

**BOARD OF TRUSTEES FOR THE NOBLE LAKE & SOUTH
NOBLE LAKE DRAINAGE DISTRICTS
LOCATED IN POTTAWATTAMIE
AND HARRISON COUNTY IOWA
BOARD OF SUPERVIORS' HEARING ROOM
POTTAWATTAMIE COUNTY COURTHOUSE
227 SOUTH 6TH STREET
COUNCIL BLUFFS, IOWA 51501**

Please note:

You may participate in this meeting via:

- In person: Limited number of attendees allowed in Board Hearing Room due to Governor's self-distancing order

- YouTube, at:

<https://www.youtube.com/channel/UCeP9ZQIBgMpuSyOprlyMl6g>

- Telephone Conference call: (712) 328-5848

Tuesday, June 8, 2021

Agenda

9:55 A.M. Board of Trustees of the Noble Lake Drainage District discussion and decision to dissolve Noble Lake Drainage District with a \$0.00 balance as of May 11, 2020.

Board of Trustees of the South Noble Lake decision to assess for the 2021 drainage assessments South Noble Lake Drainage District.

Consent Agenda

June 1, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. May 25, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Shea, to open Public Hearing on proposed reallocation of not to exceed \$300,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2020A in order to provide funds to pay costs of acquisition and equipping of a critical incident multipurpose vehicle.

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

Motion made by Wichman, second by Shea, to close Public Hearing.

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

Motion made by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 40-2021**, entitled RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA.

RESOLUTION NO. 40-2021

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$300,000 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2020A, of Pottawattamie, Iowa, to provide funds to pay costs of acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens, and no petition was filed calling for a referendum thereon and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2020A to pay costs of acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens, is in all respects authorized and approved.

Section 2. The Auditor is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the County to reflect the same.

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

AYE	NAY	ABSTAIN	ABSENT
○	○	○	○

Scott A. Belt, Chairman

<hr/> Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:

Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to open Public Hearing on proposed reallocation of not to exceed \$100,000 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2020A in order to provide funds to pay costs of acquisition and equipping of a critical incident multipurpose vehicle.

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

Motion made by Wichman, second by Shea, to close Public Hearing.

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

Motion made by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 41-2021**, entitled RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA.

RESOLUTION NO. 41-2021

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$100,000 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2020A, of Pottawattamie, Iowa, to provide funds to pay costs of acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens, and no petition was filed calling for a referendum thereon, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2020A to pay costs of acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens, is in all respects authorized and approved.

Section 2. The Auditor is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the County to reflect the same.

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

Brian Shea

○ ○ ○ ○

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 42-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #1) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 42-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #1) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including upgrading electrical and installing full, modern RV hook-ups at Arrowhead Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #1) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the

authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including upgrading electrical and installing full, modern RV hook-ups at Arrowhead Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 43-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$225,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #2) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 43-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$225,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #2) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$225,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the

purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$225,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including RV Park Road and landscaping upgrades at Arrowhead Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$225,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$225,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #2) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$225,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including RV Park Road and landscaping upgrades at Arrowhead Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 44-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 44-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to

take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 45-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$150,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #4) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 45-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$150,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #4) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$150,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$150,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$150,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$150,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #4) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$150,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by

Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 46-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #5) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

RESOLUTION NO. 46-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #5) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$200,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$200,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including lodge and cabin updates and campground hook-ups at Hitchcock Park and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$200,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #5) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$200,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including lodge and cabin updates and campground hook-ups at Hitchcock Park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

Justin Schultz

○ ○ ○ ○

Brian Shea

○ ○ ○ ○

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 47-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #6) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

RESOLUTION NO. 47-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #6) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and equipping of sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #6) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and equipping of sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 48-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$25,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #7) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 48-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$25,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #7) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$25,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$25,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$25,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$25,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #7) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, at 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$25,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 49-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #8) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 49-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #8) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition and equipping of a road grader for secondary roads which is necessary for the operation of the county or the health and welfare of its citizens and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$300,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to

take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #8) OF THE COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$300,000 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquisition and equipping of a road grader for secondary roads which is necessary for the operation of the county or the health and welfare of its citizens. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 50-2021**, entitled RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$60,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #9)

OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES),
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

RESOLUTION NO. 50-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$60,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #9) OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$60,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00A.M., on the 22nd day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$60,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of equipping public buildings including computer hardware and software upgrades.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$60,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between June 2, 2021 and June 12, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$60,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #9) OF THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 22nd day of June, 2021, 10:00A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$60,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of equipping public buildings including computer hardware and software upgrades. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this 1st Day of June, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Passed and Approved this 1st day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion made by Shea, second by Wichman, to approve and authorize Chairman to sign agreement with HGM to provide architectural and engineering services to construct a parking lot at the Election Building site. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Grobe, to award bid for Services Building Asbestos Abatement to Jamco Abatement Services Inc. for the amount of \$32,311. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Grobe, to award bid for Services Building Demolition to Jim’s Hauling for the amount of \$98,774. UNANIMOUS VOTE. Motion Carried.

Discussion was held on funding for Services Building Demolition Project. Discussion only. No action taken.

Motion made by Wichman, second by Shea, to approve and authorize Chairman to sign Fee Based Consulting and Broker Services Agreement with First Insurance Group, LLC. UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion made by Wichman, second by Shea, to approve funding request from Southwest Iowa Leadership Academy in the amount of \$2,500 to be paid from the Gaming Fund. UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Actions

- 1) Recorder – Payroll Status Change for Mary Jo Turpen
- 2) Jail – Payroll Status Change for Corey Little, Kayla Smeal
- 3) Planning – Payroll Status Change for Maria Sieck
- 4) Attorney – Payroll Status Change for James Burger, Lyndze Thompson

B. Affidavit and Notice of Found Property

**IN THE DISTRICT COURT OF
POTTAWATTAMIE COUNTY, IOWA**

**IN THE MATTER OF LOST PROPERTY FOUND
BY Michael Hartenhoff**

Case No. CB20-01 1661

AFFIDAVIT AND NOTICE OF FOUND PROPERTY

COMES NOW Michael Hartenhoff, a finder of lost goods, and hereby swears or affirms under oath, the following facts:

1. I found the following property: Ziploc bag of money greater than \$10,000 but less than \$20,000.
2. This property was located at the following place: 1600 W. South Omaha Bridge Road.
3. This property was located on the following date and time: Oct. 29, 2020, 11:15 A.M.
4. No alteration has been made in the appearance of the property from the time I found it to the time I turned it over to the chief of police of the city in which the property was found.
5. The value of the property exceeds forty dollars.
6. My address is: 1 Park Circle Council Bluffs IA 51503

FURTHER YOUR AFFIANT SAITH NAUGHT.
DATED THIS 27TH day of April, 2021

SIGNED: Michael Hartenhoff

5. CLOSED SESSION

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(i) for discussion and/or decision on personnel matters.

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

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

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

Motion by Shea, Second by Wichman, to approve that which was discussed in closed session. UNANIMOUS VOTE. Motion Carried.

6. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:50 A.M.

Scott A. Belt, Chairman

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: June 8, 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 May 2021.

Vendor Name	Payable Description	Total Payments
911 CUSTOM LLC	SUPPLIES - SHERIFF	939.28
ABBY ROBINSON	REIMB EXP - MED EXAMINER	169.33
ACADEMY OF NUTRITION AND DIETETICS	MEMBERSHIP - WIC	468.00
ACCURATE CONTROL INC	PROF SVC - NON DEPARTMENTAL	86,829.19
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	4,637.00
ACME RESTORATIONS INC	PROF SVC - B&G	920.59
ACTION GROUP LLC	PROF SVC - JAIL	71.12
ADAM FIELDS	REIMB EXP - SHERIFF	180.51
ADAM KLEIN	REIMB EXP - IT	25.87
ADAM RING	ROADS/PPE REIMB	218.27
AEL INC	PROF SVC - CONSERVATION	386.00
AGGRESSIVE INDUSTRIES INC	SUPPLIES - CONSERVATION	141.00
AGRILAND FS INC	ROADS/FUEL	274.72
AGRIVISION GROUP, LLC	ROADS/PARTS	549.61
AHLERS & COONEY PC	LEGAL SVCS - BOARD	1,324.27
AIRGAS INC	ROADS/RENT	32.03
ALEGENT CREIGHTON CLINIC	MED SVCS - JAIL	2,030.70
ALEGENT CREIGHTON HEALTH	MED SVCS - SHERIFF	2,004.23
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVCS - JAIL	3,902.10
ALERTSENSE INC	PROF SVC - COMMUNICATIONS	2,995.00
ALEXANDER WILES	PROF SVC - CONSERVATION	200.00
ALL COPY PRODUCTS INC	PROF SVC - CONSERVATION	94.32
ALL MAKES OFFICE EQUIPMENT CO	EQUIP - SHERIFF	1,419.08
ALLISON SUNDEEN	REIMB EXP - MED EXAMINER	345.40
AM COHRON & SON INC	ROADS/VOUCHER 5	380,609.52
AMAZON CAPITAL SERVICES INC	SUPPLIES - DHS	584.24
AMERICAN NATIONAL BANK	MO BILL - JAIL	34,290.84
AMERITECH SOLUTIONS	SUPPLIES - WIC	124.00
ANTHONY KAVA	REIMB EXP - SHERIFF	254.27
ANTHONY LEICK	REIMB EXP - SHERIFF	282.94
ARIC PING	REIMB EXP - CONSERVATION	59.44
ARNOLD MOTOR SUPPLY	ROADS/PARTS	424.92
ARROWHEAD SCIENTIFIC INC	SUPPLIES - SHERIFF	1,394.63
ASP ENTERPRISES INC	ROADS/MATERIALS	11,700.37
ATLANTECH RESELLERS INC	SUPPLIES - SHERIFF	320.96
AVOCA VETERINARY CLINIC INC	PROF SVC - CONSERVATION	62.50
AXON ENTERPRISE INC	SUPPLIES - SHERIFF	1,092.00
BAKER MECHANICAL INC	PROF SVC - SHERIFF	643.75
BARB CHENEY	REIMB EXP - SWIA MHDS REGION	44.80
BECKY HERMANSON	REIMB EXP - COMMUNICATIONS	11.62
BERTELSMANN LEARNING LLC	PROF SVC - JAIL	84.55
BILLS WATER CONDITIONING INC	MO BILL - JAIL	513.50
BILLYS INC	SUPPLIES - CONSERVATION	338.05
BISHOP BUSINESS EQUIPMENT COMPANY	PROF SVC - CO ATTORNEY	859.03
BLACK HILLS ENERGY	MO BILL - JAIL	8,960.25
BLANCA PONCE DOMINGUEZ	REIMB EXP - WIC	29.64
BLIEMEISTER FIXTURE COMPANY	EQUIP - VA	7,345.15
BLU MOVING	PROF SVC - NON DEPARTMENTAL	4,315.00
BLUFFS ELECTRIC INC	PROF SVC - NON DEPARTMENTAL	1,504.00
BLUFFS PAVING & UTILITY COMPANY INC	ROADS/VOUCHER 2	22,300.32
BMADDOX ENTERPRISES LLC	EQUIP - SHERIFF	2,978.00
BOB BARKER COMPANY INC	SUPPLIES - JAIL	3,631.49
BODE DUE INC	ROADS/TIRES - 117	350.25
BOLTON & MENK INC	DRAINAGE - 2019 FLOOD - VAN MAN - PROF SVCS	15,794.72
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATION	3,884.14
BOO INC	PROF SVC - B&G	1,759.81
BOOT BARN HOLDINGS	ROADS/PPE	116.99
BP ENTERPRISES	PROF SVC - SHERIFF	887.23
BRANDON ALLEN	REIMB EXP - SHERIFF	984.57
BRANDON RAMSEY	REIMB EXP - SHERIFF	279.69
BRAVO COMPANY USA INC	SUPPLIES - SHERIFF	11,990.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRENNA MAHER	REIMB EXP - VA	196.34
BRIAN MILLER	REIMB EXP - SHERIFF	419.61
BRIAN MCMILLIN	PROF SVC - BOARD	13,350.00
BRIAN SHEA	REIMB EXP - BOARD	258.32
BRIAN WAGNER	REIMB EXP - COMMUNICATIONS	13.73
BROADLAWNS MEDICAL CENTER	MED SVCS - SWIA MHDS REGION	11,340.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	3,028.30
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	199.75
CAROLE E COFFELT	RENT ASSIST - GA	350.00
CARROLL COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	41.50
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/SUPPLIES	112.50
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,072.00

