	PUBLICATIONS - BOARD	1,604.86
DONALD W MATHEWS	PROF SVC - SHERIFF	11,748.35
DOUGLAS COUNTY (NE)	PROF SVC - COMMUNICATIONS	144,963.76
DREW RADON GROUP LLC	PROF SVC - CONSERVATION	2,340.00
DULTMEIER SALES LLC	SUPPLIES - CONSERVATION	972.01
DUSTIN PEREGRINE	REIMB EXP - IT	20.16
DUSTIN SHELDON	MEETING - SWI JUV	54.88
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	4,151.13
ECHO GROUP INC	SUPPLIES - NON DEPARTMENTAL	4,561.54
EDWARDS CHEVROLET CADILLAC	PROF SVC - SHERIFF	364.10
EDWARDS CHRYSLER DODGE JEEP RAM FIAT	ROADS/PARTS	255.52
ELECTRONIC CONTRACTING COMPANY	PROF SVC - JAIL	1,600.00
ELIOR INC	SUPPLIES - JAIL	44,275.65
EMILY GROTHE	REIMB EXP - CO ATTORNEY	270.00
ERIC STROVERS	REIMB EXP - CO ATTORNEY	270.00
EVIZZIT LLC	MH SVCS - SWIA MHDS REGION	6,036.22
F & V OSBORN FARMS INC	WELL CLOSURE - EAST POTT SWCD	400.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	59,589.78
FARMERS MUTUAL COOPERATIVE TELEPHONE	MO BILL - CONSERVATION	519.43
FASTENAL COMPANY	SUPPLIES - B&G	286.84
FERGUSON US HOLDINGS INC	SUPPLIES - JAIL	154.40
FIFTY THIRTEEN CORP	ROADS/HANCOCK GARAGE	3,000.00
FILTER SHOP (THE)	SUPPLIES - B&G	318.52
FIRESPRING PRINT INC	PROF SVC - PUBLIC HEALTH	718.51
FIRST INSURANCE GROUP LLC	PROF SVC - BOARD	5,250.00
FIRST NATIONAL BANK OF OMAHA	ROADS/MULT ACCOUNTS	2,016.75
FLEUR DE LIS MOTOR INNS INC	LODGING - SHERIFF	610.40
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	2,239.20
FMTC SWT INC	ROADS/UTILITIES	130.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	594.00
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	3,940.00
FRANK DUNN	ROADS/MATERIALS - CENTRAL	799.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	259.90
GAWLEY TIRE & REPAIR INC	ROADS/TIRES -117	242.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - B&G	3,407.45
GENERAL PARTS LLC	PROF SVC - JAIL	131.25
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	45.00
GENUINE PARTS COMPANY INC	ROADS/PARTS - 404	138.98
GINA HUEBNER	REIMB EXP - SWIA MHDS REGION	31.36
GISG LLC	PROF SVC - SWI JUV	130.00
GOLDEN HILLS RESOURCE CONSERVATION AND DEVELOPMENT	SUPPLIES - CONSERVATION	75.00
GOVCONNECTION INC	PROF SVC - IT	32,602.74
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - RECORDER	823.58
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	361.00
GREG MATHIS	PROF SVC - WEST POTT SWCD	150.00
GREGORY L DAVIS DDS	MED SVCS - JAIL	686.67
GREGORY SCOTT MOONEY	MEETING - BOARD	20.00
GREGORY SOLOTH	MEETING - BOARD	40.00
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	36.19
GRP & ASSOCIATES INC	PROF SVC - JAIL	123.00
GUYER MACHINE SHOP INC	PROF SVC - CONSERVATION	1,549.45
HAMELE GROUP INC	ROADS/SUPPLIES	693.75
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	162.16
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	1,310.76
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	509.02
HARRY H WALLAR VIII	PROF SVC - PUBLIC HEALTH	300.00
HEARTLAND FAMILY SERVICE	BRIDGES - SWIA MHDS REGION	105,043.65
HEARTLAND MANAGEMENT DIVISION	RENT - PUBLIC HEALTH	1,530.00
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	1,645.54
HELGET INC	EQUIP - JAIL	80.00
HENRY SCHEIN INC	SUPPLIES - JAIL	740.62
HGM ASSOCIATES INC	PROF SVC - NON DEPARTMENTAL	10,707.50
HOFFMAN AGENCY	DRAINAGE - FENSLER - BOND RENEWAL	200.00
HOSE & HANDLING INC	ROADS/REPAIR	9.45
HOTSY EQUIPMENT CO	ROADS/SERVICE - AVOCA	433.00



ICON SYSTEMS INC	SUPPLIES - JAIL	1,696.35
INDOFF	SUPPLIES - AUDITOR	1,769.15
INFOSAFE SHREDDING INC	PROF SVC - TREASURER	3,143.00
INSIGHT PUBLIC SECTOR	LICENSES - CO ATTORNEY	9,081.35
INTERNATIONAL ASSN OF CHIEFS OF POLICE (IACP)	MEMBERSHIP - SHERIFF	190.00
IOWA ASSOCIATION OF COUNTY COMMISSIONERS AND VETERAN SERVICE OFFICERS	REGISTRATION - VA	60.00
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - SWI JUV	42,012.00
IOWA NATIVE TREE AND SHRUBS	SUPPLIES - CONSERVATION	360.00
IOWA OFFICE INTERIORS	SUPPLIES - AUDITOR	977.93
IOWA STATE ASSOCIATION OF COUNTY AUDITORS	MEMBERSHIP - AUDITOR	225.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,421.26
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	836.75
IRVIN PERDUE	MEETING - BOARD	40.00
IVAN DELGADO MD	MED SVCS - JAIL	4,062.65
JACK HOLDER	MEETING - BOARD	20.00
JACKSON SERVICES INC	PROF SVC - B&G	543.88
JACOB FERRO	ROADS/REIMB	14.00
JACOB HOLMES	MEETINGS - SWI JUV	278.88
JAMES BURGER	REIMB EXP - CO ATTORNEY	270.00
JAMES C HUDSON	DRAINAGE - 2019 FLOOD - VAN MAN - PROF SVCS	239.25
JAMY ELKER	PROF SVC - CO ATTORNEY	100.00
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEFFREY W ANDERSEN	ROADS/TIRES	531.38
JEFFS WASH & GLO	PROF SVC - SHERIFF	265.00
JENNIE EDMUNDSON FOUNDATION	COVID GRANT - PUBLIC HEALTH	75,174.52
JENNIE EDMUNDSON HOSPITAL	MED SVCS - SWIA MHDS REGION	7,560.00
JENSEN BUILDERS LTD	ROADS/HANCOCK	75,098.83
JEREDITH BRANDS LLC	MO BILL - B&G/PUBLIC HEALTH	21,409.79
JEREMY WARREN	REIMB EXP - SHERIFF	546.77
JERICO PROPERTIES LLC	RENT ASSIST - SWIA MHDS REGION	29.00
JIM CARLSON	MEETING - BOARD	40.00
JIM HAWK TRUCK TRAILERS INC	PROF SVC - PUBLIC HEALTH	645.11
JKL ENTERPRISES INC	PROF SVC - SWIA MHDS REGION	49.78
JOHN DEERE FINANCIAL	ROADS/PARTS	1,441.59
JOHN J FISCHER	MEETING - BOARD	40.00
JOHNSON CONTROLS US HOLDING LLC	PROF SVC - SWI JUV	517.00
JOHNSON COUNTY (IA)	SVC FEES - BOARD	38.34
JON THOMAS MD	MED SVCS - JAIL	6,973.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	134.30
JONI NIX	TRANSCRIPTS - CO ATTORNEY	266.00
JOSEPH MESCHER	ROADS/PROJECT	5,724.50
JP LUMBER INC	ROADS/SUPPLIES	65.35
JUSTIN SCHULTZ	REIMB EXP - BOARD	149.46
KAREN ANDERSON	MEETING - PLANNING	25.00
KAREN HOTZE	MEETING - BOARD	40.00
KARL CHEVROLET INC	VEHICLES - SHERIFF	372,959.00
KEITH BENTLEY	ROADS/ROW PURCHASE	419.17
KERRI WEDE	MEETING - PLANNING	45.16
KERRIE SNYDER	REIMB EXP - CO ATTORNEY	270.00
KERRY NORTHWAY	PROF SVC - SHERIFF	391.00
KIESLERS POLICE SUPPLY INC	SUPPLIES - CONSERVATION	478.42
KIMARIE MAASSEN	REIMB EXP - SWIA MHDS REGION	47.04
KODY WOHLERS	REIMB EXP - CONSERVATION	60.48
KONE INC	PROF SVC - JAIL	286.44
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	PROF SVC - EMA	700.19
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	448.56
KRONOS INC	PROF SVC - IT	1,056.60
LAB SOURCE INC	SUPPLIES - JAIL	2,792.00
LANCASTER COUNTY (NE)	SVC FEES - BOARD	35.00
LANGUAGE LINE SERVICE INC	PROF SVC - JAIL	367.96
LARRY PLAGMAN	MEETING - BOARD	40.00
LARSEN SUPPLY CO	SUPPLIES - PUBLIC HEALTH	1,849.95
LAURA ANDERSEN	TRANSCRIPTS - CO ATTORNEY	36.00
LAWSON PRODUCTS INC	ROADS/SUPPLIES	338.45
LEE BHM CORP	PUBLICATIONS - BOARD	4,378.10
LEROY HANSEN	MEETING - BOARD	40.00
LEWIS DAVIDS III	REIMB EXP - JAIL	74.77
LOCK CRAFTERS LLC	PROF SVC - SWI JUV	283.75
LOESS HILLS OXFORD HOUSE	RENT ASSIST - GA	500.00
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	1,456.11
LONNIE MAYBERRY	MEETING - SWI JUV	19.04
LYNDZE THOMPSON	REIMB EXP - CO ATTORNEY	270.00
LYNN GROBE	REIMB EXP - BOARD	238.16
LYNN LEADERS	MEETING - PLANNING	74.64
MAC INVESTMENTS INC	RENT ASSIST - GA	1,000.00
MAIL SERVICES	PROF SVC - TREASURER	2,747.98
MALINA DOBSON	REIMB EXP - CO ATTORNEY	270.00
MARCO HOLDINGS LLC	PROF SVC - SWIA MHDS REGION	368.12
MARCO TECHNOLOGIES LLC	PROF SVC - SWI JUV	199.00
MARGARET PIERCE	MEETING - BOARD	40.00
MARILYN KENNEDY	REIMB EXP - AUDITOR	59.14
MARK BENTLEY	ROADS/ROW PURCHASE	379.17
MARK MERTES	ROADS/REPAIR - 215	1,312.33
MARLIN JENSON	MEETING - BOARD	20.00
MARLOW WHITE UNIFORMS INC	PROF SVC - SHERIFF	115.50
MARSHA HOUSER	MEETING - BOARD	40.00
MARVEL THIEL	RENT ASSIST - GA	475.00
MATHESON TRI GAS INC	ROADS/SUPPLIES	108.00
MATTHEW REEVES	REIMB EXP - IT	44.80
MEDELA LLC	SUPPLIES - WIC	1,916.89
MEGAN ALBERS	REIMB EXP - BOARD	392.50
MENARDS	SUPPLIES - CONSERVATION	1,540.11
MENS WEARHOUSE INC (THE)	PROF SVC - SHERIFF	58.00

MICHAEL GENEREUX	MEETING - PLANNING	39.00
MICHAEL J BORUFF	PROF SVC - ENV HEALTH	477.10
MICHAEL J OLSON	MEETING - SWI JUV	54.88
MICHAEL R LITKE	ROADS/PROJECT	585.00
MICHAEL TODD & COMPANY	ROADS/SUPPLIES	2,745.60
MID STATES ORGANIZED CRIME INFORMATION CENTER	MEMBERSHIP - SHERIFF	250.00
MIDAMERICAN ENERGY	MO BILL - B&G	26,853.44
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	150.00
MIDWEST GLASS & GLAZING INC	PROF SVC - B&G	7,337.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	210.50
MMB LLC	SUPPLIES - CONSERVATION	59.98
MMB LLC	ROADS/PARTS	2,687.39
MMIS HOLDINGS LLC	DRAINAGE - 2019 FLOOD - VANMAN - CONSTR/MAINT	310,236.77
MOBILE MINI INC	RENT - PUBLIC HEALTH	739.79
MONOPRICE INC	SUPPLIES - IT	609.96
MOSAIC	PROF SVC - SWIA MHDS REGION	6,290.50
MUMM LAW FIRM	DRAINAGE - FENSLESLER - PROF SVCS	329.35
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	50.00
NCH CORPORATION	PROF SVC - B&G	298.75
NEBRASKA MACHINERY COMPANY	ROADS/PARTS - 116	10,668.65
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVCS - JAIL	2,158.10
NEWMAN SIGNS INC	ROADS/MATERIALS	1,266.51
NINA HOANG	REIMB EXP - JAIL	15.99
NISHNA PRODUCTIONS INC	PROF SVC - SWIA MHDS REGION	26,244.70
NISHNABOTNA VALLEY RURAL ELECTRIC	ROADS/UTILITIES	3,014.79
NMC GROUP INC	PROF SVC - B&G	67.50
NOLAN AMALGAMATED LLC	DRAINAGE - 2019 FLOOD - VANMAN - LAND PURCHASE	8,092.00
NORTHERN SAFETY CO INC	SUPPLIES - B&G	79.50
NSG LOGISTICS LLC	ROADS/MATERIALS - UNDERWOOD	18,376.12
OHALLORAN INTERNATIONAL INC	ROADS/REPAIRS - 350	16,983.68
OMAHA COMPOUND	SUPPLIES - JAIL	5,463.05
OMAHA COUNCIL BLUFFS PLUMBING INC	PROF SVC - JAIL	610.00
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	85.00
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	1,974.84
OMNI CENTRE LLC	RENT - WIC	1,983.00
OPTIMUM DATA INC	SUPPLIES - IT	65.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	5,794.83
OUTDOOR POWER GROUP INC	ROADS/PARTS - 449 & 450	1,863.39
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,383.80
PAPER TIGER SHREDDING	PROF SVC - SWIA MHDS REGION	75.00
PARALLEL TECHNOLOGIES INC	PROF SVC - NON DEPARTMENTAL	6,685.68
PARTNERSHIP FOR PROGRESS INC	RCF - SWIA MHDS REGION	33,960.50
PATRICK J EPPLER	REIMB EXP - CO ATTORNEY	270.00
PAUL THIES	ROADS/UTILITIES - CENTRAL	349.01
PAYLESS OFFICE PRODUCTS	SUPPLIES - PUBLIC HEALTH	5,023.33
PEOPLESERVICE	UTILITY ASSIST - GA	134.94
PETERS LAW FIRM PC	RENT - DHS	1,057.70
PHILIP ASCHAMAN	MED SVCS - SHERIFF	215.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PROF SVC - DHS	574.17
POMPS TIRE SERVICE INC	ROADS/TIRES	6,552.30
POPCO INC	MO BILL - PLANNING	79.25
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COSTS - WIC	8,780.12
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	531.67
POTTAWATTAMIE COUNTY MAINTENANCE	MO BILL - SWI JUV	658.24
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT SVC FEES - BOARD	14,721.66
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	211.20
PRAIRIE VIEW MANAGEMENT INC	RCF - SWIA MHDS REGION	21,992.77
PRIDE GROUP INC (THE)	RCF - SWIA MHDS REGION	11,335.52
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	SUPPLIES - SHERIFF	80.88
QUADIEN INC	POSTAGE - VARIOUS	6,256.03
QUADIEN LEASING USA INC	PROF SVC - SHERIFF	271.11
R & S WASTE SYSTEMS LLC	ROADS/UTILITIES	637.18
RACHAEL NAGUNST	SUPPLIES - JAIL	125.00
RADIOLOGY CONSULTANTS	MED SVCS - JAIL	400.04
RAFAEL RODRIGUEZ	REIMB EXP - IT	40.60
RANDALL HOTZE	MEETING - BOARD	40.00
RAY MARTIN COMPANY OF OMAHA	PROF SVC - B&G	6,364.23
RED OAK WELDING SUPPLIES INC	ROADS/SUPPLIES	112.20
REGIONAL WATER INC	MO BILL - CONSERVATION	1,028.25
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	72.00
RICHARD C ROSAS	PROF SVC - B&G	50.00
RICK LARSON	MEETING - PLANNING	37.88
RICOH USA INC	PROF SVC - DHS	1,003.33
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	1,630.00
ROBERT L WATSON	RENT ASSIST - GA	400.00
ROBERT M MCCALL JR	PROF SVC - B&G	43,385.00
ROBERT YARD	PROF SVC - CONSERVATION	1,300.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
RONALD LAINSON	ROADS/UTILITIES - CENTRAL	195.00
RONCO CONSTRUCTION COMPANY INC	PROF SVC - B&G	301,448.09
S & L ENTERPRISES INC	MO BILL - CONSERVATION	130.00
SAFETY & HEALTH COUNCIL OF GREATER OMAHA INC	REGISTRATION - HR/RISK	749.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	295.37
SANDAU BROTHERS SIGN COMPANY	PROF SVC - PUBLIC HEALTH	3,600.00
SAPP BROS PETROLEUM INC	FUEL - SHERIFF	17,109.38
SCHEMMER ASSOCIATES INC (THE)	ROADS/HANCOCK	842.00
SCHILDBERG CONSTRUCTION CO INC	ROADS/ROCK	168,755.92
SCHROER & ASSOCIATES PC	PROF SVC - JAIL	180.00
SCOTT BELT	REIMB EXP - BOARD	129.52
SDJD BROWN INC	PROF SVC - SHERIFF	6,879.58
SECURITY TRANSPORT SERVICES INC	TRANSPORT - JAIL	5,525.15
SEIDL & SEIDL PLC	LEGAL SVCS - SWIA MHDS REGION	193.50

SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	175.20
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	MED SVCS - SWIA MHDS REGION	1,452.80
SHELBY VETERINARY CLINIC PC	PROF SVC - ANIMAL CONTROL	54.10
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	403.20
SHEPPARDS BUSINESS INTERIORS INC	PROF SVC - SHERIFF	7,102.91
SHRED IT US JV LLC	PROF SVC - WIC	106.54
SOUTHWEST IOWA MENTAL HEALTH CENTER	MED SVCS - SWIA MHDS REGION	5,293.64
SOUTHWEST IOWA PLANNING COUNCIL	PROF SVC - PUBLIC HEALTH	3,255.89
SPEEDEE DELIVERY SERVICE INC	PROF SVC - DHS	315.72
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	42.00
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	704.68
STAPLES INC	SUPPLIES - DHS	1,638.37
STATE OF IOWA EDUCATION IOWA PUBLIC BROADCASTING DIVISION	RENT - COMMUNICATIONS	1,073.41
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	175.00
STELLA HUERTER	MEETING - PLANNING	38.44
STEVE BAIER	MEETING - SWI JUV	56.00
STEVE PIERCE	MEETING - PLANNING	87.40
STEVEN BRUMLEY	MEETING - BOARD	40.00
SUNDQUIST ENGINEERING PC	DRAINAGE - 2019 FLOOD - S NOBLE - PROF SVCS	37.50
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	216.02
SWI JUVENILE EMERGENCY	QTRLY BILL - BOARD	256,488.07
SYNCHRONY BANK	MO BILL - CONSERVATION	258.68
SYNCHRONY BANK	SUPPLIES - DHS	60.10
SYNCHRONY BANK	SUPPLIES - CONSERVATION	2,681.13
TAMMY DEYEAGER	MEETING - BOARD	20.00
THERMO KING CHRISTENSEN	ROADS/SUPPLIES	640.07
TIM WICHMAN	REIMB EXP - BOARD	366.56
TIMEKEEPING SYSTEMS INC	PROF SVC - JAIL	250.00
TIMOTHY TEMEYER	MEETING - BOARD	40.00
TONY SMITH	MEETING - SWI JUV	50.40
TORYANN CROZIER	PROF SVC - CONSERVATION	145.00
TRACY CLEAVELAND	PROF SVC - ENV HEALTH	106.82
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER STATE OF IOWA	MED SVCS - SWIA MHDS REGION	65,469.35
TREAT AMERICA FOOD SERVICES	PROF SVC - SWI JUV	2,091.80
TRICIA JONES	MED SVCS - SWI JUV	220.00
TW VENDING INC	SUPPLIES - JAIL	499.96
UNITED CHURCH OF AVOCA	RENT - WIC	50.00
UNITED LABORATORIES INC	ROADS/SUPPLIES	790.80
US BANK NATIONAL ASSOCIATION	MO BILL - IT/GIS	9,294.17
US BANK NATIONAL ASSOCIATION	PROF SVC - CONSERVATION	171.19
US BANK NATIONAL ASSOCIATION	MO BILL - JAIL	2,954.66
US BANK NATIONAL ASSOCIATION	PROF SVC - SHERIFF	372.80
US CELLULAR	MO BILL - COMMUNICATIONS	778.51
VCA INV	PROF SVC - ANIMAL CONTROL	298.80
VERTIV CORPORATION	PROF SVC - IT	7,908.76
VISUAL EDGE INC	PROF SVC - TREASURER	286.98
VOCATIONAL DEVELOPMENT CENTER INC	JOB GRANT - SWIA MHDS REGION	1,602.00
VOLANO SOFTWARE LLC	PROF SVC - NON DEPARTMENTAL	17,990.00
W W GRAINGER INC	SUPPLIES - B&G	202.08
WAHLTEK INC	PROF SVC - COMMUNICATIONS	1,288.64
WALNUT TELEPHONE COMPANY INC	MO BILL - COMMUNICATIONS	778.14
WAUBONSIE MENTAL HEALTH CENTER INC	CRISIS RESPONSE - SWIA MHDS REGION	10,973.03
WELLS FARGO FINANCIAL LEASING INC	PROF SVC - DHS	1,278.54
WELLS FARGO FINANCIAL LEASING INC	MO BILL - CO ATTORNEY	274.50
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	8,388.86
WESTERN ENGINEERING COMPANY INC	ROADS/MATERIALS	2,654.75
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATION	54.70
WEX BANK	ROADS/FUEL	31,174.59
WICK BUILDINGS INC	DEPOSIT - NON DEPARTMENTAL	8,592.00
WINDSTREAM	MO BILL - COMMUNICATIONS	449.12
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	45.92
ZIMMERMAN SALES & SERVICE INC	ROADS/REPAIRS	1,742.49
ZOHO CORPORATION	SUBSCRIPTION - IT	2,450.00
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		3,525,527.94

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	814,743.25
0002 - GENERAL SUPPLEMENTAL FUND	317,170.82
0003 - GAMBLING RESOURCES FUND	416.66
0005 - WIC/FEDERAL FUNDING FUND	12,726.33
0007 - LOST CONSERVATION FUND	6,954.90
0011 - RURAL SERVICES BASIC FUND	22,867.79
0017 - CO ATTORNEY DEL FINE COLLECT FUN	1,040.00
0018 - SPECIAL LAW ENFORCEMENT FUND	1,339.00
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	301,448.09
0020 - SECONDARY ROADS FUND	684,706.97
0023 - REAP FUND	750.00
0027 - CO CONSERV LAND ACQ	42,785.73
0037 - LOST SOIL CONS EAST FUND	400.00
0041 - ANIMAL CONTROL DONATIONS FUND	352.90
0046 - WEST SWCD/POTT CO STRUCTURES FUN	150.00
1610 - BOND SERIES 2018 CAPITAL FUND	8,749.70
1620 - BOND SERIES 2020A CAPITAL FUND	307,515.99
1925 - 2020B ROADS CAPITAL PROJECT FUND	75,098.83
4000 - EMER MANAGEMENT SERVICE FUND	4,073.32
4010 - E911 FUND	134,905.54
4155 - MHDS REGION FUND	331,681.49
5400 - JUVENILE DETENTION	55,486.60
6000 - DRAINAGE	400,164.03
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	3,525,527.94

# **Scheduled Sessions**

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

**Discussion and/or decision to:**

**Approve Second Consideration of Ordinance No. 2021-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District; and to adopt Ordinance No. 2021-02 into law**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2021-02

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2021-02**

**AN ORDINANCE** to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District.

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

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

A part of SILVER CREEK TWP 10-74-41 N1/2 NW COMM 492.05 E & 90'S OF NW COR THENCE ELY1442.01 SWLY196.4WLY377.45SLY781 WLY215.92SLY133.28 W513.09NLY687.73 N243.85 TO POB EXC E OF CRK (To be determined by a survey).

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

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

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

PASSED AND APPROVED THIS 6th DAY OF APRIL, 2021.

**ROLL CALL VOTE**

**AYE      NAY      ABSTAIN      ABSENT**

\_\_\_\_\_  
Scott Belt, Chairman

\_\_\_\_\_  
Tim Wichman

\_\_\_\_\_  
Lynn Grobe

Ordinance #2020-02

\_\_\_\_\_  
Justin Schultz

\_\_\_\_\_  
Brian Shea

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



NOTICE OF PUBLIC HEARING PUBLISHED:	March 25, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	March 30, 2021
FIRST CONSIDERATION:	March 30, 2021
SECOND CONSIDERATION:	April 6, 2021
PUBLICATION:	April 15, 2021
RECORD:	April 16, 2021



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

**Discussion and/or decision to:  
Approve and sign Pottawattamie County  
Subaward Agreement to provide federal  
assistance from the HMGP 4421DR.**



## STATE OF IOWA

**KIM REYNOLDS**  
GOVERNOR

**ADAM GREGG**  
LT. GOVERNOR

IOWA DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT  
V. JOYCE FLINN, HOMELAND SECURITY ADVISOR  
AND EMERGENCY MANAGEMENT DIRECTOR

March 26, 2021

Pam Kalstrup  
Planning and Development  
Pottawattamie County  
227 South 6th Street  
Council Bluffs, IA, 51501-4269

**SUBJECT: HMGP DR-4421-IA-0048, Pottawattamie County Property Acquisition**

Dear Ms. Kalstrup,

Pottawattamie County has been awarded federal assistance under the Hazard Mitigation Grant Program, DR-4421 in accordance with the scope of work and budget that were included in the application package submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA).

I have included one original Subaward Agreement for review, approval and signature. Please scan and email the signed copy to your project officer (Terry E. Brown, [TE.Brown@iowa.gov](mailto:TE.Brown@iowa.gov)) and mitigation finance officer (Adrienne Ricehill, [Adrienne.Ricehill2@iowa.gov](mailto:Adrienne.Ricehill2@iowa.gov)). Any modifications to the scope of work or budget must have prior approval by HSEMD and FEMA. Please notify me if there are any anticipated changes.

If you have any questions or need assistance, please do not hesitate to call me at 515-725-9320, or e-mail me at [Adrienne.Ricehill2@iowa.gov](mailto:Adrienne.Ricehill2@iowa.gov).

Sincerely,

Adrienne Ricehill  
Mitigation Finance Officer

Enclosure

# SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

Pottawattamie County

**PROJECT TITLE: Pottawattamie County Property Acquisition**

**SUBAWARD AGREEMENT NO: HMGP-DR-4421-0048**

**DUNS NUMBER: 078001377**

**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): 4421DRIAP00000485**

**FEDERAL AWARD DATE: 03/16/2021**

**PERFORMANCE PERIOD START DATE: 03/16/2021**

**PERFORMANCE PERIOD END DATE: 12/19/2023**

**FEDERAL FUNDS OBLIGATED AMOUNT: \$1,682,942.00**

## **I. SCOPE OF WORK:**

This Subaward Agreement (AGREEMENT) is to provide the **Pottawattamie County** (SUBRECIPIENT) with federal assistance from the HMGP 4421. The total subaward is **\$2,232,792.00**.

Project Costs – The federal share shall not exceed **\$1,649,550.00 or (75%)** of actual allowable subaward costs, whichever is less. The state share shall not exceed **\$219,940.00 or (10%)** of the actual allowable subaward costs, whichever is less. The SUBRECIPIENT shall provide at least **\$329,910.00 or (15%)** through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.

Management Costs – Management costs shall not exceed **\$33,392.00 or 5%** of the actual allowable project costs, whichever is less. Management costs are 100% federal and are not included in the project cost total or cost share calculation.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA). Any modifications to the approved scope

and/or budget must be submitted to and approved by HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

## **II. AGREEMENTS**

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.331, the grant financial guide and other state and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200, Section 200.205.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.336 and Section 200.337.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.338, Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321.)

The SUBRECIPIENT agrees to limit subaward funding to eligible property owner applicants to the pre-disaster market value of the land and structure based upon a signed purchase agreement

between the SUBRECIPIENT and the property owner whose property has been approved by FEMA for acquisition. The SUBRECIPIENT will provide certification that the property owner is a National of the United States or qualified alien. If the property owner purchased the property after the relevant flood event or the property owner is not a National of the United States or qualified alien, the post-flood value of the property will be the offer price of the land and structure.

The SUBRECIPIENT will require and assist property owner applicants in providing evidence of ownership by title, purchase contract, and/or certificate of title insurance as well as disclosure of any liens or loans secured by the property.

The SUBRECIPIENT agrees to submit source documents on a timely basis to HSEMD as verification of how the funds for allowable subaward costs are expended. Source documents include, but are not limited to, Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments. A source document checklist has been provided and must be adhered to for documentation that must be on file at the HSEMD.

Prior to closing on a property, the SUBRECIPIENT will initiate a request through HSEMD to FEMA Region VII with a list of property owner applicants for final Duplication of Benefits (DOB) verification. Closing cannot commence until a final DOB is done if offering pre-disaster market value.

The SUBRECIPIENT agrees to acquire and demolish only those properties that have been approved by FEMA Region VII and cleared by the State Historical Society of Iowa (SHSI). It is permissible for the SUBRECIPIENT to acquire properties prior to full compliance with Section 106 of the National Historic Preservation Act of 1966; however, ***demolition cannot occur until the SHSI has made the determination of no historic effect.*** Documentation must be on file at HSEMD.

The SUBRECIPIENT shall comply with all aspects of the subaward implementation, including, but not limited to the 90-day demolition requirement identified in 44 CFR §80.17. Existing structures must be removed by demolition within 90 days of settlement of the property transaction. The FEMA Regional VII Administrator may grant an exception to this deadline only for a particular property based upon written justification, if extenuating circumstances exist, but shall specify a final date for removal. To ensure compliance, the SUBRECIPIENT is required to immediately notify HSEMD of settlement of the property transaction and demolition date. For each property in which the 90-day deadline cannot be met, the SUBRECIPIENT is required to request an exception. An exception request for each property must be submitted to HSEMD no later than 60 days following the settlement of the property transaction.

The SUBRECIPIENT agrees to verify and certify that participating property owner applicants will relocate outside the NFIP Special Flood Hazard Zone boundaries if offered replacement housing benefit funds.

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

### **III. PERIOD OF PERFORMANCE**

The approved Period of Performance for this subaward is from **03/16/2021 through 12/19/2023**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

**If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance.** All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The Hazard Mitigation Time Extension Request Form will be made available to the SUBRECIPIENT. Without the justification, time extension requests will not be processed.

### **IV. AUTHORITIES AND REFERENCES**

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR, Part 200 - [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Title 44 of the Code of Federal Regulations (CFR) - Part 80-Property Acquisition and Relocation for Open Space, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 9-Floodplain Management and Protection of Wetlands
- Title 44 of the Code of Federal Regulations (CFR)- Part 201- Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR)- Part 206-Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015- if applicable
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Any other applicable Federal Statutes including the Transparency and Recovery Act

## V. GRANT MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302 and internal controls in section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

## VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.326 including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

## VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.039, (CFDA) Name: Hazard Mitigation Grant Program.

## VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEMD. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.
- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk subrecipient; then reimbursement requests will be required.



No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds.

**Required documents prior to payments from HSEMD.** Payment of funds will not be made to the SUBRECIPIENT until HSEMD has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

The SUBRECIPIENT is responsible for submitting proof of the local **non-federal** match that was used for this subaward to HSEMD. Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D, Section 200.29, Section 200.306 and Section 200.434. The SUBRECIPIENT contributions must be verifiable from the SUBRECIPIENT'S records, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306 entitled "Cost sharing or matching". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on

behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D, sections 200.306 and 200.434.

## **IX. PROGRAM INCOME**

Any program income generated must comply with 2 CFR, Part 200, Subpart D, Section 200.80 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports.

## **X. REPORTING REQUIREMENTS**

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

## **XI. CLOSE OUT**

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work; whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.343 and Section 200.344. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced.

## **XII. RECORD RETENTION**

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three years after the date of the final expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, section 200.333.

### **XIII. WAIVERS**

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

### **XIV. AMENDMENTS AND MODIFICATIONS**

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

### **XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES**

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

### **XVI. INDEMNIFICATION**

It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action

for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

## **XVII. ACKNOWLEDGMENTS**

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEMD and FEMA.

## **XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT**

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

## **XIX. GOVERNING LAW, VENUE AND SEVERABILITY**

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

## **XX. NOTICES**

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

## **XXI. RESPONSIBILITY FOR SUBAWARD**

While HSEMD undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEMD undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

## **XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND SUBRECIPIENT**

All written notices and communications to the SUBRECIPIENT by HSEMD shall be to:

**Pam Kalstrup  
Planning and Development  
Pottawattamie County  
227 South 6th Street  
Council Bluffs, IA, 51501-4269**

Or the Alternate Point of Contact,

**Justin Schultz  
Board of Supervisors  
Pottawattamie County  
227 South 6th Street  
Council Bluffs, IA, 51501-4269**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

**Aimee Bartlett  
Mitigation Bureau Chief  
Iowa Department of Homeland Security & Emergency Management  
7900 Hickman Road, Suite 500  
Windsor Heights, IA 50324**

**ENTIRE SUBAWARD AGREEMENT**

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security and Emergency Management: Pottawattamie County Board of Supervisors:**

\_\_\_\_\_  
Dennis Harper, Alternate GAR

\_\_\_\_\_  
Scott Belt, Board of Supervisors Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative (optional)

\_\_\_\_\_  
Date

- Attachments: Exhibit A: FEMA Award Notification
- Exhibit B: Scope of Work
- Exhibit C: Pre-Award Risk Assessment

Exhibit A: FEMA Award Notification

Letter from FEMA



Pogones, Jonathan &lt;jonathan.pogones@iowa.gov&gt;

**DR4421-IA-0048 Pottawattamie County Property Acquisition PAS Funding Notice**

1 message

**Maldonado, Maria** <Maria.Maldonado@fema.dhs.gov>

Tue, Mar 16, 2021 at 9:16 AM

To: "Pogones, Jonathan" &lt;jonathan.pogones@iowa.gov&gt;

Cc: "Bartlett, Aimee (aimee.bartlett@iowa.gov)" &lt;aimee.bartlett@iowa.gov&gt;, FEMA-R7-MT-HMA &lt;fema-r7-mt-hma@fema.dhs.gov&gt;, "Kerschner, Mary" &lt;Mary.Kerschner@fema.dhs.gov&gt;, "Baker, Colton" &lt;colton.baker@fema.dhs.gov&gt;, "Robarge Silkiner, Stacy" &lt;Stacy.RobargeSilkiner@fema.dhs.gov&gt;

Aimee and Dusty,

RE: FEMA-4421-DR-0049-Pottawattamie County Property Acquisition

This email serves as notification that FEMA has accepted Iowa HSEMD review and approval of the subject project according to Iowa's PAS Operational Agreement. This project consists in the acquisition and demolition of the following eight (8) residential properties:

1. [14482 Jet Lane, Crescent, IA 51526](#)
2. 20910 Riverroad N, Crescent, IA 51526
3. 20970 Riverroad N, Crescent, IA 51526
4. [25834 Meadowlark Loop, Crescent, IA 51526](#)
5. [26659 Meadowlark Loop, Crescent, IA 51526](#)
6. [26888 145<sup>th</sup> Street, Crescent, IA 51526](#)
7. [27233 145<sup>th</sup> Street, Crescent, IA 51526](#)
8. [27377 145<sup>th</sup> Street, Crescent, IA 51526](#)

The attached NEMIS Project Management Report documents the obligation of the federal share in the amount of \$1,649,550.00 to support project approval.

Work schedule due dates from the same report are based on the proposed work schedule submitted in NEMIS and documented in the project sub-application. These due dates are based on the date of funding obligation. FEMA will not establish activity completion timeframes for individual projects included in HMGP grants made available for disasters declared on or after July 12, 2013. Instead, recipients and sub-recipients are responsible for ensuring that projects are completed within the overall HMGP period of performance. The period of performance end date for FEMA-4421-DR is December 19, 2023.

Record of Environmental Consideration (REC) Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- In addition, if ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



## Record of Environmental Consideration (REC) Special Conditions:

- NHPA: All fill/gravel should be obtained from a commercial source. Fill/gravel from non-commercial sources may require permits and/or SHPO consultation, and failure to obtain these prior to doing the work may jeopardize federal funding.
- NHPA: If archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are discovered during ground disturbing activities, work in the vicinity of the discovery will stop immediately and all reasonable measures will be taken to avoid or minimize harm to the discovery. The applicant's contractor will ensure that archaeological discoveries are secured in place and restrict access to the sensitive area. The contractor will immediately notify such discoveries to the applicant, who shall then contact the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary.
- NHPA: If human remains are encountered during permitted activities, all work shall stop immediately and OSA/SHPO/THPO and FEMA contacted, with conditions followed identical to those stipulated for archaeological feature discovery. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and any State-specific policies that may be enforced.
- NHPA: If any of the listed properties are removed from this project and alternative structures are chosen for acquisition and demolition, the alternative sites will need to be reviewed for potential environmental and historic effects.
- RCRA: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements.
- RCRA: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- EO11990: The project has been determined to be adjacent to, but not impacting wetlands. If during construction activities it is determined that work will directly (including access and staging in) or indirectly (from silt/fill runoff) impact a wetland, the applicant should coordinate with FEMA EHP/FWS/USACE to resolve the potential impact to wetlands and utilize Best Management Practices prior to proceeding with the work. Failure to do so may jeopardize federal funding.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

If you have any questions concerning this action, please contact Maria Maldonado, Hazard Mitigation Assistance Specialist, at (816) 276-5084 or Stacy Robarge-Silkiner, Chief, Hazard Mitigation Assistance Branch, at (816) 283-7679.

Thank you,

Maria Maldonado

HMA Specialist - Hazard Mitigation Assistance Branch | Mitigation Division | Region VII

Office: (816) 276-5084 | Mobile (816) 912-9233

[Maria.Maldonado@fema.dhs.gov](mailto:Maria.Maldonado@fema.dhs.gov)

[FEMA-R7-MT-HMA@fema.dhs.gov](mailto:FEMA-R7-MT-HMA@fema.dhs.gov)


Federal Emergency Management Agency

[fema.gov](https://www.fema.gov)



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**2 attachments**

 **HMGP\_DR-4421-IA-0048\_REC.pdf**  
87K

 **NEMIS Project Management Report.pdf**  
72K



March 12, 2021

Mr. Paul Trombino, Director  
Iowa Homeland Security and  
Emergency Management Department  
Attn: Hazard Mitigation  
7900 Hickman Road, Suite 500  
Windsor Heights, Iowa 50324

Subject: FEMA-4421-DR-IA  
Hazard Mitigation Grant Program (HMGP) Approval  
Project #: 0048  
Subrecipient: Pottawattamie County Property Acquisition  
Subrecipient Management Cost (MC) Funding

Dear Mr. Trombino:

This letter is official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has approved your request received on October 2, 2020, for HMGP Subrecipient Management Costs (MC) funds for DR-4421-IA Project #0048 Pottawattamie County Property Acquisition. The total amount of Subrecipient MC requested is \$109,970. MC are subject to incremental funding obligations; therefore, FEMA has released to the state \$33,932 (100% Federal funds) MC funding for budget year one. This amount includes \$30,000 for Contractual Agreements.

Federal funding of MC is based on actual documented incurred management costs, up to 5% of the total amount of the HMGP award. Recipients and sub-recipients are required to maintain appropriate documentation to support expensed claims. All costs must be reasonable, allowable, allocable, and necessary as required by 2 CFR Part 200 Subpart E, applicable program regulations, and the HMA Guidance (2015).

Quarterly progress reports for Subrecipient MC grants are required; please include this Subrecipient MC grant in your future quarterly reports. The sub-recipient can claim MC's incurred up to whichever of the following occurs first: 180 days after work is completed for the non-MC HMGP project; or 180 days after the latest performance period Activity Completion Timeframe (ACT) of the non-MC HMGP project; or the recipient MC award has been closed.

Mr. Trombino  
FEMA-4421-DR-IA-0048  
Page 2

If you have any questions concerning this action, please contact Maria Maldonado, Hazard Mitigation Assistance Specialist, at (816) 276-5084 or Stacy Robarge-Silkiner, Chief, Hazard Mitigation Assistance Branch, at (816) 283-7679.

Sincerely,

Catherine R. Sanders, Director  
Mitigation Division

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4421	48 - R	0	37	IA	Statewide

Subrecipient: Pottawattamie (County)

FIPS Code: 155-99155

Project Title : Pottawattamie County Property Acquisition

**Mitigation Project Description**

Amendment Status : Approved

Approval Status: Approved

Project Title : Pottawattamie County Property Acquisition

Recipient : Statewide

Subrecipient : Pottawattamie (County)

Recipient County Name : Pottawattamie

Subrecipient County Name : Pottawattamie

Recipient County Code : 155

Subrecipient County Code : 155

Recipient Place Name : Pottawattamie (County)

Subrecipient Place Name : Pottawattamie (County)

Recipient Place Code : 0

Subrecipient Place Code : 99155

Project Closeout Date : 00/00/0000

**Work Schedule Status**

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	ceive Federal Grant Awards, Establish Grant Procedu	Start Month 0 End Month 2	00/00/0000	00/00/0000	00/00/0000
0	Present Purchase Offers, Acquire Properties	Start Month 2 End Month 33	00/00/0000	00/00/0000	00/00/0000
0	Asbestos Survey and Abatement	Start Month 2 End Month 33	00/00/0000	00/00/0000	00/00/0000
0	Demolition of Properties Acquired	Start Month 2 End Month 33	00/00/0000	00/00/0000	00/00/0000
0	DOB Process	Start Month 2 End Month 33	00/00/0000	00/00/0000	00/00/0000
0	Procurement of Legal/Closing Services	Start Month 2 End Month 33	00/00/0000	00/00/0000	00/00/0000
0	Federal Grant Closeout	Start Month 34 End Month 36	00/00/0000	00/00/0000	00/00/0000

**Approved Amounts**

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$2,199,400.00	75.00000000	\$1,649,550.00	25.00000000	\$549,850.00

**Allocations**

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
19	A	03/15/2021	03/15/2021	2021	3237757	9	\$1,649,550.00	\$0.00	\$1,649,550.00
20		00/00/0000	00/00/0000	2021			\$0.00	\$33,392.00	\$461,275.75
Total							\$1,649,550.00	\$33,392.00	\$2,110,825.75

**Obligations**

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	03/16/202	03/16/2021	2021	3451360	0	23	\$1,649,550.00	\$0.00	\$1,649,550.00
Total								\$1,649,550.00	\$0.00	\$1,649,550.00

## Exhibit B: Scope of Work

### Scope of Work from Application

**Scope of Work:** To mitigate damages caused by flooding, this project proposes to acquire and demolish/convert to permanent open space 33 total residential properties/vacant lots, with 8 of the properties being active on this application and the remaining 25 properties being inactive/stacked waiting for funding to become available which were substantially damaged due to the flooding of 2019. The project will be implemented in accordance with 44 CFR part 80.

**Description of Proposed Project:** Pottawattamie County intends on acquiring and demolishing 8 properties (up to 33) located in the updated special flood hazard area within the unincorporated area. All properties will be demolished using HMGP funds.

**Pre-Award:** Prior to submitting the application, Pottawattamie County competitively procured/contracted a certified real property appraiser to indicate the pre-flood (March 11, 2019 effective date) retrospective market value opinion of the 33 residential properties to be voluntarily acquired. Procurement was in conformance with the County's procurement policy and applicable Federal requirements. The established pre-flood retrospective market value opinion of each property is the basis of the property acquisition project budget line item. Pottawattamie County also fully procured and contracted survey services in order to separate various acreage properties in which the owner desired to only sell a fraction of the property.

**Post Award: Sub-Grant Award:** Upon the completion of HSEMD and FEMA application review the application will be approved and the Sub-Grant awarded. HSEMD will be the acting Recipient with Pottawattamie County being the acting Sub-Recipient.

**Sub-Grant Acceptance:** Once the Sub-Grant is awarded to Pottawattamie County, HSEMD will provide the County with the official grant agreement documentation to be signed and certified by Pottawattamie County Board of Supervisors. This will begin the timeframe for completion of the project to be within 36 months from Sub-Grant award or the grant period end date, whichever comes first.

**Administrative Plan:** Staff will develop and Pottawattamie County Board of Supervisors will approve an Administrative Plan outlining how the project will be completed including a detailed process for participants to appeal fair market value as necessary.

**Historical Preservation:** All properties greater than 45 years old have been researched by Pottawattamie County and HSEMD EHP and recommended as having no historical significance to FEMA and SHPO. Both FEMA and SHPO have concurred with HSEMD's recommendation with all concurrence letters attached to this application.

**Duplication of Benefits:** Prior to official purchase offers being made, insurance information will be gathered from each property owner. This insurance documentation will attest to any proceeds received for structural damage and include any receipts showing repair work completed to the structure since the date of market value determination. This information will then be forwarded

to FEMA for the official duplication of benefits determination. Any amount identified as a duplication of benefit will be deducted from the closing amount owed to the property owner and identified on the HUD-1 as such.

**Offer to Purchase:** Appraisals have been completed and included in this application indicating the pre-flood retrospective market value opinion which will be the basis for the purchase offer amount made by the County to the property owner. If any property transfers ownership post offer then an updated appraisal may be required indicating a revised current fair market value of the property. Once program participants have secured replacement housing or are able to vacate the premises, project management staff will schedule an offer to purchase and coordinate preparation of the offer with the County's attorney. At the offer meeting, the offer and other necessary documents will be executed and a closing date scheduled. No offer to purchase will be extended and closing scheduled unless the County has a clear 90 day window after closing to accomplish all lot clearing activities without weather conflicts.