CDW LLC	EQUIP - VA	1,903.47
CELLCO PARTNERSHIP	MO BILL - SHERIFF	11,682.69
CENTRAL IOWA READY MIX	ROADS/MATERIALS	13,040.00
CENTURY LINK COMMUNICATIONS LLC	MO BILL - IT	539.10
CENTURYLINK INC	MO BILL - COMMUNICATIONS	37,605.06
CHAD FREEBERG	REIMB EXP - SHERIFF	144.84
CHAD TAYLOR	ROADS/PROGRESS PAYMENT	40,000.00
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	31.58
CHERYL HAWKINS	REIMB EXP - COMMUNICATIONS	14.28
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	3,499.76
CHRISTINE RETHMEIER	REIMB EXP - SHERIFF	109.42
CHRISTOPHER JON ELLIOTT	MED SVCS - MED EXAMINER	6,666.67
CHS INC	FUEL - EMA	118.39
CIMPRESS USA INCORPORATED	SUPPLIES - VA	893.95
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	182.87
CIT BANK NA	PROF SVC - EMA	531.25
CITIBANK NA	SUPPLIES - DHS	655.61
CITIBANK NA	MO BILL - B&G	94.89
CITY OF AVOCA	ROADS/UTILITIES	62.82
CITY OF CARSON	ROADS/UTILITIES	157.90
CITY OF COUNCIL BLUFFS	PROF SVC - BOARD	198,899.55
CITY OF COUNCIL BLUFFS	PROF SVC - PUBLIC HEALTH	29,167.76
CITY OF HANCOCK	MO BILL - CONSERVATION	250.45
CITY OF MISSOURI VALLEY	RENT ASSIST - GA	74.12
CITY OF OAKLAND	MO BILL - ENV HEALTH	16.00
CITY OF WALNUT	ROADS/UTILITIES	44.22
CLARK EQUIPMENT COMPANY	SUPPLIES - CONSERVATION	1,374.08
CODY PANE	REIMB EXP - MED EXAMINER	796.11
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 442	974.69
CONCERNED INC	JOB GRANT - SWIA MHDS REGION	3,916.50
CONNER PSYCHOLOGICAL SERVICES	MED SVCS - COMMUNICATIONS	1,155.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	2,230.79
CONVERGEONE INC	PROF SVC - IT	57,982.70
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	1,223.74
COTT SYSTEMS INC	PROF SVC - AUDITOR	300.00
COUNCIL BLUFFS SEPTIC SERVICE	PROF SVC - CONSERVATION	1,347.74
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	4,031.20
COUNTRY CARE CENTER CORP	RCF - SWIA MHDS REGION	45,484.00
COVERTTRACK GROUP INC	PROF SVC - SHERIFF	1,310.00
COX COMMUNICATIONS	MO BILL - IT	8,109.29
CRAFTSMAN WINDOW COVERINGS	PROF SVC - BOARD	12,789.00
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	11.50
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	141.52
CROSSROADS OF WESTERN IOWA	SUPPORT - SWIA MHDS REGION	2,102.60
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	42.75
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	4,800.00
DANA BUTTON	REIMB EXP - COMMUNICATIONS	15.00
DANI BENTZINGER	REIMB EXP - SHERIFF	499.33
DANIEL ROBERT PRUETT SR	DRAINAGE - 2019 FLOOD - FENSLER - CONSTR/MAINT	82,267.72
DARALI INC A NE CORP	TRANSPORT - MED EXAMINER	750.00
DARRIN SIEFKEN	SUPPLIES - CONSERVATION	62.95
DAVES PLACE LLC	MED SVCS - SWIA MHDS REGION	8,100.00
DAVID K LYON	ROADS/SERVICE - 434	125.00
DAVID W COBERLY SR	PROF SVC - SHERIFF	395.44
DE LAGE LANDEN FINANCIAL SERVICES INC	PROF SVC - TREASURER	100.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	13.89
DEBI REDMON	REIMB EXP - SWIA MHDS REGION	22.96
DEK CORP	PROF SVC - SHERIFF	8,393.34
DELL MARKETING LP	EQUIP - CONSERVATION	392.00
DEVELOPMENT STRATEGIES INC	PROF SVC - BOARD	3,250.00
DIAMOND OIL COMPANY	FUEL - CONSERVATION	1,072.26
DICENZO PAINTING & CARPET CLEANING	PROF SVC - NON DEPARTMENTAL	1,082.85
DLR GROUP INC	PROF SVC - SHERIFF	4,017.00
DONALD NIELSON	PUBLICATIONS - BOARD	2,123.19
DONALD NIELSON	PUBLICATIONS - BOARD	2,046.50
DONALD W MATHEWS	PROF SVC - SHERIFF	9,651.36
DOUG RING	PROF SVC - EAST POTT SWCD	4,800.00
DOUGLAS COUNTY (NE)	PROF SVC - COMMUNICATIONS	2,830.78
DUSTIN CLAYTON	PRESENTER - CONSERVATION	241.96
DUSTIN PEREGRINE	REIMB EXP - IT	17.36
DUSTIN SHELDON	MEETING - SWI JUV	109.76
DXP ENTERPRISES INC	SUPPLIES - B&G	16.36
EBS c/o AMERICAN NATIONAL BANK	APRIL AND MAY FLEX FEES AND WELLNESS FEES	3,176.54
ECHO GROUP INC	SUPPLIES - IT	9,028.37
EDWARDS CHEVROLET CADILLAC	PROF SVC - SHERIFF	194.96
ELIOR INC	SUPPLIES - JAIL	46,959.51
EMILY HUGEN	REIMB EXP - EAST POTT SWCD	534.30
EMMA SCHWALLER	REIMB EXP - BOARD	1,048.98
ENGINEERED CONTROLS INC	PROF SVC - SWI JUV	370.00

ERGOFLEX SYSTEMS INC	EQUIP - COMMUNICATIONS	5,837.21
ERIC WALLNER	REIMB EXP - COMMUNICATIONS	15.00
ERICKSON FUNERAL PROPERTIES	TRANSPORT - MED EXAMINER	750.00
EVIZZIT LLC	MH SVCS - SWIA MHDS REGION	3,143.29
FARM SERVICE COOPERATIVE	ROADS/FUEL	46,268.85
FARMERS MUTUAL COOPERATIVE TELEPHONE	MO BILL - CONSERVATION	519.46
FASTENAL COMPANY	SUPPLIES - JAIL	1,409.44
FERGUSON US HOLDINGS INC	SUPPLIES - JAIL	229.35
FEURING PROMOTIONS INC	PROF SVC - MED EXAMINER	161.80
FIFTY THIRTEEN CORP	ROADS/HANCOCK	1,375.00
FIREGUARD INC	PROF SVC - B&G	1,404.75
FIRESRING PRINT INC	PROF SVC - PUBLIC HEALTH	788.48
FIRST NATIONAL BANK OF OMAHA	MO BILL - CONSERVATION	1,687.91
FMTC SWT INC	ROADS/UTILITIES	130.75
FOSTER & FREEMAN USA INC	SUPPLIES - SHERIFF	821.22
FOUR ACES TRANSPORTATION	PROF SVC - JAIL	18.00
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	7,338.75
FRANK DUNN	ROADS/MATERIALS	1,648.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	376.00
GALLS LLC	SUPPLIES - SHERIFF	26,199.85
GARREANS LAW LLC	LEGAL SVCS - BOARD	705.00
GAWLEY TIRE & REPAIR INC	PROF SVC - ENV HEALTH	5,040.20
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	45.00
GL DODGE CITY LLC	VEHICLE - SHERIFF	34,398.00
GRAHAM TIRE CO OF LINCOLN LLC	ROADS/TIRES	2,156.10
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	111.25
GREAT PLAINS PEST SERVICES INC	PROF SVC - JAIL	799.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	10,425.28
GREGORY L DAVIS DDS	MED SVCS - JAIL	793.33
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	36.52
GRP & ASSOCIATES INC	PROF SVC - JAIL	86.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	150.00
GUDE MORTUARY INC	TRANSPORT - MED EXAMINER	300.00
GUYER MACHINE SHOP INC	PROF SVC - SHERIFF	1,687.39
HACKETT LIVINGSTON FUNERAL HOME LLC	PROF SVC - MED EXAMINER	600.00
HAMANN TRUCKING LLC	ROADS/EQUIPMENT	37,800.00
HAMELE GROUP INC	ROADS/TOOLS	326.74
HANEY SHOE STORE INC	ROADS/PPE	135.99
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	313.28
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	1,539.15
HARRISON COUNTY LANDFILL COMMISSION	PROF SVC - CONSERVATION	1,877.40
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	574.75
HARRY H WALLAR VIII	PROF SVC - PUBLIC HEALTH	300.00
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	559.61
HEAFEY & HEAFEY HOFFMAN DWORAK & CUTLER INC	TRANSPORT - MED EXAMINER	1,200.00
HEARTLAND COOP	FUEL - B&G	19.99
HEARTLAND FAMILY SERVICE	BRIDGES - SWIA MHDS REGION	132,460.30
HEARTLAND MANAGEMENT DIVISION	RENT - PUBLIC HEALTH	1,530.00
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES - 325	5,313.41
HENRY SCHEIN INC	SUPPLIES - JAIL	478.74
HGM ASSOCIATES INC	PROF SVC - NON DEPARTMENTAL	12,807.50
HILTI INC	ROADS/SUPPLIES	779.32
HOLTZ SERVICE & SMALL ENGINE	ROADS/PARTS - 670	70.30
HOME DEPOT USA INC	SUPPLIES - B&G	38.55
HORWATH LAUNDRY MACHINERY COMPANY	PROF SVC - JAIL	177.86
HOTSY EQUIPMENT CO	PROF SVC - SHERIFF	9,445.70
HOWARD BEBOUT	ROADS/REPAIR	22,620.00
HS MEDICAL BILLING SERVICES	PROF SVC - PUBLIC HEALTH	8.99
HUFFCUTT CONCRETE LLC	PROF SVC - NON DEPARTMENTAL	307,215.00
HY VEE STORE	BASIC ACADEMY MEALS - SHERIFF	2,193.63
ICON SYSTEMS INC	SUPPLIES - JAIL	198.74
INDOFF	EQUIP - BOARD	4,565.62
INFOSAFE SHREDDING INC	PROF SVC - CO ATTORNEY	2,423.00
INSIGHT PUBLIC SECTOR	LICENSES - RECORDER	103.96
INTOXIMETERS INC	SUPPLIES - SHERIFF	51.50
IOWA ASSOCIATION OF COUNTY CONSERVATION BOARDS	MEMBERSHIP - CONSERVATION	2,500.00
IOWA COUNTY ATTORNEY CASE MANAGEMENT	ANNUAL FEES - CO ATTORNEY	1,500.00
IOWA COUNTY RECORDERS ASSOCIATION	PROF SVC - RECORDER	625.00
IOWA DEPARTMENT OF PUBLIC SAFETY	TRAINING - SHERIFF	50.00
IOWA EMERGENCY MANAGEMENT ASSOCIATION	REGISTRATION - EMA	150.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING - SHERIFF	275.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - SWI JUV	12,165.00
IOWA STATE ASSOCIATION OF COUNTY AUDITORS	REGISTRATION - AUDITOR	25.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,421.26
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,665.73
IOWA WESTERN COMMUNITY COLLEGE	TRAINING - SWI JUV	60.00
ISACA DISTRICT 4	REGISTRATION - AUDITOR	30.00
IVAN DELGADO MD	MED SVCS - JAIL	3,750.00
JACKSON SERVICES INC	PROF SVC - B&G	459.04

JACOB HOLMES	MEETING - SWI JUV	92.96
JAMES C HUDSON	DRAINAGE - 2019 FLOOD - VAN MAN - PROF SVCS	340.00
JAMIE MASS	REIMB EXP - JAIL	12.81
JAMIE WATTS	REIMB EXP - COMMUNICATIONS	15.00
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEBRO INCORPORATED	ROADS/MATERIALS	2,728.19
JEFF HUTCHESON	REIMB EXP - MED EXAMINER	200.16
JEFFREY W ANDERSEN	ROADS/TIRES - 444	933.69
JEFFS WASH & GLO	PROF SVC - SHERIFF	290.00
JENNIFER NELSON	REIMB EXP - MED EXAMINER	522.72
JEREDITH BRANDS LLC	MO BILL - B&G	23,359.79
JEREMY A HARKER	REIMB EXP - SHERIFF	220.00
JEREMY SMITH	PROF SVC - SHERIFF	180.00
JERRICO PROPERTIES LLC	RENT ASSIST - SWIA MHDS REGION	29.00
JIM DOTY	REIMB EXP - SHERIFF	211.91
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON DEPARTMENTAL	1,075.00
JKL ENTERPRISES INC	PROF SVC - SWIA MHDS REGION	24.21
JODIE BECKMAN	REIMB EXP - AUDITOR	30.24
JOHN COOL	REIMB EXP - SHERIFF	29.00
JOHN WILSON	REIMB EXP - SHERIFF	115.93
JOHN WOLLENHAUPT	PROF SVC - CONSERVATION	2,862.50
JOHNSON DRYWALL CO INC	PROF SVC - NON DEPARTMENTAL	800.00
JON HILZ	REIMB EXP - SHERIFF	11.74
JON THOMAS MD	MED SVCS - JAIL	7,473.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	1,409.57
JORGENSEN AWNINGS INC	PROF SVC - B&G	340.00
JOSHUA DERRINGTON	REIMB EXP - COMMUNICATIONS	108.80
JOY WACHTER	REIMB EXP - COMMUNICATIONS	15.00
JP BORING CO	PROF SVC - ENV HEALTH	6,279.70
JP LUMBER INC	ROADS/SUPPLIES	140.35
JUSTIN SCHULTZ	REIMB EXP - BOARD	182.72
KAMBY ENTERPRISES LLC	POSTAGE - SHERIFF	434.66
KAREN HUNDT	RENT ASSIST - GA	400.00
KELTEK INC	EQUIP - SHERIFF	75,511.60
KIESLERS POLICE SUPPLY INC	SUPPLIES - SHERIFF	21,073.20
KONE INC	PROF SVC - JAIL	298.04
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	PROF SVC - EMA	231.82
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	700.56
KRONOS INC	PROF SVC - IT	1,648.80
KURT FERGUSON	REIMB EXP - SHERIFF	146.40
KYLE PUTNAM	REIMB EXP - JAIL	169.83
LAB SOURCE INC	SUPPLIES - JAIL	3,346.20
LANGUAGE LINE SERVICE INC	PROF SVC - COMMUNICATIONS	297.30
LARSEN SUPPLY CO	SUPPLIES - JAIL	5,189.05
LCFC INC	TRANSPORT - MED EXAMINER	1,350.00
LEA A VOSS	REIMB EXP - TREASURER	311.84
LEE BHM CORP	PUBLICATIONS - TREASURER	10,244.89
LEXIPOL LLC	PROF SVC - JAIL	18,727.00
LOCK CRAFTERS LLC	PROF SVC - NON DEPARTMENTAL	10,203.00
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	26,241.51
LOGAN CONTRACTORS SUPPLY INC	ROADS/PARTS	1,451.94
LONNIE MAYBERRY	MEETING - SWI JUV	19.04
LYNCH CONSTRUCTION SERVICES LLC	PROF SVC - CONSERVATION	16,928.00
LYNN GROBE	REIMB EXP - BOARD	406.88
MACKENZIE ENTERPRISES LLC	SUPPLIES - CONSERVATION	462.60
MAHONEY FIRE SPRINKLER INC	PROF SVC - NON DEPARTMENTAL	530.00
MAIL SERVICES	PROF SVC - TREASURER	2,914.61
MARCO TECHNOLOGIES LLC	PROF SVC - SWI JUV	199.00
MARILYN KENNEDY	REIMB EXP - AUDITOR	55.44
MARK SIEH	EQUIP - SHERIFF	10,218.00
MARKS CARPET CLEANING INC	PROF SVC - NON DEPARTMENTAL	916.00
MARLYS MARTIN	REIMB EXP - JAIL	85.29
MARVCO ENTERPRISES INC	EQUIP - COMMUNICATIONS	4,256.50
MARVEL THIEL	RENT ASSIST - GA	475.00
MATTHEW REEVES	REIMB EXP - IT	10.08
MAVERICK DRONE SYSTEMS LLC	EQUIP - SHERIFF	8,707.70
MCCLURE ENGINEERING	ROADS/SERVICES	13,180.00
MCKESSON MEDICAL SURGICAL INC	SUPPLIES - PUBLIC HEALTH	326.77
MCLAUGHLIN SEPTIC & PORTABLE SERVICES	PROF SVC - CONSERVATION	400.00
MCMULLEN FORD	VEHICLE - PLANNING	20,447.00
MEDEA & ASSOCIATES INC	SUPPLIES - SWIA MHDS REGION	4,084.30
MEDLINE INDUSTRIES INC	SUPPLIES - PUBLIC HEALTH	999.26
MELVIN LARSEN	ROADS/MOWING	120.00
MENARDS	ROADS/SUPPLIES	3,204.66
MENS WEARHOUSE INC (THE)	PROF SVC - SHERIFF	15.00
MERISSA COX	REIMB EXP - COMMUNICATIONS	45.00
MICHAEL J OLSON	MEETING - SWI JUV	54.88
MICHAEL L SELVES	PROF SVC - SHERIFF	46,509.54
MICHAEL R LITKE	ROADS/SERVICE	6,800.00