**Property Closing/Acquisition:** The Buyout Administrator, acting as the County's closing agent, will coordinate closing documents with the County's attorney and inspect the property to determine that the owner has removed all personal property. At the time of acquisition, the deed, including the FEMA mitigation model deed restriction language, will be executed and recorded. Future use of the property will be limited to perpetual open space, as defined by HMGP regulations, so that the area can function as natural floodplain. Copies of the conformed documents will be distributed to state and federal agencies as required.

**Asbestos Testing/Abatement/Demolition:** All properties included on this application will be demolished with FEMA Public Assistance funds. All properties to be acquired will be brought into compliance with the open space requirements identified in the deed restriction within 90 days of acquisition. This includes contracting for and completing testing for asbestos containing materials; abating any identified ACM and household hazardous waste per Iowa DNR / EPA requirements; and disconnecting the attendant utilities including underground water. A trained debris monitor hired by the County will be on site when demolition is taking place. The contractor will have 30 days to complete all abatement and demolition work.

Any demolition taking place between April 15th and September 30th must have IDNR consultation completed prior to demolition taking place to identify any possible adverse environmental affects within the demolition area.

All acquired lots will be deed restricted as open space in perpetuity. The lots will be maintained by the Pottawattamie County. The cost of this maintenance will be included in the County's annual budget.

All costs estimates for services rendered on the acquisition and demolition have all been generated/validated by ongoing acquisition/demolitions within Mills County and Fremont County. These counties are joining, will generate the same bidding contractors, and all are actively acquiring/demolishing properties as a result of the same 2019 flooding. The RFP's and Contracts referenced are on file under the Mills and Fremont Co and can be provided if requested.

### Approved Properties

#	Address	City	State	Zip	Amount
3	14482 Jet Lane	Crescent	Iowa	51526	\$417,000.00
12	20910 Riverroad N	Crescent	Iowa	51526	\$257,000.00
13	20970 Riverroad N	Crescent	Iowa	51526	\$327,000.00
20	25834 Meadowlark Loop	Crescent	Iowa	51526	\$267,000.00
21	26659 Meadowlark Loop	Crescent	Iowa	51526	\$257,000.00
22	26888 145th St	Crescent	Iowa	51526	\$197,000.00
24	27233 145th St	Crescent	Iowa	51526	\$237,000.00
27	27377 145th St	Crescent	Iowa	51526	\$217,000.00

### Budget

Cost Category	Amount
Acquisition Costs for All Properties	\$2,040,000.00
HMGP Demolition	\$120,000.00
Legal, Closing, Permits and Fees	\$16,000.00
Pre-Award-Appraisals	\$23,400.00
<b>Total Project</b>	<b>\$2,199,400.00</b>
Management Costs	\$33,392.00
<b>Total Award</b>	<b>\$2,232,792.00</b>



Exhibit C: Pre-Award Risk Assessment

Conducted by HSEMD



# Recovery Division Grant Pre-Award Risk Assessment

## Applicant Information

Applicant: \_\_\_\_\_

Applicant EIN: \_\_\_\_\_

Applicant DUNS: \_\_\_\_\_

Applicant Authorized Representative<sup>1</sup>: \_\_\_\_\_

Applicant Authorized Representative Phone: \_\_\_\_\_

Applicant Authorized Representative Email: \_\_\_\_\_

Assessment Completed by: \_\_\_\_\_

Assessment Date: \_\_\_\_\_

**Total Risk Assessment Score:** \_\_\_\_\_ of 15. **Risk Level\***: \_\_\_\_\_

## Financial Stability

 points \_\_\_\_\_ of 2.

Mark all applicable items.

- Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.) **(-1 point)**
- Special investigations performed by the Iowa State Auditor in the past five (5) years. **(-1 point)**
- For each Federal award, the applicant’s accounting system has the ability to: **(1 point)**
  - Track revenues and expenditures separately from other expenditure and revenue sources. (including applicant matching funds) (i.e. separate accounts/work orders for each approved project)<sup>2</sup> *Attach chart of accounts/work order listing with particular accounts/work orders noted.*
  - Tie revenues and expenditures to approved grant budget(s) and scope(s) of work.
- Procedures for the segregation of duties<sup>3</sup> *Attach associated procedures.* **(1 point)**

## Quality Management Systems

 points \_\_\_\_\_ of 6.

Mark all applicable items.

- Procurement Policies. *Attach procurement policies* **(1 point)**

<sup>1</sup> 2 CFR §200.415 requires that fiscal reports (including grant agreements, payment requests, etc.) be “signed by an official who is authorized to legally bind the non-Federal entity”.

<sup>2</sup> 2 CFR §200.302(3) requires that records must adequately identify the source and use of federally-funded activities.

<sup>3</sup> Required per 2 CFR §200.303; Segregation of Duties is outlined in GAO-14-704G Federal Internal Control Standards 10.12-14

- Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.<sup>4</sup> (1 point)
- Includes procedure to document affirmative solicitation of small and minority businesses, and women’s business enterprises.<sup>5</sup> (1 point)
- Includes Contract Provisions for Non-Federal Entity Contracts Under Federal Awards<sup>6</sup>(1 point)
- Conflict of Interest Policies.<sup>7</sup> Attach associated policies. (1 point)
- Procedures for accounting for the entirety of employee time by individual Federal award and other non-Federally funded work (Personnel Activity Reports or similar). Attach employee time keeping procedures and examples of associated documentation.(1 point)

**Performance History** points \_\_\_\_\_ of 5

- New applicant (-1 point)
- Applicant has an outstanding balance with HSEMD (-1 point)
- Applicant is not suspended or disbarred from federal awards.<sup>4</sup> (1 point)

**Prior Grant Awards** (list only previous 4 programs)

(1 point for each grant in which all projects are completed and closed on or under budget)

CFDA #	# of Projects	Total \$ Obligated	Total \$ Expended	# Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified

**Prior Grant Monitoring Actions by HSEMD** (list only 5 most recent)

(-1 point for each identified issue).

Desk Review or Site Visit	Date	CFDA #	# of Projects Monitored	# of Issues Identified

<sup>4</sup> Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (<https://www.sam.gov>) (2 CFR §200.212)

<sup>5</sup> 2 CFR § 200.321; Listing available at <https://www.sam.gov>

<sup>6</sup> 2 CFR §200 Appendix II

<sup>7</sup> 2 CFR 200.112

**Prior Audit Findings** points \_\_\_\_\_

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.<sup>8</sup>

*(-1 point for each audit finding on a Federal award.)*

Fiscal Year Audited	CFDA #	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved

**Statutory and Regulatory Requirement Implementation** points \_\_\_\_\_ of 2.

Mark all applicable items

- Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.<sup>9</sup> *Attach associated policies (1 point)*
- Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)<sup>10</sup> *Attach associated policies (1 point)*

**\*Risk Level:**

*(Note: Attachments must be included in order for the point to be awarded)*

<u>Points</u>	<u>Level</u>	<u>Actions</u>
<b>&lt;0-5</b>	<b>High</b>	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
<b>6-10</b>	<b>Medium</b>	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
<b>11-15</b>	<b>Low</b>	Continued quarterly progress report monitoring and project closeout monitoring.

<sup>8</sup> Audit information is available at: <https://harvester.census.gov/idds2013/FY2013.aspx> or <http://auditor.iowa.gov/reports/search.php>

<sup>9</sup> 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.

<sup>10</sup> 2 CFR §200.303

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

**Discussion and/or decision to:  
Approve and sign Omaha-Council Bluffs  
Metropolitan Area Planning Agency Agreement for  
Service on the Pottawattamie County Acquisition  
Project HMGP 4421DR.**

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AGREEMENT FOR SERVICE

~~{HSEMD ACQUISITION PROGRAM PROPERTY ACQUISITION -  
ADMINISTRATIVE SERVICES ON THE POTTAWATTAMIE COUNTY ACQUISITION PROJECT}~~

This Contract is hereby made and entered into as of this ~~12th~~ 6th day of April ~~2021~~ August, 2021 by and between the Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (hereinafter referred to as Planning Agency) and Pottawattamie County, 227 S 6<sup>th</sup> St, Council Bluffs, IA 51501 (hereinafter referred to as County).

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WITNESSETH THAT:

WHEREAS, the County desires to engage the Planning Agency to render certain services, hereinafter described.

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

1. Employment of MAPA. The County hereby agrees to engage Planning Agency and Planning Agency hereby agrees to perform the services hereinafter set forth.
2. Scope of Services. MAPA shall do, perform and carry out in a satisfactory and proper manner all necessary services required to carry out the Contract as set out in the attached Scope of Services. As part of that Scope of Services, required federal contract language has been attached and said language is also to be considered part of this Contract.
3. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the County.

4. Time of Performance. The services of Planning Agency shall commence on upon execution of the County and be finished on or before ~~January 30~~ February 28, 2023, 2022.
5. Compensation. Payment shall be due upon reimbursement from the State of Iowa and receipt of an invoice for actual work performed. Actual costs include direct labor costs, direct non-labor costs, and overhead costs. The County agrees to compensate the Planning Agency for professional services rendered in an amount \$4,500,000 per property acquired and not to exceed \$36,000.00 ~~500,000~~.

A. Direct Labor Costs. Direct costs are the earnings that individuals receive for the time they are working directly on the project.

i. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Planning Agency's accounting books of record.

ii. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs. These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable. A non-labor cost charged as a direct cost cannot be included in the Planning Agency's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

6. Method of Payment. The Planning Agency will request payment for services performed under this Contract upon completion of the project. Final payment of services under this contract shall be made by the County within thirty (30) days following satisfactory completion of the Planning Agency's obligations under this Contract.

7. Records. At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents, the financial and administrative records with respect to all matters covered by this Contract.

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the County.

8. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination

and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the County, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

~~8.~~

9. Termination for Convenience of the County. The County may terminate this Contract at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 8 above shall, at the option of the County, become its property. If the contract is terminated by the County as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 8 hereof relative to termination shall apply.
10. Changes. The County may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the County and the Planning Agency, shall be incorporated in written amendments to this Contract.
11. Interest of Members of the County and Others. No employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
12. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Contract.
14. This Contract shall be binding on successors and assigns of either party.
15. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the County shall have the right to annul this Contract without liability.

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16. Severability. Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.
17. Entire Agreement. This Contract contains the entire agreement between the Planning Agency and the County for the purpose of providing administrative services related to the County's post-flood acquisition grant application. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 10.
18. Hold Harmless. The County shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the County for lost revenues of the County, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the County under this Contract.

Passed and Approved:

Metropolitan Area Planning Agency

Pottawattamie County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Youell, Executive Director

\_\_\_\_\_  
Scott Belt, Chairperson  
Pottawattamie County Board of Supervisors

~~Andy Young, Mayor~~

**SCOPE OF SERVICES**  
**PACIFIC JUNCTION, IOWA**  
**(HSEMD ACQUISITION PROGRAM PROPERTY ACQUISITION - ADMINISTRATIVE SERVICES HSEMD ACQUISITION PROGRAM: ISIF COMPLETION)**

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The Metropolitan Area Planning Agency (Planning Agency) shall assist in ~~completing the~~ acquisition and demolition of up to 8127 properties in the County of ~~Oakland (County)~~ using HMGP funds awarded by the ~~Iowa Department of Homeland Security and Emergency Management, in conjunction with the City in conjunction with the Iowa Homeland Security and Emergency Management Division~~ (HSEMD). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

APPRAISAL SERVICES

~~Assist City prepare request for proposals for USPAP appraisal services, assist in soliciting said proposals, and evaluating submitted proposals upon request of the City.~~

- ~~1. Coordinate with the City and selected USPAP appraisal firm working on completing property appraisals.~~
- ~~— Provide other assistance as necessary in the development of a HMGP application to HSEMD.~~

INTERIM MORTGAGE ASSISTANCE SERVICES

- ~~0. Develop policy and procedures for Interim Mortgage Assistance Program for City approval.~~
- ~~0. Notify property owners regarding the availability of assistance through the Interim Mortgage Assistance Program.~~
- ~~0. Assist property owners with application and required documentation to verify eligibility.~~
- ~~0. Coordinate as necessary with financial institutions to verify outstanding loan balances, loan terms, and principal, interest and escrow payments in arrears.~~
- ~~0. Coordinate with the City on the approval of assistance and payments to financial institutions on behalf of property owners.~~
- ~~0. Maintain financial and program records.~~

HMGP PROPERTY ACQUISITIONS AND DEMOLITIONS

General

1. Assure understanding of terms and conditions of the grant agreement with ~~Iowa HSEMD and Iowa Flood Mitigation Board.~~
2. Provide supervision, inspection, and other services necessary to complete the program from inception to closeout.
3. Assure compliance with other agencies, such as the State Historic Preservation Office, Department of Natural Resources, etc.-
4. Update the County on the progress of the hazard mitigation project.

Project Management

1. Prepare and/or amend Program Administrative Plan for approval by the County, as necessary.-
2. Assist County in acquiring required contract and bid documents for abstracting, legal and title services, asbestos, testing, abatement, demolition, etc.-

3. Participate in all agreement meetings.
4. Perform the procurement process for all activities in accordance with Federal and County regulations.
5. Assist in setting up separate non-interest bearing checking account and general ledger codes.
6. Prepare all necessary documents and submit, as required.
7. Coordinate with the County-contracted attorney for the necessary legal work.
8. Meet with property owners to make the offer to purchase and prepare all necessary documentation.
9. Determine relocation allowances to eligible tenants and property owners.
10. Inspect all purchased property at time of closing and demolition.
11. Monitor project compliance with FEMA regulations.
12. Monitor progress toward successful completion of project.
13. Provide necessary documentation as verification of expended federal funds.
14. Assist in complying with all financial and audit requirements.
15. Monitor and update the County on any necessary contract or project amendments.
16. Perform close-out and assist with audit.
17. Provide other technical assistance as may be required.

#### Recordkeeping

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Prepare payment requests and assist in disbursing funds.
5. Meet with HSEMD/FEMA officials, as requested.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Prepare final close-out reports.

The above scope is intended to be general, but some areas may have more detailed requirements implied, but not listed. The Planning Agency will assist the County with these requirements, unless special requests are made to the Executive Director of the Planning Agency, or governing body of the grantee. The County may request additional assistance from the Planning Agency that is not specifically designated.

## **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]

## **Rob Ambrose/Lieutenant, Sheriff's Office**

### **Discussion and/or decision to:**

**Set Public Hearing Date for Public Hearing on the plans, specifications, form of contract and estimated total cost of construction for the Combined Contract for the Pottawattamie County Sheriff's Office Expansion project for April 27, 2021 at 10:00 A.M.; and to approve publication of Notice of Public Hearing.**

NOTICE OF PUBLIC HEARING  
ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT AND ESTIMATED COST FOR  
THE POTTAWATTAMIE COUNTY SHERIFF'S OFFICE EXPANSION CONTRACT  
COUNCIL BLUFFS, IOWA

Public notice is hereby given that the Board of Supervisors of Pottawattamie County, Iowa, will conduct a public hearing on the plans specifications, form of contract and estimated total cost of construction for the Combined Contract for the Pottawattamie County Sheriff's Office Expansion project, at 10:00 A.M., local Iowa time on April 27, 2021 at the Board of Supervisors Hearing Room, 2nd Floor, Pottawattamie County Courthouse, located at 227 South 6th Street, Council Bluffs, Iowa. All interested individuals are invited to attend.

Plans, specifications, form of contract and the estimated total cost of construction will be on file after April 1, 2021 at the office of the Architect, DLR Group inc., 6457 Frances Street, Suite 200, Omaha, Nebraska 68106; at the office of the Printer, A & D Technical Supply Co., 4320 South 89th Street, Omaha, Nebraska 68127.