MIDAMERICAN ENERGY	MO BILL - B&G	27,424.73
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST GASTROINTESTINAL ASSOCIATES PC	MED SVCS - JAIL	2,333.10
MIDWEST GLASS & GLAZING INC	PROF SVC - JAIL	1,734.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	141.75
MILLER CONSULTATION & ELECTIONS INC	SUPPLIES - AUDITOR	2,212.39
MMB LLC	ROADS/PARTS	3,005.81
MMIS HOLDINGS LLC	DRAINAGE - 2019 FLOOD - VAN MAN - CONSTR/MAINT	31,403.19
MOBILE MINI INC	RENT - PUBLIC HEALTH	648.83
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	460.16
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	116.00
MORROW & ASSOCIATES INC	PROF SVC - BOARD	3,253.46
MOSAIC	SUPPORT SVCS - SWIA MHDS REGION	12,728.75
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	434.00
NATIONAL WIC ASSOCIATION	MEMBERSHIP - WIC	285.00
NCH CORPORATION	PROF SVC - B&G	1,494.40
NEBRASKA MACHINERY COMPANY	ROADS/RENTAL	4,268.27
NELSON & ROCK CONTRACTING INC	ROADS/VOUCHER 4	53,556.51
NEOLA BETTERMENT CORPORATION	RENT ASSIST - GA	825.00
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVCS - JAIL	2,077.60
NEXTAFF GROUP LLC	MED SVCS - PUBLIC HEALTH	5,389.20
NISHNA PRODUCTIONS INC	PROF SVC - SWIA MHDS REGION	37,634.76
NISHNABOTNA VALLEY RURAL ELECTRIC	ROADS/UTILITIES	2,176.39
NUTRIEN AG SOLUTIONS INC	ROADS/SUPPLIES	1,243.00
OHLIN SALES INC	SUPPLIES - COMMUNICATIONS	1,716.04
OLD HWY 6 TRACTOR & EQUIPMENT	PROF SVC - SHERIFF	191.78
OMAHA COMPOUND	SUPPLIES - JAIL	4,780.29
OMAHA COUNCIL BLUFFS PLUMBING INC	PROF SVC - JAIL	155.00
OMAHA DOOR & WINDOW CO INC	ROADS/REPAIR - HANCOCK	1,115.10
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	173.40
OMAHA TRUCK CENTER COMPANY INC	ROADS/NEW EQUIPMENT	258,967.56
OMG MIDWEST INC	ROADS/MATERIALS	2,777.32
OMNI CENTRE LLC	RENT - WIC	3,966.00
OUTDOOR POWER GROUP INC	SUPPLIES - CONSERVATION	188.81
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	305.36
PARTNERSHIP FOR PROGRESS INC	RCF - SWIA MHDS REGION	34,006.40
PATRICK RIGG	RENT ASSIST - GA	430.00
PATTISON SAND COMPANY LLC	ROADS/MATERIALS	451.67
PAUL C KRUGER	ROADS/PPE	2,201.61
PAUL THIES	ROADS/UTILITIES - CENTRAL	190.19
PAYLESS OFFICE PRODUCTS	EQUIP - IT	52,673.14
PENNIE SMITH	REIMB EXP - SHERIFF	216.84
PHILIP ASCHEMAN	MED SVCS - SHERIFF	215.00
PMAM CORPORATION	PROF SVC - SWI JUV	25.00
POPCO INC	MO BILL - PLANNING	59.75
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COSTS - WIC	5,258.73
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	874.10
POTTAWATTAMIE COUNTY EMERGENCY MGT AGENCY	EMA 911 CONTRIBUTION - BOARD	1,970,687.50
POTTAWATTAMIE COUNTY IT DEPARTMENT	PROF SVC - SWI JUV	12.27
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT SVC FEES - BOARD	12,761.83
POTTAWATTAMIE COUNTY TREASURER	VEH REG - CO ATTORNEY	400.20
PRIDE GROUP INC (THE)	RCF - SWIA MHDS REGION	9,851.10
QUADIENT INC	POSTAGE - SHERIFF	1,769.04
QUADIENT LEASING USA INC	PROF SVC - BOARD	3,329.70
R & M HOUSING	RENT ASSIST - GA	400.00
R & S WASTE SYSTEMS LLC	MO BILL - CONSERVATION	1,272.46
R J THOMAS MANUFACTURING COMPANY INC	SUPPLIES - CONSERVATION	1,133.00
RADIOLOGY CONSULTANTS	MED SVCS - JAIL	97.30
RAFAEL RODRIGUEZ	REIMB EXP - IT	121.80
RANDY PRICE	PROF SVC - CONSERVATION	11,428.03
RAY MARTIN COMPANY OF OMAHA	PROF SVC - NON DEPARTMENTAL	21,714.76
RED OAK WELDING SUPPLIES INC	ROADS/RENT	213.15
REGIONAL WATER INC	MO BILL - CONSERVATION	944.80
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	123.20
REX WOODBURY	REIMB EXP - SHERIFF	54.48
RICHARD C ROSAS	ROADS/REPAIR	491.00
RICOH USA INC	PROF SVC - VA	57.00
RIEKEN VIETH FUNERAL HOME	TRANSPORT - MED EXAMINER	450.00
RIKAYLA REDDING	REIMB EXP - SHERIFF	14.23
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	1,110.00
RLKM INC	ROADS/REPAIR - 401	251.45
ROBERT M MCCALL JR	PROF SVC - B&G	1,475.00
ROBERT YARD	PROF SVC - CONSERVATION	70.00
ROGER CLAUSSEN	PROF SVC - CONSERVATION/NON DEPARTMENTAL	2,470.00
RONALD ELLIOTT	REFUND - CONSERVATION	551.25
RONALD JAMES CISAR	PRESENTER - CONSERVATION	1,500.00
RONCO CONSTRUCTION COMPANY INC	PROF SVC - B&G	43,595.58
ROSANNA THURMAN	MED SVCS - SHERIFF	1,100.00
ROTARY INTERNATIONAL COUNCIL BLUFFS	DUES - BOARD	325.00

RYAN PENNEY	REIMB EXP - CONSERVATION	269.98
S & L ENTERPRISES INC	MO BILL - CONSERVATION	260.00
S S PHARMACY	MED ASSIST - GA	116.10
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	651.95
SAFETY REPORTS.COM INC	LICENSE - PUBLIC HEALTH	270.00
SAFEWARE INC	SUPPLIES - EMA	22,642.36
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	593.24
SANDAU BROTHERS SIGN COMPANY	PROF SVC - PUBLIC HEALTH	1,800.00
SANDRY FIRE SUPPLY LLC	SUPPLIES - SHERIFF	1,124.00
SAPP BROS PETROLEUM INC	FUEL - SHERIFF	19,266.19
SARPY COUNTY (NE)	SVC FEES - BOARD	19.51
SCHILDBERG CONSTRUCTION CO INC	ROADS/ROCK	60,667.81
SCHROER & ASSOCIATES PC	PROF SVC - JAIL	180.00
SCHWARZ FORENSIC ENTERPRISES INC	TRANING - SHERIFF	350.00
SCOTT BELT	REIMB EXP - BOARD	125.04
SCOTT MORONEY	REIMB EXP - COMMUNICATONS	13.45
SCOTT VANDERVORT	REIMB EXP - COMMUNICATIONS	12.00
SDJD BROWN INC	PROF SVC - SHERIFF	13,696.83
SECURITY EQUIPMENT INC	PROF SVC - PUBLIC HEALTH	186.00
SEIDL & SEIDL PLC	LEGAL SVCS - SWIA MHDS REGION	153.00
SHARON L BEDSAUL	PROF SVC - CONSERVATION	25.00
SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	773.32
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	24 HR CRISIS - SWIA MHDS REGION	4,000.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	181.44
SHENANDOAH MEDICAL CENTER	MED SVCS - SWIA MHDS REGION	430.00
SHERBONDY GARDEN CENTER INC	SUPPLIES - CONSERVATION	165.00
SHERWIN WILLIAMS COMPANY (THE)	SUPPLIES - JAIL	845.66
SIOUX COUNTY (IA)	MH ADVOCATE - SWIA MHDS REGION	50.56
SIOUX SALES CO INC	SUPPLIES - SHERIFF	4,770.75
SMV BLUFFS APARTMENTS	RENT ASSIST - GA	400.00
SOUTHWEST IOWA LAWYER LEAGUE INC	REGISTRATION - CO ATTORNEY	1,000.00
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	1,844.86
SPEEDEE DELIVERY SERVICE INC	PROF SVC - DHS	333.26
STANARD & ASSOCIATES INC	PROF SVC - BOARD	401.94
STAPLES CONTRACT & COMMERCIAL INC	SUPPLIES - DHS	78.04
STAPLES INC	SUPPLIES - DHS	1,886.69
STATE OF IOWA	MED SVCS - MED EXAMINER	48,572.99
STATE OF IOWA	CERT COPIES - CO ATTORNEY	30.00
STATE OF IOWA DEPARTMENT OF JUSTICE	SUPPLIES - CO ATTORNEY	660.00
STATE OF IOWA, SECRETARY OF STATE	PROF SVC - AUDITOR	827.24
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	670.00
STEVE BAIER	MEETING - SWI JUV	112.00
STEVEN MAGUIRE	REIMB EXP - SHERIFF	81.92
STOP STICK LTD	SUPPLIES - SHERIFF	2,923.00
SUNDQUIST ENGINEERING PC	DRAINAGE - 2019 FLOOD - S NOBLE LK - PROF SVCS	225.00
SUNNY RIDGE FARMS LTD	LANDSCAPING - EAST POTT SWCD	4,800.38
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVCS - JAIL	452.00
SYNCHRONY BANK	MO BILL - JAIL/NON DEPARTMENTAL	1,842.16
SYNCHRONY BANK	SUPPLIES - CONSERVATION	1,003.01
TERESA SCHULTZ	REIMB EXP - SHERIFF	698.27
TG TECHNICAL SERVICES	SUPPLIES - EMA	9,046.40
THEODORE M GILLESPIE JR	REIMB EXP - JAIL	149.24
THERMO KING CHRISTENSEN	ROADS/PARTS	305.26
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC	PROF SVC - EMA	35,696.00
THINK VIDEO LLC	PROF SVC - CO ATTORNEY	394.00
THOMAS OLSEN	REIMB EXP - SWIA MHDS REGION	155.12
TIM WICHMAN	REIMB EXP - BOARD	414.72
TIMOTHY ROSS	REIMB EXP - BOARD	85.56
TINIK INC	ROADS/PARTS	216.00
TMS SERVICES INC	PROF SVC - JAIL	480.00
TONY SMITH	MEETING - SWI JUV	110.88
TORIE BRUMMETT	REIMB EXP - COMMUNICATIONS	12.49
TORYANN CROZIER	PROF SVC - CONSERVATION	515.00
TRACKER SOFTWARE CORPORATION INC	ROADS/SOFTWARE MAINTENANCE	1,438.00
TRANSPORTATION SPECIALISTS LTD	PROF SVC - B&G	3,950.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	79.10
TRAVIS KEPHART	REIMB EXP - SHERIFF	35.08
TREAT AMERICA FOOD SERVICES	PROF SVC - SWI JUV	2,430.16
TRI TECH FORENSICS INC	SUPPLIES - SHERIFF	492.30
TRICIA JONES	MED SVCS - SWI JUV	330.00
TW VENDING INC	SUPPLIES - JAIL	3,845.93
ULINE INC	SUPPLIES - B&G	5,565.61
UMB BANK NA	BOND - DBT SVC	2,828,812.50
UNDERWOOD FARM SUPPLY LLC	SUPPLIES - CONSERVATION	243.43
UNITED CHURCH OF AVOCA	RENT - WIC	100.00
UNITED SEEDS INC	ROADS/MATERIALS	340.00
UNITED STATES POSTAL SERVICE	BUSINESS REPLY - DHS	20,000.00
US BANK NATIONAL ASSOCIATION	MO BILL - IT/GIS	9,520.10
US BANK NATIONAL ASSOCIATION	PROF SVC - CONSERVATION	171.19

US BANK NATIONAL ASSOCIATION
 US CELLULAR
 VISUAL EDGE INC
 VOCATIONAL DEVELOPMENT CENTER INC
 VOLANO SOFTWARE LLC
 W W GRAINGER INC
 WALDSTEIN HVAC LLC
 WALNUT HILL CUTLER INC
 WALNUT TELEPHONE COMPANY INC
 WALTER CURTIS GRYSEN
 WAUBONSIE MENTAL HEALTH CENTER INC
 WELLS FARGO FINANCIAL LEASING INC
 WELLS FARGO FINANCIAL LEASING INC
 WEST PUBLISHING CORPORATION
 WESTERN ENGINEERING COMPANY INC
 WESTERN IOWA WIRELESS
 WESTLAKE HARDWARE INC
 WEX BANK
 WINDSTREAM
 WOHLERSCAPE INC
 YOUTH SHELTER CARE OF NORTH CENTRAL IOWA INC
 ZIMMERMAN SALES & SERVICE INC

COPIER ALLOCATION	3,142.80
PROF SVC - COMMUNICATIONS	779.59
PROF SVC - TREASURER	129.25
JOB GRANT - SWIA MHDS REGION	7,851.00
PROF SVC - NON DEPARTMENTAL	3,255.00
ROADS/SUPPLIES	121.28
PROF SVC - CONSERVATION	89.00
PROF SVC - VA	1,265.00
MO BILL - COMMUNICATIONS	600.88
SUPPLIES - SHERIFF	46.00
CSRS - SWIA MHDS REGION	57,080.00
PROF SVC - DHS	1,166.88
MO BILL - CO ATTORNEY	274.50
PROF SVC - CO ATTORNEY	4,585.21
ROADS/SUPPLIES	1,044.16
PROF SVC - CONSERVATION	1,905.00
SUPPLIES - B&G	267.30
ROADS/FUEL	29,474.47
MO BILL - COMMUNICATIONS	449.74
PROF SVC - CONSERVATION	15,885.00
PROF SVC - DHS	49.56
ROADS/REPAIR - LEWIS	836.92
	<u>8,376,458.15</u>

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	995,976.42
0002 - GENERAL SUPPLEMENTAL FUND	2,002,132.56
0003 - GAMBLING RESOURCES FUND	211,662.36
0005 - WIC/FEDERAL FUNDING FUND	11,120.39
0007 - LOST CONSERVATION FUND	50,355.01
0011 - RURAL SERVICES BASIC FUND	47,303.00
0018 - SPECIAL LAW ENFORCEMENT FUND	4,017.00
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	43,595.58
0020 - SECONDARY ROADS FUND	1,025,021.35
0023 - REAP FUND	1,941.96
0027 - CO CONSERV LAND ACQ	4,534.00
0032 - JUVENILE DIVERSION FUND	85.56
0037 - LOST SOIL CONS EAST FUND	5,334.68
0047 - EAST SWCD/POTT CO STRUCTURES FUN	4,800.00
0049 - POTTAWATTAMIE COUNTY IMPACT FUND	25,550.32
1610 - BOND SERIES 2018 CAPITAL FUND	59,898.00
1620 - BOND SERIES 2020A CAPITAL FUND	403,198.43
2200 - BOND SERIES 2016A DEBT FUND	122,612.50
2210 - BOND SERIES 2018 DEBT FUND	726,825.00
2220 - BOND SERIES 2020A DEBT FUND	1,769,150.00
2225 - BOND SERIES 2020B (LOST) DEBT FUND	210,225.00
4000 - EMER MANAGEMENT SERVICE FUND	70,516.65
4010 - E911 FUND	42,575.10
4155 - MHDS REGION FUND	384,134.13
5400 - JUVENILE DETENTION	23,862.52
6000 - DRAINAGE	130,030.63
	<u>8,376,458.15</u>

Scheduled Sessions

Amber Mohr/Avoca Main Street

**Discussion and or decision to approve
funding request in the amount of \$3,000.**



2014-2021

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PROGRAM
HIGHLIGHTS

The Mission of Avoca Main Street is to sustain our downtown district as the economic, cultural, and social center of our community by utilizing the four point approach of Main Street America.

Avoca Main Street

mainstreet@cityofavoca.com

712.307.0172

Economic Revitalization – supporting businesses & entrepreneurs

Twenty new businesses have opened in the district since 2014 and net twenty-nine new jobs. In 2017 Avoca Main Street is administered four \$10,000 matching grants for new business start-ups. In 2019 we received Advanced Market Research services to identify and recruit entrepreneurs to fill service gaps in our available properties. In 2020 we reached our \$2,000,000 benchmark of investment in the district. In 2021 we partnered with the City of Avoca Urban Renewal Board to get emergency funds to businesses who were left behind by relief fund programs and kept at least two businesses open through the disaster.

Promotion – creating markets & customers

Avoca Main Street has successfully hosted a Farmers Markets since 2014, providing social engagement for residents and vending opportunities for entrepreneurs. The Avoca Main Street Longest Table brings 100 diners together to celebrate our Main Street and our local food culture since 2015, and was recognized as Exceptional Special Event by the Main Street Iowa Awards and as Outstanding Rural Event at the 2020 Iowa Tourism Awards. In 2021 we organized a Once in a Lifetime Zip Code Day on 5-15-21 that brought hundreds of customers into the district and tens of thousands of dollars of economic activity in a few hours.

Design – cultivating places & spaces

Since 2014, over \$2,800,000 has been invested by the private sector in property improvements in thirty-seven properties in the district. A \$75,000 Challenge Grant was awarded for façade improvements at 152 S. Elm, which won 2018 Excellent Exterior Renovation from Main Street Iowa. Over 50 historic properties were researched for the 150th anniversary downtown banner project, and a successful Avoca 150th downtown window decorating contest was nominated for a Main Street Iowa award. In 2020 another \$75,000 Challenge Grant was awarded for the Edward Carroll Building Project.

Organization – stimulating partners & opportunities

Our Organization Committee maintains the annual investment drive and seeks partners to meet organizational goals. In 2019 we secured \$43,000 in technical assistance grants. In 2020 we worked with Trees Forever on a Community Visioning Grant that will improve safety, access, landscaping, environmental solutions to disaster mitigation, and business/residential expansions. Some of these plans are already engaged in public/private partnership proposals.



2014-2021

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PROGRAM
HIGHLIGHTS

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Avoca Main Street has successfully hosted a Farmers Markets since 2014, providing social engagement for residents and vending opportunities for entrepreneurs. The Avoca Main Street Longest Table brings 100 diners together to celebrate our Main Street and our local food culture since 2015, and was recognized as Exceptional Special Event by the Main Street Iowa Awards and as Outstanding Rural Event at the 2020 Iowa Tourism Awards. In 2021 we organized a Once in a Lifetime Zip Code Day on 5-15-21 that brought hundreds of customers into the district and tens of thousands of dollars of economic activity in a few hours.

Design – cultivating places & spaces

Since 2014, over \$2,800,000 has been invested by the private sector in property improvements in thirty-seven properties in the district. A \$75,000 Challenge Grant was awarded for façade improvements at 152 S. Elm, which won 2018 Excellent Exterior Renovation from Main Street Iowa. Over 50 historic properties were researched for the 150th anniversary downtown banner project, and a successful Avoca 150th downtown window decorating contest was nominated for a Main Street Iowa award. In 2020 another \$75,000 Challenge Grant was awarded for the Edward Carroll Building Project.

Organization – stimulating partners & opportunities

Our Organization Committee maintains the annual investment drive and seeks partners to meet organizational goals. In 2019 we secured \$43,000 in technical assistance grants. In 2020 we worked with Trees Forever on a Community Visioning Grant that will improve safety, access, landscaping, environmental solutions to disaster mitigation, and business/residential expansions. Some of these plans are already engaged in public/private partnership proposals.

Don Gross and/or Ryan Ossell, MAPA

Discussion and/or decision to approve and authorize Board to sign Resolution No. 53-2021 approving the selection of a firm for Legal Services.

RESOLUTION NO. 53-2021

**REAL ESTATE ACQUISITION LEGAL SERVICES
2019 FLOOD**

WHEREAS, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its §403 Essential Assistance Program for funding of demolition work. Funding is anticipated from FEMA, the State of Iowa and the County.

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

WHEREAS, _____ (contractor) certifies to be permitted to practice law in Iowa as established in Chapter 31 of the Iowa Court Rules, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, Request for Bids (RFB) Notice to Bidders was published in the The Nonpareil on April 28, 2021 and individual written RFB Notice to Bidders were mailed on April 28, 2021 to law firms permitted to practice law in Iowa from the region surrounding the County, and

WHEREAS, said bids were required to be submitted to Pottawattamie County, Iowa, on or before May 19, 2021, and

WHEREAS, Pottawattamie County received three (3) quotes, and have opened said quotes on May 19, 2021, and

WHEREAS, the County has determined that _____ has submitted the lowest and most responsive and responsible submittal and who has best met the submittal criteria as set out in the RFB, and

WHEREAS, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said RFB completed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that the Board of Supervisors that the contract to perform the said Legal Services work for Pottawattamie County, Iowa, as outlined in the said RFB is hereby awarded to _____ in the total amount of \$ _____, and that the Board is authorized to execute said Contract with this contractor and that the contractor is hereby given "Notice to Proceed", after having submitted the Certificate of Insurance required by the RFB to the County through the Planning Director.