This notice is given by order of the Pottawattamie County Board of Supervisors, Council Bluffs, Iowa.

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Board Chair  
Pottawattamie County School District  
Council Bluffs, Iowa

**Suzanne Watson/Director, Community Services**

**Discussion and/or decision to:**

**Approve and authorize Chairman to sign 2021  
Pottawattamie County Housing Trust Fund Grant  
Agreement between Pottawattamie County  
General Assistance Fund and Pottawattamie  
County Housing Trust Fund, Inc.**



**2021 POTTAWATTAMIE COUNTY HOUSING TRUST FUND  
GRANT AGREEMENT**

This Grant Agreement (Agreement) is made by and between Pottawattamie General Assistance as Grantee and the Pottawattamie County Housing Trust Fund, Inc. (PottCoHTF) as Grantor.

WITNESSETH

WHEREAS, Grantee is qualified to receive a grant from the PottCoHTF for the GAP assistance program, (the Project) and has the necessary ability to manage and apply such funds to eligible costs for the affordable housing improvements to be implemented by the Grantee or its agents.

WHEREAS, PottCoHTF received 2021 funds distributed from the Local Housing Trust Fund Program (LHTF) administered by the Iowa Finance Authority (IFA) and desires to make an award to the Grantee in accordance with the purpose stated in the Grant Application dated 1/20/2021 and submitted to the PottCoHTF which is hereby incorporated by reference and made a part hereof.

WHEREAS, Grantee agrees to accept the award and to comply with the policies, procedures and rules of the PottCoHTF included in this Agreement and all Exhibits and Attachments.

NOW, THEREFORE, in mutual consideration of the respective promises and benefits contained herein, the parties agree as follows:

Agreement Effective Date: Upon Signature of Both Parties

Project Completion Date: 10/31/2022

Total PottCoHTF Grant Award: \$20,000.00

**Section 1. Scope of Grant Agreement.**

This Agreement is for grant funds in the amount of \$20,000.00 as approved by the PottCoHTF Board of Directors on March 17, 2021. The Grantee agrees to apply all grant proceeds to the approved tasks, work, services and other obligations as described in the Grantee's Grant Application resulting in the following services:

Total/Approximate Number of Units Serving 0-30% Median Family Income (MFI) or Below: 23

Total/Approximate Number of Units Serving 31-80% MFI or Below: 7

Total/Approximate Number of All Units Served: 30

Total/Approximate Number of Individuals/Households Served: 30

The most current MFI household income limits are attached hereto as Exhibit A and are updated annually by HUD.

**Section 2. Project Description.**

This Project will involve deposit and first month's rent assistance. Detailed descriptions of the specific Project along with allowable costs appear in the Grantee's Grant Application. The Project budget includes the following:

PottCoHTF	\$20,000.00
Grantee	\$ 0.00
Other	\$ 0.00
Total	\$20,000.00

Funding awarded to the Grantee is subject to the following conditions in addition to those expressed in this Agreement:

- a. All rental units occupied by tenants assisted under this agreement shall be registered and compliant with applicable rental codes, if any.
- b. Prior to any payments to landlords, the Grantee shall verify that the rental unit is registered and compliant with applicable local rental housing codes, if any.
- c. All payments qualifying for reimbursement hereunder shall be paid directly by the Grantee to landlords on behalf of the qualified households.
- d. The affordability period of the funding shall be the date of reimbursement.

**Section 3. Grantee Request for Payments.**

Disbursement of grant proceeds for the Project shall be subject to prior receipt by PottCoHTF of a Request for Reimbursement Form, a copy of which is as Exhibit B. Invoices, bids, payment documentation, beneficiary and income documentation corresponding to, supporting and documenting the request must be included with the Request for Reimbursement Form. Payments will be made within thirty (30) days of receipt of the Request for Reimbursement Form and confirmation of compliance with this Agreement.

**Section 4. Allowable Costs.**

The Grantee agrees that total allowable costs are those specified and approved in Section 2 hereof. Project costs other than those shown herein shall be allowed only by prior written approval of the PottCoHTF Board. No expenditures may be made prior to the date of the award letter for the Project unless otherwise approved by the PottCoHTF Board.

**Section 5. Grantee Responsibilities.**

The Grantee agrees to satisfactorily perform the following affirmative requirements until the terms of the Agreement are fulfilled and this Agreement expires:

LHTF Requirements – The Grantee shall comply with the requirements of the LHTF Program and the PottCoHTF Housing Assistance Plan (HAP).

Income Certification - The Grantee agrees to obtain demographic and financial information on assisted households to fulfill the intent of this Agreement and PottCoHTF's mission to develop and preserve affordable housing in Pottawattamie County. Grantee agrees to require and maintain income and asset documentation on all assisted households during the affordability period in accordance with the guidance below. In addition to the Income certification, household information must include at least two sources for household income documentation from the following, as well as household asset documentation:

Household Information - Size, Composition, Students or lease application AND	
Household Income Documentation	Household Asset Documentation
1. Employer Documentation Form;	1. 90 days bank statements
2. Copy of recent tax forms;	2. < \$5,000 Asset form
3. SSI / SSD Award letter;	
4. At least 1 month of paystubs;	
5. Zero income form	

An income-asset certification form is attached as Exhibit C. Grantee is encouraged to utilize this form. PottCoHTF recognizes that Grantee may have other income reporting requirements and PottCoHTF reserves the right to approve alternative income and asset certification forms and procedures. Grantee agrees to examine income/asset documentation to ensure compliance with limitations of respective units and submit such documentation with pay requests. Income/Asset certification must be completed no more than 180 days prior to the associated pay request.

Procurement - PottCoHTF requires that all grant recipients obtain at least two bids from qualified contractors prior to any work being commenced under the terms of this grant agreement. Grantee may

choose to have the work done by either contractor; however, PottCoHTF reserves the right, in its sole discretion, to reimburse only the lesser amount of the two bids. In special circumstances, PottCoHTF may waive this provision upon written request, detailing the circumstances, prior to commencement of the project.

Reporting - The Grantee agrees to submit reports and documents at such times and in such form as required by the PottCoHTF in accordance with the following schedule:

- a. **Grantee Activity Status Report and Semi Annual Financial Report:** Due semi-annually on the fifth day of July for the period ending June 30<sup>th</sup>, the fifth day of January for the period ending December 31<sup>st</sup>, and with each Request for Reimbursement. The original should be submitted to the PottCoHTF on the forms attached as Exhibit D.
- b. **Request for Reimbursement Form:** Due for payment of Project expenses. See Section 3 herein for further details.
- c. **Final Performance Report and Final Funds Report:** Due thirty (30) days following the completion of the Project on the forms attached as Exhibit D. Final report shall include photographs of completed projects.

The PottCoHTF reserves the right to require more frequent submission of reports or to require additional, special reports if PottCoHTF deems necessary. All reports should be submitted to:

Pottawattamie County Housing Trust Fund  
C/O Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102  
402-444-6866 ext 230

Maintenance of Project Property and Insurance - The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted and shall not suffer or commit waste or damage upon the Project property.

Fair Housing - The Grantee agrees to comply with the provisions of Section 16.9 of the Code of Iowa and Sections 216.8 and 216.8A of the Iowa Code and with the provisions of the Fair Housing Act, as amended.

**Section 6. Grantee Security and Performance Standards.**

The Grantee certifies that it will satisfy all conditions of this Agreement. If applicable, the Grantee shall execute in favor of the PottCoHTF all security agreements, financing statements, mortgages, promissory notes, personal and/or corporate guarantees (hereafter, Security Instruments" attached as Exhibit E) as applicable and required by the PottCoHTF. In the event that the Grantee does not satisfactorily comply as required in this Agreement and in accordance with the terms in the Grantee Grant Application, then the funds that are awarded through this Agreement may be disallowed and subject to return to PottCoHTF.

**Section 7. Grantee Accounts and Records.**

The Grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under and in connection with this Project and this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of personnel, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement.

All such accounts and records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for a period of three (3) years beginning with the date upon which the final report under this Agreement is approved. All records shall be retained beyond this three (3) year period if audit findings have not been resolved within that period.

**Section 8. Inspection and Audit of Grantee Records.**

At any time during normal business hours and as frequently as is deemed necessary, the Grantee shall make available to the PottCoHTF for its examination, any and all of its records pertaining to all matters

covered by this Agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records and all other matters covered by this Agreement.

The PottCoHTF may require an independent audit of the Grantee's records be performed, at the Grantee's expense, in order to resolve any questions, claims or discrepancies.

**Section 9. Withholding of Grant Funds.**

The PottCoHTF reserves the right to withhold disbursement of grant funds, or disburse less than the total award, until the conditions of the award letter have been fulfilled and the PottCoHTF has received any or all of the following:

- a. Grantee's satisfactory progress and performance of the Project;
- b. Required permits, licenses or approval actions by governmental agencies;
- c. Invoices, statements or equivalent documents; and
- d. Grantee's satisfactory submission of requisite reports.

**Section 10. Reimbursement of Recovered Payments**

In the event Grantee recovers payment of costs made on any project for which it receives grant proceeds from PottCoHTF, Grantee will remit a portion of the recovered funds to PottCoHTF. The recovered funds shall be split by PottCoHTF and Grantee in the same proportion as each party's funds were used in the Project. The provisions of this section (a) shall apply to funds recovered from payments made at any time after the effective date of the Agreement and (b) shall survive the expiration or earlier termination of the Agreement.

**Section 11. Amendment of this Agreement.**

PottCoHTF or the Grantee may, during the duration of this Agreement, deem it necessary to make alterations to the provisions and conditions of this Agreement. Any changes to this Agreement which are approved in writing by the PottCoHTF and the Grantee shall be incorporated herein. The provisions of such amendment shall be in effect as of the date of such amendment unless otherwise specified within such amendment.

**Section 12. Agreement Coverage.**

This Agreement and any referenced documents contain the entire Agreement between the parties. Any statement inducements or promises not contained herein shall not be binding upon the parties. The Grantee shall not assign this Agreement without prior written authorization from the PottCoHTF. If any of the provisions herein shall be in conflict with the laws of the State of Iowa or shall be declared to be invalid by any court of record in the State of Iowa, such invalidity shall be construed to effect only such portions of the Agreement and the remainder of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of the Agreement were not contained herein.

The Grantee agrees to not materially change the ownership, structure, or control of the Grantee affecting the Project, including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Grantee assets directly associated with the Project. Changes in the Grantee ownership, structure or control which do not materially affect the Project shall require forty-five (45) days prior written notice to the PottCoHTF, but not written consent of the PottCoHTF. The materiality of the change and whether or not the change affects the Project shall be determined by the PottCoHTF.

**Section 13. Representations**

a. This Agreement is considered legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

b. The estimated Project cost is set forth in the Grantee's original application to the Grantor and no part of the proceeds will be used to finance ineligible costs, within the meaning of the rules.

c. There is no litigation or proceeding pending, or to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever the right of the Grantee to execute this Agreement or the other Agreements required to be executed by the Grantee under this Agreement, or the ability of the Grantee to comply with the Grantee's obligations contained herein or therein.

d. The Grantee agrees that the Grantor shall have no responsibility nor incur any expense for maintenance or preservation of the Project or for the payments of any taxes, assessments, or other governmental charges assessed or levied with respect to the Project.

e. The certifications and representations of the Grantee and other information contained in the Application were true and correct as of the date made and are true and correct on the date hereof, except as information in the Application may have been amended with the written approval of the Grantor.

f. There has been no adverse change since the date of the Grantee's Grant Application in the financial condition, organization, operation, business prospects, fixed assets, or key personnel of the Grantee.

g. No payment of any bonus or commission has been made by the Grantee for the purpose of obtaining approval of the Grantee's Grant Application, or has or will be made for the purpose of obtaining approval of applications for additional assistance, or other approval or concurrence of the Grantor required under this Agreement.

h. No officer, member, consultant, or employee of the Grantor and no members of its board, and no other public official of the governing body of the locality in which the Project is located who exercises any functions or responsibilities in the review of approval of the Project has participated in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested or has any personal or financial interest, direct or indirect, in the Agreement or the proceeds of the grant.

#### **Section 14. Events of Default.**

The following events each constitute an Event of Default:

a. Any representation or warranty made by the Grantee under or in connection with this agreement that shall prove to have been incorrect in any material respect when made and shall not be made good within thirty (30) days after notice thereof to the Grantee by the Grantor; or

b. The Grantee shall fail to perform or observe any other term, covenant, or stipulation contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to the Grantee by the Grantor.

#### **Section 15. Remedies of Default.**

Under any occurrence of an Event of Default, the Grantor or its agent may:

a. Make no further disbursements under the Grant, and/or

b. Take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Agreement.

c. By written notice of the Grantee, demand repayment from the Grantee of all or a portion of amounts previously disbursed under the Grant, whereupon such amounts shall become due and payable.

d. Take whatever action at law or in equity may appear necessary or desirable to enforce Grantee's obligation to repay all or a portion of the Grant proceeds and to recover Grant proceeds.

#### **Section 16. Indemnity, Fees and Expenses**

a. Grantee will indemnify and hold harmless the Grantor and its officers and employees from and against any and all losses, by it or them while it or they are acting in good faith to carry out the

transactions contemplated by the Agreement or to safeguard its or their interest or ascertain, determine or carry out its or their obligations under this Agreement, or any law or contract applicable to said transactions.

b. Grantee will, upon demand, pay to the Grantor the amount of any and all reasonable expenses, including the reasonable fees and expenses of its attorneys, including the value of its connections with (i) the exercise or enforcement of any of the rights of the Grantor hereunder, (ii) the failure by the Grantee to perform or observe any the provisions hereof, and (iii) the recovery of any proceeds misappropriated by the Grantee. The Grantee will also pay, upon demand by the Grantor, and other reasonable expenses of the Grantor related to the project or this financing (including reasonable attorney's fees) which are not otherwise expressly required to be paid by the Grantee under the terms of this Agreement.

c. Grantee agrees to pay, as and if applicable, all appraisal fees, survey fees, recording fees, license and permit fees, insurance premiums, taxes, and assessments in connection with the Project.

d. The Grantor and Grantee further agree that they are neither partners nor joint venture's with regard to the matters that are subject to this Agreement.

**Section 17. Severability**

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

**Section 18 Entire Agreement Statement**

This Contract contains the entire Agreement between the Grantor and Grantee for providing assistance. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made part of this Contract per Section 11.

**Section 19. Grantor Recognition**

The Grantee shall insure recognition of the role of the PottCoHTF in providing funding through this agreement. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in customary press releases, signage, publications, and open house events associated with the Project.

**Section 20. Designation of Representatives.**

The President of the Board of Directors of the PottCoHTF is the representative authorized to execute any changes in or to this Agreement. The Grantee's representative authorized to execute or negotiate any changes in or to this Agreement is noted below.

Pottawattamie County Housing Trust Fund (PottCoHTF)

By: \_\_\_\_\_  
Lacey Sampson, President

\_\_\_\_\_  
Date

Pottawattamie County

By: \_\_\_\_\_  
Scott Belt, Board of Supervisors Chairperson

\_\_\_\_\_  
Date

**Exhibit A - Household Income Limits**

**Omaha- Council Bluffs, NE-IA MSA  
FY 2020**

INCOME CATEGORY	HOUSEHOLD SIZE							
	1	2	3	4	5	6	7	8
0-30%	18,300	20,900	23,500	26,500	30,680	35,160	39,640	44,120
31-80%	48,750	55,700	62,650	69,600	75,200	80,750	86,350	91,900

# Exhibit B - Request For Reimbursement Form

## CBHTF Housing Trust Fund (Contract #21-LHTF-09)

### Request for Disbursement

Required Attachments: (1) proof of expense/appropriate invoice(s); (2) cancelled agency/organization check(s); and (3) income verification documentation..