Passed and Approved this 8th day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

William F. McGinn*
Norman L. Springer, Jr.*
Edward F. Noethe*
P. Shawn McCann*
Kyle J. McGinn*
Daniel J. McGinn
James P. Comstock

16th St. Office**
20 North 16th Street
Council Bluffs, Iowa 51501

5th Ave. Office
3464 5th Avenue
Council Bluffs, Iowa 51501

Albert McGinn (1877-1974)
Kathleen R. McGinn (1892-1962)
Edmund A. McGinn (1928-2019)
Joseph F. McGinn (1930-2017)

Telephone: (712) 328-1566
16th St. Office Fax: (712) 328-3707
E-mail: msn@mcginnlawfirm.com
www.mcginnlawfirm.com

* Also Licensed to Practice in Nebraska

****Please reply to 16th St. Office**

May 6, 2021

Pottawattamie County Planning Department
Pottawattamie County Courthouse Annex
223 S. 6th Street
Council Bluffs, Iowa 51503

RE: Request for Proposal for Real Estate Acquisition Legal Services

Dear Representative:

Please enclosed my firm's completed application and related attachments, responsive to the above referenced Request for Proposal ("RFP").

As you may be aware, my firm has offered legal services in Council Bluffs since 1914. My Great Grandfather, Albert McGinn, established our practice that year. Both I, and my firm, are experienced in completing the kinds of transactions you reference in Pottawattamie County. I personally have handled numerous residential real estate matters since my admission to the bar in Iowa, in April 2015. Further, as a midsized firm, we have experienced professional staff, ready to assist with the significant body of work referenced in the RFP.

Below are three local individuals, who can attest to my competency in these matters:

Jason James
Heartland Properties
535 W Broadway #100
Council Bluffs, IA 51503
Email: Jason@jasonjames.com
Phone: 402-690-2489

John Griffin
JC Griffin Properties, LLC
135 Brentwood Heights
Council Bluffs, IA 51503
Email: jcgriffinproperties@yahoo.com
Phone: 402-660-5220

Shane Pohlman
7421 North 106th Avenue
Omaha, NE 68122
Email: pohlman81@gmail.com
Phone: 913-579-2160

Enclosed please find a completed version of Attachment "A" to the RFP, as well as evidence of my current professional licensure in the State of Iowa. Please let me know, should you have any additional questions or concerns. Thank you in advance, for your consideration.

Sincerely,

McGinn, Springer & Noethe PLC


Kyle J. McGinn

Enclosure(s)

Submittal Form for Real Estate Acquisition Legal Services
Pottawattamie County, Iowa

Name of Business: McGinn, Springer & Noethe PLC ("McGinn Law Firm")

Business Address: 20 N. 16th Street
Council Bluffs, IA 51501

Contact Name: Kyle J. McGinn

Telephone: 712-328-1566

Email: kmcginn@mcginnlawfirm.com

FID/SSN: 81-2139445

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

Submittal Requirements:

- Brief narrative on the individual or firm.
- Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Mills County.
- Brief narrative on the individuals and/or firms capacity to undertake the scope of work.
- Documentation that the individual or firm is permitted to practice law in Iowa.
- Three references for related work within the past five (5) years.
- Proposed cost bid shall be submitted on a per unit basis for 8 acquisitions.

Per Unit Price: \$3,000.00

Total Price (per unit price x 8 units): \$24,000.00



Kyle J. McGinn

May 5, 2021
Date

IOWA JUDICIAL BRANCH

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View Lawyer

Address and telephone information is listed on this screen only if the lawyer maintains a business address and business telephone number.

Home address and home telephone information for lawyers cannot be released to the public.

Name: MCGINN, KYLE J.

In Good Standing?: Y

License Status: Active

License Date(MM-dd-yyyy): 04/23/2015

Note: For house counsel, pro hac vice, and multi-jurisdictional practitioners, the data shown is the date of registration. They are not licensed Iowa attorneys. For emeritus lawyers, the date shown is the date of certification as an emeritus lawyer or the date of original admission to the bar of Iowa, whichever is earlier.

Business Information

Firm Name: The McGinn Law Firm
Position in Firm: Associate
Phone: 712.328.1566
Address 1: 20 N. 16th St.
Address 2: N/A
Address 3: N/A
Country: United States
City: Council Bluffs
State/Province: Iowa
Zip/Postal Code: 51501

Reinstatements, Disability or Disciplinary Orders in Iowa

No Orders/Actions for this Lawyer

[Back](#)



PETERSEN LAW
P L L C

Deborah L. Petersen
Tyler J. Grevengoed
215 S. Main Street, Suite 301
Council Bluffs, IA 51503
p: 712-328-8808
f: 712-328-1562

May 18, 2021

VIA EMAIL - pam.kalstrup@pottcounty-ia.gov

Pam Kalstrup
Pottawattamie County Planning Department
Pottawattamie County Courthouse Annex
223 South 6th Street,
Council Bluffs, IA 51501

Re: Request for Proposals for Legal Services
County of Pottawattamie

Dear Ms. Kalstrup:

Enclosed please find our Submittal Form for Real Estate Acquisition Legal Services for the Pottawattamie County, Iowa.

Thank you for your attention to this matter. If you should have any questions, please give me a call.

Sincerely,

PETERSEN LAW PLLC

DEBORAH L. PETERSEN
deborah@petersenlawcb.com

DLP: bdw

Enclosures

**Submittal Form for Real Estate Acquisition Legal Services
Pottawattamie County, Iowa**

Name of Business: Petersen Law PLLC

Business Address: 215 South Main Street, Suite 301
Council Bluffs IA 51503

Contact Name: Deborah L. Petersen

Telephone: 712-328-8808 x 301 (Office)
402-880-6506 (Cell)

Email: deborah@petersenlawcb.com

FID/SSN: 45-5192078

Business Classification: Limited Liability Company taxed as S Corporation

Submittal Requirements:

- ✓ Brief narrative on the individual or firm.
- ✓ Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Pottawattamie County.
- ✓ Brief narrative on the individuals and/or firms capacity to undertake the scope of work.
- ✓ Documentation that the individual or firm is permitted to practice law in Iowa.
- ✓ Three references for related work in the past five (5) years.
- ✓ Proposed cost bid shall be submitted on a per unit basis for 8 acquisitions.

Per Unit Price: \$1,500.00

Total Price (price per unit x 8 units) \$12,000.00

PETERSEN LAW PLLC

BY


DEBORAH L. PETERSEN, Owner

Date: May 18, 2021

NARRATIVE ON FIRM

Petersen Law PLLC was established in 2005, following a succession of firms in which Deborah L. Petersen was the owner or partner. The firm is a general practice law firm and represents clients in primarily in real estate transactions, contracts, business matters, estate matters, estate planning, elder law, and landlord tenant matters, as well as litigation and bankruptcy cases. The firm and its predecessors have been providing legal services in Southwest Iowa since the 1970's and is well versed in real estate law.

EXPERIENCE & EXPERTISE

Deborah L. Petersen has been representing owners, sellers, buyers, tenants, and others in the real estate arena for over 35 years. The firm was selected to represent Pottawattamie County when it was acquiring flood damaged properties following the flood of 2011. We work with the Abstractors in Pottawattamie County and Iowa Title Guaranty title searches on a regular basis for title issues related to various sales and conveyances. We know the Pottawattamie County Auditor's Office staff, as we consult with them on various legal description and title issues that arise for our clients. The firm has handled many Pottawattamie County transactions over the years and is familiar with the Pottawattamie County systems and requirements.

FIRM CAPACITY

Deborah is the owner of the firm and the primary real estate attorney. She serves on the Iowa State Bar Association Real Estate Section Council, ISBA Title Standards Committee and has previously served on the Iowa Title Guaranty Board. She is also a frequent presenter at real estate seminars.

The firm has the capacity to perform the work required by this project. The firm systems, policies, and procedures are in place for handling real estate transactions and a document assembly program is used to generate the necessary documents. Over the anticipated duration of the project, the firm is capable of processing the files.

The staff includes Tyler J. Grevengoed, Associate Attorney and Denise Parish, Legal Assistant. Tyler previously served as Assistant Sioux County Attorney for three and a half years and is familiar with government operations and has completed several real estate transactions since joining the firm in February 2019. Denise has been with the firm for over 9 years, with prior legal experience, and is an excellent typist, proficient with legal descriptions, and is able to generate the documents needed as directed for each transaction. Benjamin Westhoff is our new law clerk and will be assigned to work with the attorneys on this project.

DOCUMENTATION

Attached are printouts from the Iowa Supreme Court verifying that both attorneys are admitted to practice in the State of Iowa, are in good standing and have no orders or actions.

REFERENCES

Matt Wyant
Planning Director Pottawattamie County
Planning & Development
223 S 6th Street
Council Bluffs IA 51503
Phone: (712) 328-5638
Email: matthew.wyant@pottcounty-ia.gov

Rod Rhoden
Superior Honda
4111 South 144th Street
Omaha NE 68137
Phone: (402) 669-1105
Email: rrhoden@hondaofomaha.com

Jeff Coats
Attorney at Law
Jeffrey A. Coats
300 W Broadway, Ste 1
Council Bluffs IA 51503
Phone: (712) 309-3337
Email: jcoats@coatsre.com



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View Lawyer

Address and telephone information is listed on this screen only if the lawyer maintains a business address and business telephone number.
 Home address and home telephone information for lawyers cannot be released to the public.

Name: PETERSEN, DEBORAH LOUISE JOHNSON
In Good Standing?: Y
License Status: Active
License Date(MM-dd-yyyy): 06/15/1984

Note: For house counsel, pro hac vice, and multi-jurisdictional practitioners, the data shown is the date of registration. They are not licensed Iowa attorneys. For emeritus lawyers, the date shown is the date of certification as an emeritus lawyer or the date of original admission to the bar of Iowa, whichever is earlier.

Business Information	
Firm Name:	PETERSEN LAW PLLC
Position in Firm:	ATTORNEY
Phone:	(712) 328-8808 ext:301
Address 1:	215 SOUTH MAIN STREET
Address 2:	Suite 301
Address 3:	N/A
Country:	United States
City:	COUNCIL BLUFFS
State/Province:	Iowa
Zip/Postal Code:	51503

Reinstatements, Disability or Disciplinary Orders in Iowa

Mr. Deborah Louise Johnson, Bar No. 10084

[Back](#)



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View Lawyer

Address and telephone information is listed on this screen only if the lawyer maintains a business address and business telephone number.
 Home address and home telephone information for lawyers cannot be released to the public.

Name: GREVENGOED, TYLER JON
In Good Standing?: Y
License Status: Active
License Date(MM-dd-yyyy): 09/18/2015

Note: For house counsel, pro hac vice, and multi-jurisdictional practitioners, the date shown is the date of registration. They are not licensed Iowa attorneys. For emeritus lawyers, the date shown is the date of certification as an emeritus lawyer or the date of original admission to the bar of Iowa, whichever is earlier.

Business Information

Firm Name: Petersen Law PLLC
Position in Firm: Associate
Phone: 712.328.8808 ext:302
Address 1: 215 S. Main Street
Address 2: Suite 301
Address 3: N/A
Country: United States
City: Council Bluffs
State/Province: Iowa
Zip/Postal Code: 51503

Reinstatements, Disability or Disciplinary Orders In Iowa

No information found for this lawyer.

[Back](#)

**Attachment A
Project Cover Sheet**

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

Name of Business: Property Acquisition & Relocation Services

Business Address: 40 Lakewood Villa St.
Council Bluffs, IA 51501

Contact Name: Carey M. Jensen

Telephone: 402-201-4000

Email: CareyMJensen@Gmail.com or Info@LandandRelocation.com

FID/SSN: 84-4299870

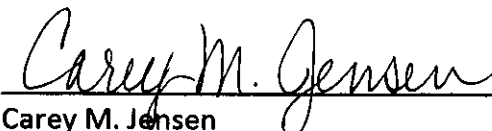
Business Classification (check all that apply): Individual Partnership Corporation

Submittal Requirements:

- Brief narrative on the individual or firm.
- Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Pottawattamie County.
- Brief narrative on the individuals and/or firm's capacity to undertake the scope of work.
- Documentation that the individual or firm is permitted to practice law in Iowa.
- Three references for related work within the past five (5) years.
- Proposed cost bid shall be submitted on a per unit basis for 8 acquisitions.

Per Unit Price: \$2300

Total Price (per unit price x 8 units): \$18,400


Carey M. Jensen

Date: May 19 2021

**Property Acquisition &
Relocation Services**

05/19/2021

**Pottawattamie County
Voluntary Flood Buyout Program
Donald Gross**

RE: Proposal for Real Estate Acquisition Legal Services

Mr. Gross:

Property Acquisition & Relocation Services (PARS) proposes to provide the services required to assist Pottawattamie County in the acquisition of 8 flood damaged properties. Our services will include the following:

- Point of contact for flood buyout property owners, Donald Gross, and Council Bluffs Title & Escrow.
- Draft purchase agreement contract to be used and submit to Mr. Gross for approval.
- Review appraisal and property ownership information needed to prepare each purchase agreement.
- Verify previous receipt of any FEMA benefit to be deducted from purchase price.
- Contact each property owner to confirm their continued interest in participating in the buyout program, collect ownership information, prepare purchase agreements, and schedule meetings to execute all necessary documents, either in person or electronically depending on owner's availability.
- Order title guaranty certificate through Iowa Title Guaranty.
- Review attorney's opinion of title.
- Take necessary steps to ensure any title requirements for clean title transfer: any attached liens are satisfied or removed.
- Provide any lien information from owner to title company to order payoffs and any other satisfaction documents needed for closing.
- Provide deed restriction language to title company attorney and review prepared deeds.
- Prepare all required closing documents and submit to Donald Gross for review and approval.
- Execute & notarize all closing documents with each property owner in advance of closing with the purchaser, Pottawattamie County.
- Execute & notarize documents for closing on all 8 properties with purchaser.
- Oversee title company disbursement of all funds from trust account to owners, payoff of any liens, payments of any invoices related to the real estate closing that may be included on the settlement statement such as recording fees, payment of property taxes.
- Deliver proceeds to property owners as directed.

PER UNIT PRICE: \$2300

TOTAL PRICE (per unit price X 8 units): \$18,400

As a point of clarification, this proposal includes the title company closing fee of \$500 per unit and the cost of the title certificate of \$575 per unit. PARS will be responsible for payment of the closing fee to Council Bluffs Title & Escrow as well as the payment for title certificate unless otherwise directed to be included on the settlement statement for payment. In this case, \$1075 per unit would be deducted from payment for services to PARS. All other costs related to the real estate closing are the expense of the purchaser, Pottawattamie County. All liens are the expense of the seller (property owner) and are to be paid as part of the closing transaction unless otherwise negotiated on the purchase agreement.

Thank you for the opportunity to provide this quote for services. If you have any questions, please give me a call. I look forward to working with you on this project.

Respectfully,

Carey M. Jensen

President

careymjensen@gmail.com

402-201-4000

PROPERTY ACQUISITION AND RELOCATIONS SERVICES

40 Lakewood Villa St, Council Bluffs, IA 51501

Office: 402-201-4000

Email: info@landandrelocation.com or CareyMJensen@gmail.com

Website: <http://landandrelocation.com>

NARRATIVE:

Property Acquisition and Relocation Services was formed as a woman owned small business in January 2020 by Carey Jensen. Our goal was to provide a local option for real estate acquisition, relocation and right of way services in Southwest Iowa and surrounding areas. PARS offers flexible ala carte services to meet our client's needs for property services at all levels. Our staff includes experienced acquisition specialists with experience in 17 states throughout the US and administrative assistants. Our valued partnerships with title companies, appraisers, surveyors, attorneys, lenders, inspectors, and Realtors allow us to offer a variety of services and flexible options. Our more than 25 years of experience in real estate and 12+ years of experience in right of way, permitting, property leasing and purchase options with renewable energy developers and a broad range of other projects gives us the knowledge and relationships to coordinate and create customized options for every client.

PARS is a certified SBA-WOSB and a registered entity on SAM.gov:

DUNS#124579100

CAGE CODE:8GY83

A LITTLE ABOUT CAREY:

Carey Jensen is the president and founder of Property Acquisition and Relocations Services. She holds an active Iowa real estate broker license (1996) as well as a Nebraska broker license (2004). She has experience in broker management, office management, mortgage processing, real estate transaction closings, researching title records, ownership types and real estate license instruction and training. Carey has worked as a contract land specialist in the acquisition field since 2007 on multiple wind & solar developments throughout the Midwest. She has been the point of contact for the public and landowners, representing the developer and hosted public informational meetings on behalf of the developer on various project sites. She is articulate, organized, and professional.

Other experience & accolades are as follows:

Property owner in Council Bluffs & Pottawattamie County

Member of the Southwest Iowa Association of Realtors Ethics committee

Former member of the Pottawattamie Condemnation & Compensation Commission

Former member of the Pottawattamie County Board of Adjustment

Former Iowa real estate commission education instructor

Iowa, Nebraska & Minnesota Notary

Current Errors & Omissions Insurance

Past President of Iowa Association of Realtors & Southwest Iowa Association of Realtors

Past Realtor of the year for Southwest Iowa Associations of Realtors

Graduate of National Association of Realtors Leadership Academy

Working relationship with Iowa State University Center for Industrial Research & Service

Carey Jensen's real estate closing transaction volume for 2020 was more than \$7,000,000.

Carey Jensen has completed numerous real estate closings as a contract notary closer for Council Bluffs Title & Escrow Company.

In 2020, Property Acquisition and Relocation Services was awarded and completed appraisal services for the city of Council Bluffs for 3 flood damaged properties within the city limits.

Active real estate broker license in Iowa & Nebraska: IA: B37273000 NE: 20040985

COUNCIL BLUFFS TITLE & ESCROW

501 S. Main St

Council Bluffs, IA 51503

Office: 712-256-1615

Council Bluffs Title & Escrow is a licensed closing agent registered in the state of Iowa since 2011 that employs 5 staff members plus 2 licensed attorneys, Kristen Bracker and William Bracker.

CBTE manages and closes 100's of real estate transactions annually in both Iowa and Nebraska and meets the requirements for a registered trust account in the state of Iowa that is subject to annual audit. They have managed closings on behalf of buyers, sellers, mortgage lenders and business & government entities and real estate brokers. They are experienced in various types of property sales & purchases closings, including commercial, land, residential and development.

NMLS company number 791188 – certificate attached

The Supreme Court Of Iowa

Certificate of Admission

Kristen Elizabeth Bracker

having made application to the practice of law in the courts of this state and the Supreme Court of Iowa having found the applicant possesses the requisite qualifications for admission, it is ordered by the Court that the applicant is admitted to the practice of law in the several courts of this state.



Witness my signature as authorized by the Court
and the seal of the Court at Des Moines this
27th day of September, 2018

A handwritten signature in black ink, appearing to read "R. L. S.", written over a horizontal line.

Assistant Director for Admissions

State of Iowa

Division of Banking

Closing Agent License

License Number CA – 2011-0161

This is to Certify That

Council Bluffs Title & Escrow, LLC,
NMLS Company Identification Number 791188

originally granted this license pursuant to Chapter 535B of the Code of Iowa on September 7, 2011, under the name of Great Plains Title, L.L.C., continues to be licensed to conduct business as a CLOSING AGENT as defined by Chapter 535B of the Code of Iowa.

This authority is granted upon the express condition that said licensee observe and obey all laws which currently now are or may be in force relating to said business and all rules and regulations made by the Superintendent of Banking.

Subject to annual renewal, this license shall be in full force and effect unless surrendered by the licensee or revoked or suspended in accordance with the provisions of Chapter 535B or any related laws. This license may not be assigned or transferred.

IN WITNESS WHEREOF, I have hereunto set my hand
and Seal of Office this 8th day of March, 2021.



Jeff Plagge, Superintendent of Banking

A handwritten signature in blue ink, appearing to read "Rodney E. Reed".

Rodney E. Reed, Finance Bureau Chief

CERTIFICATE OF REAL ESTATE ERRORS AND OMISSIONS INSURANCE

Insurance Company: Continental Casualty Company, a CNA insurance company (Continental)

Producer: Rice Insurance Services Company, LLC (RISC)
4211 Norbourne Boulevard, Louisville, Kentucky 40207-4048
Phone: (800) 637-7319 Fax: (502) 897-7174

Mailing Address:

CAREY MICHELLE JENSEN
KEY REAL ESTATE
40 LAKEWOOD VILLA
COUNCIL BLUFFS, IA 51501

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ISSUED TO THE LICENSEE. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY REFERENCED HEREIN.