Reimbursement Request #: \_\_\_\_\_

**Requesting Entity:**

Name of Organization: \_\_\_\_\_ Agency Contact #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Project Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Financial Information:**

Total Grant Amount (Contract): \$ -

Amount Previously Requested: \$ -

Current Balance of Grant \$ -

Amount of Current Request \$ -

**Beneficiary Information:**

		0-30%	30-50%	50-80%
# Units to be Assisted (Contract):	0	0	0	0
# Units Previously Assisted:	0	0	0	0
# Units Remaining to be Assisted:	0	0	0	0
# Units Assisted by this Request:	0	0	0	0

**Attachments:**

- (1) Proof of expense/appropriate invoice(s) ..
- (2) Cancelled agency/organization check(s) ..
- (3) Income verification documentation ..

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**PottCoHTF Office Use Only:**

IFA Grant Funds: \_\_\_\_\_

PottCoHTF Funds: \_\_\_\_\_

Total Funds Disbursed: \_\_\_\_\_

Approved/Date: \_\_\_\_\_



## Exhibit C - Income & Asset Verification Form

Grantee & Address: \_\_\_\_\_  
 PottCoHTF Contract Number: \_\_\_\_\_ Name of Grantee Reviewer: \_\_\_\_\_

### Part I – Recipient Data

Address of Household Assisted: \_\_\_\_\_, Council Bluffs, Iowa \_\_\_\_\_

Household Type	Rent	Assessed Value/Purchase Price
Homeowner/Homebuyer		
Tenant		

### Part II – Household Composition

Name of Household Member	Relationship	Age	Sex	Race	Ethnicity	Marital Status	Disabled	F/T Student
1.	<b>HOH</b>							
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Number of Persons in Household:  

Relationship: **HOH**-Head of Household; **A**-Adult co-occupant; **O**-Other family member; **C**-Child; **F**-Foster child; **L**-Live in caretaker  
Race: **A**-Asian; **B**-Black/African American; **C**-Caucasian; **N**-Native American; **O**-Other  
Ethnicity: **H**-Hispanic or Latino; **N**-Not Hispanic or Latino

### Anticipated

Name of Household Member	Employment Wages	Benefits/Pensions	Public Assistance (Type & Amt.)	Other Income
<b>Subtotals</b>				
<b>Total Income</b>				\$

### Part IV – Income from Assets

Name of Asset Holder	Type of Asset	Cash Value of Asset*	Annual Income from Asset
<b>Subtotals</b>			
<b>Total Asset Income</b>			\$

\* In case value of assets is greater than \$5,000, multiply by .6% (Passbook Rate) and enter results.

Total Annual Income from ALL Sources \$



The information on this form will be used to determine income eligibility. I/we have provided for each person(s) set forth in Part II and III acceptable verification of household size and anticipated income. Under penalties of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge and belief.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Part VI – Determination of Income Eligibility**

(To be completed by Grantee / PottCoHTF)

Number of Persons in Household for Part II: \_\_\_\_\_

Total Annual Income from All Sources: \_\_\_\_\_

Does income verification support stated household income? Yes\_\_ No\_\_

Household meets income limit at (check one):

<0-30%  <31-50%  <51-80%  >80%

Other Notes/Comments: \_\_\_\_\_

Grantee Signature \_\_\_\_\_ Date \_\_\_\_\_

PottCoHTF Signature \_\_\_\_\_ Date \_\_\_\_\_

**Part VII – Required Attachments**

- At least two (2) checking/savings account statements for no older than six (6) months
- At least two (2) payroll stubs
- Pension/Retirement plan documentation
- Social Security Income Statement
- Social Security Disability Income Statement
- Other information as relevant

# Exhibit D - Grantee Activity Status & Semi Annual Financial Reports



**State Housing Trust Fund  
Exhibit C - Grantee Activity Status Report**

**Grantee Name:** \_\_\_\_\_  
**Agreement Number:** \_\_\_\_\_  
**Agreement Expiration Date:** \_\_\_\_\_

*This report must be submitted to IFA within 15 calendar days after the end of the reporting period.*  
**Reporting period end date:** \_\_\_\_\_ (report as of June 30 or December 31 of current year)  
**Final Report?** \_\_\_\_\_ (yes or no)

*Provide all requested information as of the reporting period end date as a **cumulative total** under this grant agreement ( not solely data for this six-month reporting period).*

**Total Households or Housing Units Assisted as of Reporting Period End Date**

Report the cumulative total Number of households or housing units assisted and the Amount of assistance provided.

**Reporting by Income**

Category	Number	\$ Amount	
Extremely Low-Income - Assisted with Grants			at or below 30% AMI
Extremely Low-Income - Assisted with Loans			at or below 30% AMI
Extremely Low-Income - Assisted with a combination of Grants & Loans			at or below 30% AMI
Low-Income - Assisted with Grants			between 30% and 80% AMI
Low-Income - Assisted with Loans			between 30% and 80% AMI
Low-Income - Assisted with a combination of Grants & Loans			between 30% and 80% AMI
Moderate-Income or Above - Assisted with Grants			above 80% AMI and assisted only with Local Match funding
Moderate-Income or Above - Assisted with Loans			
Moderate-Income or Above - Assisted with a combination of Grants & Loans			
<b>Total</b>	<b>0</b>	<b>\$0</b>	totals should equal cells C41 / C54 and D41 / D54

**Reporting by Project Type**

Category	Number	\$ Amount	
Homebuyer / Homeowner Units Assisted			includes owner-occupied rehabilitation
Rental Units Assisted			includes permanent and transitional
Housing for the Homeless Units Assisted			includes emergency shelter
<b>Total - Affordable Housing Units</b>	<b>0</b>	<b>\$0</b>	totals should equal cells C34 / C54 and D34 / D54
Capacity Building Awards	0		awards to affordable housing agencies
Administration	N/A		LHTF Program administration
Other	0		if other, explanation must be provided
<i>If other, explain activities assisted:</i> _____			attach additional explanation if needed
<b>Total - Capacity Building &amp; Administration</b>	<b>0</b>	<b>\$0</b>	

**Reporting by Activity Type**

Category	Number	\$ Amount	
Housing Development Activities			created new affordable housing
Housing Preservation Activities			preserved existing affordable housing
<b>Total - Housing Development &amp; Preservation</b>	<b>0</b>	<b>\$0</b>	totals should equal cells C34 / C41 and D34 / D41

**Counties where Households / Housing Units have been Assisted**

County	Number of Households / Housing Units	SHTF Amount Expended	Local Match Amount Expended
County			
County			
County			
County			
County			
County			
County			
County			
County			
County			
County			
<b>TOTAL:</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Assessment of progress to date**

**Activities planned for upcoming semi-annual reporting period**

**Additional comments, if applicable, including need for corrective action or amendment request**

**Report prepared by:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Jason Slack/Director, Buildings & Grounds**

**Discussion and/or decision to:  
CRC 053 – Exhaust Fan-1 Conflict**



## General Contractor's Cost Summary

PROJECT: Pottawattamie County, Iowa - Courthouse Renovation PROJECT NUMBER: 107419J  
 CONTRACTOR: Ronco Construction DATE: 3/24/2021

Contractor's Request for Change (CRC) # and Description: CRC 53 - Exhaust Fan EF-1

Reference: ASI # and Description

RFI # and Description

RFI 119 - EF-1 Conflict Information

Approved

Declined

OWNER

Date

Approved

Declined

Kimberly A. Bogatz, AIA

March 30, 2021

Date

**NOTE:** This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

### General Contractor Self Performed Work

1. Material supplied by General Contractor.....
2. General Contractor's Labor.....
3. Equipment .....
4. Subtotal (lines 1, 2 and 3).....
5. Overhead and Profit (15% of line 4).....
6. **Total of General Contractor Self Performed Work**.....

### Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

7. Subcontractor's cost summary (include but are not limited to the following:):
  - a. Mason .....
  - b. Drywaller .....
  - c. Roofer .....
  - d. Flooring .....
  - e. Painter .....
  - f. Plumber .....
  - g. HVAC .....
  - h. Electrician ..... 1,218.00
  - i. Other .....
  - j. Other .....
  - k. Other .....
  - l. Other .....
  - m. Other .....
8. **Total Subcontractor's Cost (all lines under 7)**..... **\$1,218.00**
9. General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8) ..... \$60.90
10. **Total of Subcontractor Installation/Work on Site (lines 8 and 9)**..... **\$1,278.90**

CONTRACTOR'S COST SUMMARY

CRC # \_\_\_\_\_

Project Name: Pottawattamie County, Iowa - Courthouse Renovation

Date: \_\_\_\_\_

Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
  - a. Structural Steel.....
  - b. Interior Architectural Woodwork.....
  - c. Doors.....
  - d. Windows.....
  - e. Hardware.....
  - f. Other \_\_\_\_\_
  - g. Other \_\_\_\_\_
  - h. Other \_\_\_\_\_
  - i. Other \_\_\_\_\_
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12) .....
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier** .....
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment .....
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

<b>21.</b>	<b>Subtotal (lines 6, 10, 14, and 20)</b>	<b>\$1,278.90</b>
<b>22.</b>	<b>Bond at <u>    \$12.79    </u> and Insurance at <u>    \$12.79    </u></b>	<b>\$25.58</b>
<b>23.</b>	<b>Total Contractors Request for Change (CRC) (lines 21 and 22)</b>	<b>\$1,304.48</b>



March 24, 2021  
Ronco Construction  
1717 N 74<sup>th</sup> St.  
Omaha, NE 68134  
Attention: Nate Bledsoe  
RE: Exhaust Fan 1 (Pottawattamie Co. Courthouse.)

Sir,

Please find enclosed our proposal for the above mentioned project.

This Proposal includes the following:

- 1: Furnish and Install 1- 20 amp 208 volt 3 Phase circuit to EF-1  
Thru VFD (supplied and installed by others) next to panel N2BLA.

Please Note: This proposal EXCLUDES the following:

- 1: Any work not listed above.
- 2: Sales Tax.

Proposal Price: \$1,218.00  
(One Thousand Two Hundred Eighteen Dollars.)

Please call if you have any questions concerning this proposal.  
As always thank you for allowing ABC to quote your electrical projects.  
Thank you,

Jeff Mohr, Estimator

# Estimate Report

Estimate: EF-1

03/24/21 9:23:32 AM

Estimated by: Jeff Mohr

File: EF-1.bhs

Page 2

Worksheet Location: Sheet1(Sheet 1)

DB #	Ph. Description	Quantity	Mat. Cost U	Tot. Mat.	Lab. Hrs. U	Tot. Hrs.
	0 ADD 20A 208V 3* CKT FOR EF-1					
	0 WAS SHOWN AS 120V SINGLE PHASE					
	0 NEED TO USE 120V FOR DAMPER CIRCUIT					
	0 FEED FROM PANEL N2BLA					
I 6906	7 PCB-20A 3P BOLT-ON BKR.	1.00	352.80 E	352.80	0.79 E	0.79
I 1844	1 EM-3/4 EMT-CONDUIT	60.00	123.31 C	73.99	5.63 C	3.38
I 1864	1 EM-3/4 EMT-90-ELLS	2.00	8.93 E	17.86	0.15 E	0.30
I 1922	1 EM-3/4 COMP COUP C	5.00	161.74 C	8.09	0.00 C	0.00
I 1942	1 EM-3/4 COMP CONN C	4.00	141.80 C	5.67	12.50 C	0.50
I 3868	1 HA-3/4 MINERALLAC	12.00	55.65 C	6.68	7.50 C	0.90
I 5540	1 OT-4SQ 2 1/8D COM KO	1.00	1.52 E	1.52	0.24 E	0.24
I 5618	1 OT-4SQ COVER BLANK 1/2KO	1.00	89.18 C	0.89	0.07 E	0.07
I 3680	20 GD-GROUND SCREW/TAIL	1.00	0.90 E	0.90	6.25 C	0.06
I 8188	3 WC-THHN-STRA #12	320.00	192.41 M	61.57	6.56 M	2.10
I 6154	1 SE-3/4 SEALTITE-EF	6.00	171.09 C	10.27	2.19 C	0.13
I 6202	1 SE-3/4 90 CONN	1.00	1223.51 C	12.24	15.00 C	0.15
I 6186	1 SE-3/4 ST CONN	1.00	719.86 C	7.20	12.50 C	0.13

Regular Worksheet Page

Page Multiplier = 1

Material Multiplier = 1

Labor Multiplier = 1

Phase = 0 : Phase Multiplier = 1

Page is Active.

Raw Material Total = \$559.66

Raw Labor Hours = 8.74 Hours

# Estimate Report

Estimate: EF-1

03/24/21 9:23:32 AM

Estimated by: Jeff Mohr

File: EF-1.bhs

Page 1

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Summary Page

Raw Material Cost		\$559.66	
Material Tax	0.0000%	\$0.00	
Material Markup	0.0000%	\$0.00	
Material Total			\$559.66
Labor Cost		\$600.26	
Labor Tax	0.0000%	\$0.00	
Labor Markup	0.0000%	\$0.00	
Labor Total			\$600.26
Job Expense			\$0.00
Job Cost			\$1,159.92
Overhead:	0.0000%	\$0.00	
SubTotal1:			\$1,159.92
Profit:	5.0000%	\$58.00	
SubTotal2:			\$1,217.92

---

Markup Category	Percent	Dollars	Lck
Special Insurance	0.00	\$0.00	N
Performance Bond	0.00	\$0.00	N
Taxes	0.00	\$0.00	N
Adjustments	0.00	\$0.00	N
Summary Markups Total:		\$0.00	
Quotes/Subcontract Total		\$0.00	

---

Active Linked Estimates

---

Estimate Total:	\$1,217.92
Figure Used:	\$1,218.00

---

Labor/Material Ratio = 52: 48  
Square Footage Calculations Not Performed

---



Ronco Construction Company Inc.  
1717 N 74th Street  
Omaha, Nebraska 68114-1805  
Phone: (402) 397-9109  
Fax: (402) 397-8799

Project: 8204 - Pottawattamie Courthouse  
227 S 6th St  
Council Bluffs, Iowa 51503

### EF-1 Conflict Information

<b>TO:</b>	Sheryl Renfeld (HGM Associates) Ryan TerSteeg (HGM Associates) Kimberly Bogatz (HGM Associates)	<b>FROM:</b>	Jimmy Esola (Ronco Construction Company) 1717 N 74th Street Omaha, Nebraska 68114-1805
<b>DATE INITIATED:</b>	03/24/2021	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	03/29/2021
<b>PROJECT STAGE:</b>		<b>COST CODE:</b>	
<b>COST IMPACT:</b>		<b>SCHEDULE IMPACT:</b>	
<b>DRAWING NUMBER:</b>		<b>SPEC SECTION:</b>	
<b>LINKED DRAWINGS:</b>		<b>REFERENCE:</b>	
<b>RECEIVED FROM:</b>	Jeff Mohr (ABC Electric)		
<b>COPIES TO:</b>	Nate Bledsoe (Ronco Construction Company), Kimberly Bogatz (HGM Associates), Adam Crnkovich (Ray Martin Mechanical), Darrell Darling (Ronco Construction Company), Jimmy Esola (Ronco Construction Company), Jeff Mohr (ABC Electric), Sheryl Renfeld (HGM Associates), Jason Slack (Pottawattamie County), Ryan TerSteeg (HGM Associates)		

**Question from Jimmy Esola (Ronco Construction Company) at 02:06 PM on 03/24/2021**

Per the electrical schedule on E6.1, EF-1 is a 120 volt 1 phase fan. On the mechanical schedule, EF-1 is called out to be Greenheck CUE-141-A which is a 208 volt 3 phase fan. Ronco is looking to confirm EF-1 is supposed to be Greenheck CUE-141-A.

Awaiting an Official Response

**All Replies:**

Greenheck CUE-141-A is correct for EF-1.

BY Shane Hoss

DATE 3-20-21

COPIES TO \_\_\_\_\_

**Jason Slack/Director, Buildings & Grounds**

**Update/discussion on cancelled change  
orders pertaining to Courthouse  
Renovation Project**

**Jason Slack/Director, Buildings & Grounds**

**Update/discussion on Services Building  
Demolition Plan**

**Other Business**

**Grant Agreement with Iowa West  
Foundation for the purpose of providing  
grant funding for the 2021 CITIES Program  
Re-Capitalization program**





IOWA WEST  
FOUNDATION

February 24, 2021

Mr. Tim Wichman  
Chairman  
Pottawattamie County Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51503

FILED FOR RECORD  
POTTAWATTAMIE CO. IA  
2021 MAR -1 PM 3:02  
BOARD OF SUPERVISORS  
OFFICE

Dear Mr. Wichman,

The Directors of Iowa West Foundation take great pleasure in announcing a grant award to your organization from our **Cycle 1 2021** funding period.

The official announcement of your award will be in a media release appearing in the next two weeks in the local news. We ask, however, that you refrain from making your grant award public before our initial announcement is published in the Council Bluffs *Daily Nonpareil* and on its website. The Foundation encourages collaborative communications, in particular, to assist you in meeting your organization's mission (see the enclosure for details).

Enclosed is the Iowa West Foundation Grant Award Letter of Agreement detailing the amount, conditions, and uses of the award. After making a copy, please sign and return page one of the enclosed original grant award agreement to the foundation office prior to **March 30, 2021**.

A primary objective of the Iowa West Foundation is to improve the lives of people in our area. Through our grant making and initiative program, we have the distinction of working with outstanding charitable and civic organizations in over 100 communities. We are honored to support you as you serve your community.

Should you have questions regarding grants administration, please contact Pam Bierce, Grants Assistant, at (712) 309-3000, or by e-mail at [grantinfo@iowawestfoundation.org](mailto:grantinfo@iowawestfoundation.org).

Sincerely,

Brenda Mainwaring  
President & CEO

Enclosures  
cc: Grant Anderson



# GRANT AWARD LETTER OF AGREEMENT

Grant No.: C1 2020 #15
Organization: Pottawattamie County Board of Supervisors

This Grant Agreement ("Agreement") is made between the **Iowa West Foundation** ("Foundation") and **Pottawattamie County Board of Supervisors** ("Grantee") for the purpose of providing grant funding for the **2021 CITIES Program Re-Capitalization** program.

The Iowa West Foundation is a private, charitable foundation serving Southwest Iowa and Eastern Nebraska. Its mission is to improve lives and strengthen communities for current and future generations to achieve our vision of a community where families choose to live and businesses choose to locate because of the quality of life and the standard of living. In furtherance of this mission, the Iowa West Foundation's Board of Directors, during its **Cycle 1 2021** Grants Review Committee meeting approved funding in the amount of **\$196,103.00** for the Grantee to:

*Re-capitalize the CITIES program for 2021 in order to complete three projects. MAPA will be the administrative entity of these projects and will receive up to \$2,500.00 per project for a total of \$7,500.00.*

*Awards are made to the following cities:*

- The City of Neola will be granted up to \$50,000 to upgrade large portions of their water utility infrastructure distribution system.*
- The City of Oakland will be granted up to \$54,328 for the demolition of the S.S. Rust / Oakland Hotel building at the corner of Oakland Avenue and North Main.*
- The City of Underwood will be granted up to \$84,275 to add to the existing sewer system for the extension of the Field Crest housing subdivision.*

## Award Information

<b>Title</b>	2021 CITIES Program Re-Capitalization
<b>Award %</b>	Not to exceed: <ul style="list-style-type: none"><li>1.4% for the City of Neola project</li><li>33% for the City of Oakland project</li><li>50% for the City of Underwood project</li></ul> There is no match requirement for the MAPA fee.
<b>Expiration Date</b>	April 30, 2022
<b>Foundation Contact Person</b>	Tim Galligan, (712)-309-3006, <a href="mailto:TGalligan@iowawestfoundation.org">TGalligan@iowawestfoundation.org</a>
<b>Special Award Conditions</b>	N/A
<b>Data Collection &amp; Reporting Expectation's</b>	The following metrics were developed during the review of the grantee's application. Progress and final reports should include:  <b>Milestones / Deliverables</b> <ul style="list-style-type: none"><li>The City of Neola shall provide a report from the engineer of record verifying the work completed, at the completion of the project, as compared to the original scope of the application.</li></ul>

	<ul style="list-style-type: none"><li>• The City of Oakland shall provide before and after pictures of the demolished building.</li><li>• The City of Underwood shall provide a report from the engineer of record verifying the work completed, at the completion of the project, as compared to the original scope of the application.</li></ul>
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**Terms and Conditions**

Please additionally review the terms and conditions sheet included with this letter. It is incorporated as a critical piece of the Agreement. Grantee's deposit, negotiation, or endorsement of the first disbursement check will constitute its agreement to the terms and conditions set forth above and in any attachments. For the Iowa West Foundation's files, please have the enclosed copy of this Agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to the Foundation by **March 30, 2021**. Do not forget to retain a copy for your files.

**Please sign and return this signature page**

Date \_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_

Title of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_



## Terms and Conditions

1. **Eligible Organization:** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), or, a school district applying through the local area education agency, or another governmental entity. Additionally, Grantee shall inform the Iowa West Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
2. **Eligible Activities:** This grant may be used only for Grantee's charitable and educational activities.
3. **Misuse of Funds:** Grant funds may not be used for activities or purposes prohibited in the Grant Eligibility and Restrictions section of the Iowa West Foundation Policies and Procedures ([www.iowawestfoundation.org/grantmaking](http://www.iowawestfoundation.org/grantmaking)), such as discriminating against any individual or group, based on race, religious beliefs, or ethnic or national origin. Nor may funds be used for any activity or purpose prohibited by the Internal Revenue Code (such as inurement/private benefit) or other state/federal law.
4. **Purpose and Use of Funds:** The Grantee agrees that all funding disbursed under this Grant Agreement shall be used exclusively towards the attainment of the proposed Grant Activity Description as described in Grantee's grant request submitted to Foundation, which is incorporated by reference and an integral part of this Agreement letter, and subject to any Special Award Conditions described on the cover page. Furthermore, if at any time the Grantee should determine that achievement of the stated objectives is no longer feasible, for any reason, the Grantee agrees to notify the Foundation in writing immediately to initiate discussion on steps to be taken.

Grantee accepts responsibility for complying with this Agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Iowa West Foundation will request that Grantee return any unexpended grant funds remaining at the end of the project period.

5. **Leveraging Funds:** The funding granted through this Agreement is based on a percentage of the expected project cost, per the Grantee's application. If the project or program decreases in size and scope post award, the Grantee must ensure that the Foundation-funded portion does not exceed the proportion listed in this section, without prior Foundation approval.
6. **Incorporation of Grant Request:** The grant request proposal submitted by the Grantee to the Foundation is hereby agreed to be an integral part of the Agreement. It is expected that the Grantee will complete the work identified in their application, as restricted by the "special award considerations." Any change to the scope should be discussed with the appropriate foundation contact person.
7. **Term of Agreement:** This Agreement is effective during the time period specified under the Term of Agreement, unless terminated earlier in accordance with this Agreement. It is agreed that all activities financed with Foundation funds (including for the purposes of calculating the grantee match) will be completed within the period of the grant unless Iowa West Foundation provides



approval of extension in writing. A request-to-extend the contract expiration date must be received in writing 60-days prior to the contract expiration date.

8. **Termination:** The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant, the content of any required written report, if grant performance standards are not met, or if Grantee spends grant proceeds for purposes other than those approved by the Foundation. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds. The Grantee also agrees to repay any funds that the Foundation determines to be misspent pursuant to the terms of this letter. Further, the Foundation may terminate grant disbursements during the grant period if grant performance standards (activities and outputs) are unmet.
9. **Modification:** The Foundation may amend the grant Agreement from time to time. Modifications may be initiated by the Foundation or at the request of the Grantee. In either event, the final approval of the modification shall be issued in-writing by the Foundation.
10. **Ownership of Intellectual Property:** All reports generated and data collected during this grant shall be considered the joint property of the Grantee and Foundation. This provision extends to third party evaluations conducted for the purposes of the grant and/or as may be required in this Agreement.
11. **Performance Management:** The Foundation will use a variety of mechanisms to stay abreast of the Grantee's performance under the grant, and of general progress toward attainment of the grant objectives. These may include:
  - a. Feedback from key partners
  - b. Site visits by Foundation personnel
  - c. Meetings to review and assess periodic work plans and progress reports
  - d. Impact Reports

During the grant period, Grantee agrees to permit The Foundation or its designated agent to inspect Grantee's premises, facilities or the project where the grant is utilized. Grantee shall maintain records of receipts and expenditures involving the award and to make all related books and records available to the Foundation upon request.

12. **Financial / Progress Reporting:** The Grantee agrees to submit required financial and progress report ("Impact Report") to the Foundation. Grantee will be advised if an *interim Impact Report* is also required. The final *Impact Report* on use of funds and grant outcomes is due no later than 30 days after the contract expiration date, and may be submitted early if the grant outcomes are achieved prior to the due date. The section Data Collection & Reporting Expectation's identifies which metrics are required for the final and interim progress reports. A web-link to an online *Impact Report* will be made available to grantee by Pam Bierce, Grants Assistant, who is available to assist at (712) 309-3000 and at [grantinfo@iowawestfoundation.org](mailto:grantinfo@iowawestfoundation.org).
13. **Communication:** The Grantee agrees to abide by the Foundation Communications Policy, attached to this Agreement, and to acknowledge the award publicly in Grantee's customary fashion, and to copy the Foundation on all announcements. For any questions, contact Director of Communications Nicole Lindquist at (712) 309-3004, or [nlindquist@iowawestfoundation.org](mailto:nlindquist@iowawestfoundation.org).

14. **Staff Contact:** The primary Foundation staff contact(s) for this Agreement is indicated on the cover page. Please reference your grant number in your communications with the Foundation.





## Communications

Congratulations on receiving a grant from the Iowa West Foundation!

We know you're probably excited to share the good news with your leadership, staff, stakeholders, and hopefully even your fans and followers on social media among others. We're excited for you to spread the word as well, and are happy to help assist you in that process. To ensure an effective communications strategy, we ask that you work in partnership with Iowa West Foundation.

Feel free to contact Director of Communications, Nicole Lindquist, for assistance with:

- Access and usage of the Iowa West Foundation logo
- Approval of press/media releases
- Quotes from our President/CEO Pete Tulipana
- Boilerplate language about the Iowa West Foundation
- Traditional media contact information
- Other communications-related questions

In addition, we want to celebrate your success and the impact of your grant with you. Please keep both our director of communications and your due diligence contact abreast of important milestones including but not limited to:

- Groundbreakings
- Ribbon Cuttings
- Grand Openings
- Other significant media opportunities

Any online communication about the project that recognizes funding sources - websites, blogs, etc. should acknowledge the Iowa West Foundation and ideally include a link to our homepage: [www.iowawestfoundation.org](http://www.iowawestfoundation.org)

Also, please be sure to tag our accounts accordingly on social media.

Facebook: [www.facebook.com/IowaWestFoundation](http://www.facebook.com/IowaWestFoundation)

Twitter: @IowaWestFdn

Instagram: @iowawestfoundation

If we don't "like" or follow you already, this will remind us to do so. Then we can share, retweet and repost updates in relation to your grant project throughout the year.

Congratulations, again! We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Lindquist", with a large, stylized flourish at the end.

Nicole Lindquist

Director of Communications

[nlindquist@iowawestfoundation.org](mailto:nlindquist@iowawestfoundation.org)

w: 712-309-3004 c: 402-981-2289

# Guidelines for Disbursements

IOWA WEST FOUNDATION

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Congratulations on receiving a grant from the Iowa West Foundation. This document will help you to understand the basics about how you will receive disbursements relating to your grant. Please be aware – these guidelines are general and represent the typical grant. Your grant may be different. Your grant letter of agreement is the definitive source for any requirements or restrictions that would make your grant unique.

## Disbursement Amounts

Upon receipt of all the signed grant letters of agreement the Iowa West Foundation Grants team prepares initial disbursements based on the following schedule. You can expect to receive the checks within 30 days of the due date for you to return your signed agreement.

- **For grants of \$25,000 or less**  
100 percent of the grant will be disbursed initially.
- **For grants greater than \$25,000 up to \$100,000**  
75 percent of the grant will be disbursed initially. The Foundation will disburse the remaining 25 percent upon receipt and approval of a final impact report.
- **For grants over \$100,000**  
50 percent of the grant will be disbursed initially. Another 30 percent of the grant will be disbursed upon receipt and approval of an interim impact report. The remaining 20 percent will be disbursed upon receipt and approval of Grantee's concluding narrative and financial report.

## Disbursement Process

With the exception of the initial disbursement, all other disbursements are triggered through the completion of an impact report. You will receive a link to the impact report following the award of grant. The impact reports will have a due date that is typically one year after the grant award. If you do not have the e-mail with the link, you can still access the impact report by logging-in to our online grants system – Cybergrants. You can access CyberGrants by clicking the Complete a Report button on our website.

Impact Reports have a narrative section for you to provide information on the progression of your project or program. Additionally, there are financial reconciliation forms that you are asked to complete in order to start a disbursement. The primary form is the disbursement request form. As back-up you are asked to provide a copy of the proposal budget you submitted when applying for the grant that has been updated to include your actuals to-date.

If you should have any questions please direct questions to our Grants Assistant by e-mail at [grantinfo@iowawest.com](mailto:grantinfo@iowawest.com), or by telephone at (712) 309-3000.



**Purchase Order – Lease, Government Product  
Lease Agreement, and Why Wait Program  
Agreement with Quadiant Inc. for a term of  
five years for an upgraded postage machine  
and folding machine.**

## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the “Lease”), the words “You” and “Your” mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form (“Order Form”). “We,” “Us” and “Our” mean the lessor, Quadient Leasing USA, Inc. “Supplier” refers to either Quadient, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the “Products”) upon the terms stated herein. The term “Software” means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form (“Lease Payment”) in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

**3. Initial Term; Renewal.**

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form (“Initial Term”). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a “Renewal Period”). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form (“Initial Term”). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form.

You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form (“Installation Address”) or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier’s Warranties and Notice of Reused Components.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. GUIDED BY QUADIENT, INC.’S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY MAINTENANCE, SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease,



including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment.** YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice.** All notices, requests and other communications to Us shall be in writing and sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. LTOP Leases.** If this Lease is a lease to purchase, as indicated



by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an “as is, where is” basis.

## **24. Termination.**

### **24.1 Non-Appropriation.**

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at any time and for any reason or for no reason (“Termination for Convenience”); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Quadiant’s Postage Meter Rental Agreement shall govern your rental of such postage meter.

## **POSTAGE METER RENTAL AGREEMENT**

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with Quadiant Leasing USA, Inc. (the “Lease”); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement (“Rental Agreement”) shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that “We,” “Us,” and “Our,” refers to Quadiant, Inc., and any reference to “Products” shall refer to the Postage Meter. Sections 11 through 21, 24 and 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the “Lease” refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service (“USPS”) regulations, the postage meter(s) identified on the Order Form (the “Postage Meter”) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, Quadiant Leasing USA Inc., and Quadiant Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity.



Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

#### 7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").
- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

#### 8. United States Postal Service Acknowledgement of Deposit Requirement.

By signing this Postage Meter Rental Agreement, You

acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

#### 9. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

## POSTAGE FUNDING ACCOUNT AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease") and a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc. Sections 14 through 20 of the Lease are hereby





incorporated into this Account Agreement except that any reference in those sections to the “Lease” refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name (“Account”) for funding the purchase of postage from the United State Postal Service (“USPS”) for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient, Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an “Authorized User”) uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Quadient, Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the “Account Limit”). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney’s fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., Quadient Leasing USA, Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the



address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## MAINTENANCE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with Quadiant USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Quadiant, Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

**2. Quadiant's Terms and Conditions for Maintenance Services.** If the Order Form indicates that You have purchased maintenance services, then Quadiant, Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Quadiant, Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at [www.quadiant.com/usa-maintenance-program-terms](http://www.quadiant.com/usa-maintenance-program-terms). You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with Quadiant Leasing USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Quadiant, Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available

such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.quadiant.com/software-terms](http://www.quadiant.com/software-terms) and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Quadiant, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadiant Leasing USA, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

**Customer**

<b>Organization</b>	Pottawattamie County Board of Supervisors		
<b>DBA</b>			
<b>Address</b>	227 South 6th St.		
<b>City State Zip</b>	Council Bluffs	IA	51501
<b>Phone</b>	(712) 328-5644	<b>Fax</b>	

**Purchase Order - Lease**

NASPO/ValuePoint Contract #: ADSP0 16-169901  
 and / or  
 State Participating Addendum (PA) #:  
 ADSP016-169901 (IA)

**Vendor**

<b>Company Name</b>	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
<b>Attention</b>	Government Sales	DUNS# 150836872	
<b>Address</b>	478 Wheelers Farms Rd		
<b>City State Zip</b>	Milford	CT	06461
<b>Phone</b>	(866) 448-0045	<b>Fax</b>	(203) 301-2600

**Ship To**

<b>Organization</b>	Pottawattamie County Board of Supervisors		
<b>Attention</b>	Andrew Moats		
<b>Address</b>	227 South 6th St.		
<b>City State Zip</b>	Council Bluffs	IA	51501
<b>Phone</b>	(712) 328-5644	<b>Email</b>	andrew.moats@pottcounty-ia-gov

<b>P.O. Number</b>	<b>P.O. Date</b>	<b>Requisitioner</b>	<b>Shipped Via</b>	<b>F.O.B. Point</b>	<b>Terms</b>
			Ground	Destination	Quarterly Invoicing

<b>QTY</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
60	Months	Lease Payment	\$592.17	\$35,530.20

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

**Products**

<b>QTY</b>	<b>Product ID</b>	<b>Description</b>
1	IX7PRO	iX-7PRO Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXPWRSTACKER	Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)
1	IXWP30	IX Series 30 lb Weighing Platform
1	PF80	PF-80 Automatic Document Folder plus Daily Mail Feeder
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:  
 Quadient Leasing USA Inc.  
 Dept 3682  
 PO Box 123682  
 Dallas TX 75312-3682
- Send all correspondence to;  
 Quadient Leasing USA Inc.  
 478 Wheelers Farms Rd  
 Milford CT 06461

\_\_\_\_\_  
 Authorized by Date

\_\_\_\_\_  
 Print Name Title





**Government Product Lease Agreement  
with Postage Meter Rental Agreement**

**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
<b>2180</b>	<b>Quadient Central</b>	<b>(800) 934-2257</b>	<b>03/30/2021</b>

**Section (B) Billing Information**

Company Name	<b>Pottawattamie County Board of Supervisors</b>		
DBA			
Billing Address	<b>227 South 6th St.</b>		
City State Zip+4	<b>Council Bluffs</b>	<b>IA</b>	<b>51501</b>
Contact Name	<b>Andrew Moats</b>	Phone	<b>(712) 328-5644</b>
Contact Title	<b>Executive Assistant</b>	Fax	
Email Address	<b>andrew.moats@pottcounty-ia-gov</b>	PO #	

**Section (C) Installation Information** (if different from billing information)

Company Name	<b>Pottawattamie County Board of Supervisors</b>		
Installation Address	<b>227 South 6th St.</b>		
City State Zip+4	<b>Council Bluffs</b>	<b>IA</b>	<b>51501</b>
Contact Name	<b>Andrew Moats</b>	Phone	<b>(712) 328-5644</b>
Contact Title	<b>Executive Assistant</b>	Fax	
Email Address	<b>andrew.moats@pottcounty-ia-gov</b>		
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX7PRO	iX-7PRO Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXPWRSTACKER	Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)
1	IXWP30	IX Series 30 lb Weighing Platform
1	PF80	PF-80 Automatic Document Folder plus Daily Mail Feeder
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

**Section (E) Lease Payment Information & Lease Payment Schedule**

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>	<b>Number of Months</b>		<b>Monthly Payment (Plus applicable taxes)</b>
	First	60	\$592.17
	Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually		
Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears			Current Lease Number: <b>N16051519</b> <input type="checkbox"/> ACH (Customer to submit authorization form)

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	<b>IX7PROAI</b>	Machine Model	<b>IX7PRO</b>
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	
Agency Code		Sub Agency Code	
		Existing Account Number: <b>8027638</b>	

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input checked="" type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance - Standard
<input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here \_\_\_\_\_.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V9-2020), which are also available at [www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V9-2020](http://www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V9-2020), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

\*\*\*\*\* SEE PURCHASE ORDER \*\*\*\*\*

Authorized Signature	_____	Print Name and Title	_____	Date Accepted	_____
Accepted by Quadient Inc. and its Affiliates	_____			Date Accepted	_____



## Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N16051519 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: Pottawattamie County Board of Supervisors

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: Quadient Leasing USA Inc.

Signature : \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Jana Lemrick/Director, HR**

**Discussion and/or decision to approve: Job  
Description for Epidemiologist**



**DIVISION OF PUBLIC HEALTH**  
**Epidemiologist**  
Pottawattamie County, Iowa  
Office of Planning and Development

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**GRADE:** 523

**BARGAINING UNIT:** Non-Union

**FSLA STATUS:** Non-Exempt

**REPORTS TO:**

Public Health Administrator

Director of the Office of Planning and Development (Planning Director)

**SUPERVISES:**

None

**PURPOSE OF POSITION:**

Responsible for carrying out a range of investigative and analytical activities related to the surveillance, detection, and prevention of diseases and injuries across all divisions. Provide timely, reliable and actionable data to the community and Public Health Division with clear metrics to guide, focus, and assess the impact of prevention initiatives.

**ESSENTIAL FUNCTIONS:**

*This description does not include all job duties which may be required and it does not limit the assignment of any additional tasks in this classification. Regular attendance at work report location according to the position's management approved work schedule is essential to this position.*

- Collect and analyze primary and secondary data for the Pottawattamie County Community Health Needs Assessment.
- Develop and recommended evidence-based interventions and control measures in response to research findings with appropriate cultureal/social/political framework.
- Use public health surveillance methods to determine health needs of the community.
- Identify trends in health problems, environmental public health hazards, and social and economic health factors including acute and chronic conditions that affect the public's health.
- Monitor disease reports and cases of illness to recognize and respond to potential communicable disease outbreaks and other emergencies.
- Serves as the lead in Public Health emergency preparedness activities.
- Apply principles of ethical/legal practice as they relate to study design and data collection, dissemination, and use.
- Organize data from surveillance, investigations, or other sources.

- Assist in defining community health goals and objectives that are outcome-based and linked to national and state health goals.
- Generate appropriate reports for internal and external customers.
- Assist in the development of grant proposals, division policies, processes, and work plans.
- Collaborates with the Iowa Department of Public Health Disease Prevention Specialist, Regional Epidemiologist and Tuberculosis Bureau to investigate communicable diseases.

#### **MARGINAL FUNCTIONS AND SPECIAL FUNCTIONS:**

- Perform other duties as directed or as the situation dictates.

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

- Possess written and verbal skills for effective public communication.
- Knowledge of routine epidemiologic functions comprising surveillance, data collection, and data analysis using basic epidemiologic methods.
- Knowledge of program evaluation and quality improvement methods for use in public health and related educational and social service programs.
- Knowledge of principles and regulations regarding security and disclosure of protected health information as it relates to public health practice.
- Ability to organize and deliver public health information to varied audiences, by utilizing verbal, written and visual communication tools/resources.
- Ability to identify surveillance data needs, implement new or revise existing surveillance systems, report key findings from the surveillance system, and support evaluation of surveillance systems.
- Ability to organize raw data in forms suitable for epidemiological analysis.
- Ability to analyze surveillance data and other information for the purposes of determining the need for epidemiological investigations.
- Ability to design, conduct and analyze data collection methods
- Ability to develop working relationships with all levels of county staff, medical and para-medical community organizations, Board of Health and the general public.
- Ability to maintain the confidentiality of all departmental and client communications, documents and correspondence.
- Ability to communicate effectively in English, both orally and in writing, and utilize proper grammar, vocabulary, spelling and punctuation.

**ESSENTIAL EDUCATION, CERTIFICATION AND /OR LICENSES, MEMBERSHIP:**

- Bachelor’s Degree in Epidemiology or public health AND two (2) years of related work experience OR Master’s degree in Epidemiology or Public Health. Master’s degree preferred.
- Computer proficiency in Microsoft Word, Outlook and Excel is required.
- Must possess a valid driver’s license at the time of hire and maintain it throughout the course of employment.

**ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS**

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

- Attendance at work is an essential function of this position. Work is generally performed indoors in an office or group setting and requires some physical activity, including walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent is required to frequently sit for extended periods of time and must have sufficient personal mobility to complete field work at various facilities/work sites
- Must have the ability to frequently push, pull and/or lift and carry supplies, and other materials weighing up to 10 pounds, and to occasionally push, pull and/or carry supplies and other materials weighing up to 25 pounds.
- An incumbent must also possess the hand-eye coordination and manual dexterity to operate standard office equipment and to make handwritten notations and which permits moderate to heavy use of a computer keyboard and mouse.
- Must have clarity of speech and hearing which permits effective communication.
- Must have sufficient vision which permits moderate to heavy production and review of a wide variety of documents in both electronic and hard copy forms.
- Working hours may occasionally be required before or after regular business hours.
- The noise level is usually moderate. Work require extensive interaction with the public and may be stressful when dealing with irate citizens and/or meeting deadlines.

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EMPLOYEE SIGNATURE

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DATE

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DEPARTMENT HEAD SIGNATURE

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DATE

Epidemiologist

10/24/2019

**Jana Lemrick/Director, HR**

**Discussion and/or decision to approve:  
Job Description for Finance & Tax Officer**

**POTTAWATTAMIE COUNTY - AUDITOR**

**JOB DESCRIPTION**

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**POSITION TITLE:** Finance & Tax Officer

**REPORTS TO:** County Auditor

**SUPERVISES:** None

**PAY GRADE:** 528

**FLSA Exemption:** Exempt

**SUMMARY OF POSITION:** Under limited supervision, performs moderate to complex accounting work, utilizing general accounting principles and practices. Maintains financial records requiring an understanding of the County's established accounting procedures. Provides accounting / financial support of County departments / agencies; reconciles, maintains, monitors and controls major groupings of funds, or revenue / expenditure accounts. Will provide general supervision to the Accounting Technician and Account Clerk II.

**ESSENTIAL FUNCTIONS:**

Assists with the preparation of property valuations and distributes to county taxing entities and to the State Department of Management.

Creation, publication and compliance for financial and real estate reporting to the Department of Management, Department of Revenue, State Auditor, Treasurer of Iowa and dept disclosure including County Annual Financial report, GAAP report, debt reporting and valuation reporting.

Calculates utility valuations per State Department of Revenue. (i.e. railroad mileage, utility lines)

Prepares real estate taxes and abstracts of taxes and certifies same to County Treasurer annually.

Input and certifies tax rates per taxing entity.

Tax billing process including certified levy rates per authority fund applied to system, state credit allowance percentages and data applied, TIF actual revenue calculation applied and verified against valuation estimates for accuracy.



Obtains appropriate data and prepares levy sheets and distributes to county taxing entities and to the State Department of Management.

Reviews and makes corrections to the County tax book.

Prepares valuation increments for Urban Renewal and TIF districts. Ordinance, amendment certification to the County for TIF revenue collection by approving authorities in the County. Create new taxing districts when necessary for TIF based on amendment.

Prepares appropriations, re-appropriations and amendments of budgeted funds per department funds per fiscal year. Apply to general ledger.

Receives all county, city, school and township budgets and oversees distribution to the State Department of Management.

**ESSENTIAL FUNCTIONS (continued):**

Responsible for 1099 filing and reporting in Accounts Payable.

Real Estate Records maintenance including roll over process and value maintenance in splits and combined parcels.

Assistance in Elections department if required.

Public assistance for phone and counter questions in all aspects of duties.

Work with State Auditor each year at annual audit time.

**MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Knowledge of accounting methods and terminology.

Knowledge of principles / practices of fund accounting in government.

Knowledge of the laws, rules and regulations relating to the collection / disbursement of County funds.

Knowledge of local government budgeting / financial management procedures.

Knowledge of cash handling and balancing procedures.

Knowledge of general office practices and procedures.

Knowledge of business English, spelling and grammar.

Knowledge of and the ability to maintain departmental policies, practices and standards.

Intermediate keyboard and typing skills.

Proficient skill in operating a personal computer and other general office equipment.

Proficient alpha / numeric proofreading skills.

Ability to accurately perform complex accounting calculations.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY (continued):**

Ability to create and maintain complex ledgers / spreadsheets including mathematical / accounting formulas utilizing various hardware and software programs.

Ability to make routine decisions, in accordance with laws, rules, regulations, and departmental policies and procedures.

Ability to research, analyze, and resolve moderately complex problems / discrepancies.

Ability to juggle several tasks at once; continuously prioritize / re-prioritize tasks.

Ability to communicate effectively both verbally and in writing.

Ability to maintain accurate and complete office records.

Ability to establish and maintain satisfactory working relationships with other County employees and the general public using courtesy, patience, and tact.

**ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:**

Position requires a high school diploma or GED. College Associate Degree or 2 years experience in accounting or any combination of training and experience that will have provided the required knowledge, skills, and abilities.

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

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

Reliable attendance at work is essential to this position. Work is generally performed indoors and requires some physical activity, including extended periods of sitting or standing; walking, kneeling, bending, crouching, reaching, stooping and climbing. An incumbent must have the ability to transport themselves to and from various locations throughout the Courthouse.

Duties also require the ability to tolerate an indoor work environment. An incumbent must have the ability to frequently push, pull and/or carry supplies and other materials weighing up to 10 lbs.. During elections, the incumbent must be able to lift and carry voting machines, election supplies and equipment. Voting machines weigh 33 pounds. An incumbent must also possess the hand-eye coordination and manual dexterity to use hands and arms to reach, finger, handle, grasp and feel;; and operate personal computers, standard office equipment

and any other equipment that is used to perform the essential functions of the job.

Work hours may occasionally be required before or after standard business hours. Noise level is usually moderate. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires extensive personal interaction and may be stressful when dealing with irate individuals and/or time constraints and project deadlines.

9/23/2011

**Received/Filed**

**Closed Session**

# **Scheduled Sessions**

**Workshop with Department Heads and  
Elected Officials on Community Project  
Funding and potential Capital Improvements.  
Discussion only.**