This is to certify that the following Licensee is insured, as stated below, through the group errors and omissions insurance policy issued to the Iowa Real Estate Commission:

Insured: CAREY MICHELLE JENSEN

Real Estate License Number: B 37273
(if applicable)

Policy Number: 21 EO 0027IA- / 00189579

Individual Policy Period: 01/01/2021 to 01/01/2022 *

Limits of Liability: \$100,000 per claim / \$100,000 aggregate**

Deductibles: Damage Deductible: \$0
Claim Expense Deductible: \$0

This policy is a claims-made-and-reported policy. It only applies to Claims that are made and reported during the Individual Policy Period or any applicable Extended Reporting Period. To protect the Insured's interest and preserve any available coverage, it is essential to report claims timely in accordance with the policy provisions.

You may obtain a copy of the group policy online at: www.risceo.com. You may also obtain copies of the group policy and any optional endorsements purchased by calling (800) 637-7319, ext.1.

Authorized Representative: Date Generated:



5/18/2021

* If this policy is cancelled prior to the expiration date indicated, notice will be delivered in accordance with policy provisions.

**Limits of liability may have been reduced by payments on claims.

Date of Enrollment: 11/23/2020 1:22:19 pm

Notary Details

Commission Number: **189117**

Home

Name	Phone
CAREY M JENSEN	<u>(402) 201-4000</u>
Address	Address 2
40 LAKEWOOD VILLA	
City, State Zip	
COUNCIL BLUFFS, Iowa 51501	

Business

Name	Phone
KEY REAL ESTATE	<u>(712) 328-3133</u>
Address	Address 2
501 S MAIN	
City, State Zip	
COUNCIL BLUFFS, Iowa 51503	

Additional

Original Commission	Issue Date	Expiration Date
3/11/1997	3/11/2021	3/11/2024
Type	Languages	
Resident		
Electronic Notarization	Electronic Technology Used	
NO		
Remote Notarization	Remote Technology Used	
NO		

History

<u>File Date</u> ^	<u>Type</u>	<u>Audit Number</u>
3/11/1997	Original Certification	183253
1/24/2000	Renew	D234471
1/13/2003	Renew	D292417
1/19/2006	Renew	D348144
2/22/2009	Renew	N019265
2/3/2012	Renew	N032639
2/17/2015	Renew	N048731
1/8/2018	Renew	D541467
1/11/2021	Renew	N091578

<u>REFERENCES</u>	<u>PHONE</u>	<u>EMAIL</u>
John Edwards, Owner Key Real Estate	402-680-5646	JohnE@keyre.com
Joe Stephens, Branch Manager CMG Financial	712-308-1629	<u>JStephens@CMGFI.com</u>
Courtney Harter, Housing & Economic Development City of Council Bluffs	712-890-5354	Charter@councilbluffs-ia.gov

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

**Discussion and/or decision to approve and
authorize Board to sign Resolution No. 51-
2021 entitled: Resolution Authorizing
Forgivable Loan Agreement with Regional
Water**

RESOLUTION NO. 51-2021

Resolution Authorizing Forgivable Loan Agreement with Regional Water

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

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

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

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system in order to serve certain property (the “Development Property”) situated in Pottawattamie County, Iowa (the “County”); and

WHEREAS, the Water Improvement Project is necessary to provide water service to the Development Property and to promote the development of residential housing thereon (the “Housing Development Project”); and

WHEREAS, Regional Water has requested that the County provide financial assistance in the form of a forgivable loan (the “Forgivable Loan”) in order to pay for a portion of the costs of the Water Improvement Project; and

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

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

- a)** The Housing Development Project, including the Water Improvement Project, will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies; and
- b)** The Housing Development Project, including the Water Improvement Project, will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities in the County, which are warranted in comparison to the amount of the proposed Forgivable Loan.

Section 2. The Board of Supervisors further finds that a public purpose will reasonably be accomplished by making the Forgivable Loan in connection with the Water Improvement Project.

Section 3. The Forgivable Loan in an amount not to exceed \$300,000 is hereby approved, subject to the terms and conditions set out in the forgivable loan agreement (the “Forgivable Loan Agreement”) to be entered into by Regional Water and the County. The Chairperson and the County Auditor are hereby authorized to execute such documents as may be necessary to implement the Forgivable Loan approved herein, including the Forgivable Loan Agreement, in substantially the form as has been presented to this Board of Supervisors, and such officers or their designees are hereby authorized and directed to prepare any additional documentation and to make such changes to the Forgivable Loan Agreement as are deemed necessary to carry out the purposes of this Resolution.

Section 4. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and Approved this 8th day of June, 2021.

ROLL CALL VOTE

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

ATTEST:

Melvyn J. Houser, County Auditor

FORGIVABLE LOAN AGREEMENT

WHEREAS, Regional Water, an Iowa Nonprofit Corporation (“Regional Water”), is authorized and empowered by Iowa Code Chapter 504 (the “Act”) to issue notes or bonds for any corporate purpose; and

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system (the “System”) in order to serve certain property (the “Development Property”) situated in Pottawattamie County, Iowa (the “County”); and

WHEREAS, the Water Improvement Project is necessary to provide water service to the Development Property and to promote the development of residential housing thereon; and

WHEREAS, Regional Water has requested that the County provide financial assistance in the form of a forgivable loan (the “Forgivable Loan”) in order to pay for a portion of the costs of the Water Improvement Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW, THEREFORE, Regional Water and the County agrees as follows:

A. Regional Water’s Covenants.

1. Water Improvement Project. Regional Water agrees to cause the construction of the Water Improvement Project in accordance with the timeline and specifications set forth on Exhibit A hereto. The construction of the Water Improvement Project shall minimally include the construction of certain water pipeline improvements with the capacity to serve five hundred (500) single-family homes in the County. Regional Water agrees to complete construction of the Water Improvement Project by no later than September 1, 2022.

Prior to constructing the Water Improvement Project, Regional Water will submit copies of all engineering documents related to the proposed Water Improvement Project to the County for review. The County may request reasonable changes in such documents, to ensure compliance with the requirements of this Agreement.

2. Forgivable Loan. Regional Water agrees that the County will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan in the amount of \$300,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees that the County will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and Regional Water has delivered the Promissory Note (as hereinafter defined) to the County.

Regional Water agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water's obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the "Promissory Note") to be executed by Regional Water and delivered to the County. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement, all principal advanced under the Forgivable Loan, and accrued interest thereon, shall be due and owing to the County at the office of the County Auditor by Noon on December 1, 2022. The Forgivable Loan shall bear interest at the rate of 1.50% per annum calculated from the date of the Promissory Note. Interest shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

Nothing herein shall prohibit Rural Water from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

3. Loan Forgiveness Request. Upon completion of the construction of the Water Improvement Project, Regional Water agrees to submit a request (the "Loan Forgiveness Request") to the County requesting that the Forgivable Loan be forgiven in accordance with Section B.2 of this Agreement.

The Loan Forgiveness Request shall be accompanied by documentation (the "Costs Documentation") detailing the total costs (the "Water Improvement Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvement Project and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction.

The Water Improvement Costs may include costs relating to land acquisition, planning, designing and constructing the Water Improvement Project; and other reasonably related costs of carrying out the Water Improvement Project.

The Loan Forgiveness Request shall also be accompanied by a report from the engineers for the Water Improvement Project demonstrating that the Water Improvement Project has the capacity to provide service to at least five hundred (500) single-family homes in the County.

8. Default Provisions.

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

- I. Failure by Regional Water to complete construction of the Water Improvement Project pursuant to the terms and conditions of this Agreement.

- II. Failure by Regional Water to repay the Forgivable Loan pursuant to the terms and conditions of this Agreement.
- III. Failure by Regional Water to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

B. County's Covenants.

1. Disbursement of Loan Proceeds. The County hereby agrees to advance the Forgivable Loan Proceeds in the amount of \$300,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement.

2. Loan Forgiveness. Principal of and interest on the Forgivable Loan shall be forgiven with fifteen (15) days upon receipt from Regional Water of a satisfactory Loan Forgiveness Request.

In the event that the County determines that a Loan Forgiveness Request received from Regional Water does not meet the requirements of Section A.3 above, the County shall notify Regional Water within fifteen (15) days of such determination in order to allow an opportunity for Regional Water to cure the noted deficiencies.

The County and Regional Water have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

REGIONAL WATER

By (Do Not Sign) _____
President

Attest:

(Do Not Sign) _____
Board Secretary/Treasurer

EXHIBIT A
TIMELINE AND SPECIFICATIONS OF WATER IMPROVEMENT PROJECT

EXHIBIT B
PROMISSORY NOTE

PRINCIPAL AMOUNT: \$300,000

Interest Rate: 1.50%

Maturity Date: December 1, 2022

Dated: _____, 2021

Regional Water (the “Borrower”) for value received, promise to pay, to the Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of Three Hundred Thousand Dollars (\$300,000), in lawful money of the United States of America, on December 1, 2022.

The County has made a forgivable loan to the Borrower in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Economic Development Loan Agreement (the “Agreement”) between the County and the Borrower dated _____, 2021, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the County in accordance with the terms set forth in the Agreement.

Payment of principal of and interest on the Forgivable Loan shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501 by Noon on December 1, 2022, unless sooner forgiven in accordance with the Agreement. This Note shall bear interest at the rate of 1.50% per annum calculated from the date of this Note. Interest on this Note shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

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

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

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

REGIONAL WATER

By (Do Not Sign)
President

Attest:

(Do Not Sign)
Board Secretary/Treasurer

~~ECONOMIC DEVELOPMENT~~FORGIVABLE LOAN AGREEMENT

WHEREAS, Regional Water, an Iowa Nonprofit Corporation (“Regional Water”), is authorized and empowered by Iowa Code Chapter 504 (the “Act”) to issue notes or bonds for any corporate purpose; and

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system (the “System”) in order to serve certain property (the “Development Property”) situated in Pottawattamie County, Iowa (the “County”); and

WHEREAS, the Water Improvement Project is necessary to provide water service to the Development Property and to promote the development of residential housing thereon; and

WHEREAS, Regional Water has requested that the County provide financial assistance in the form of ~~an economic development low interest loan (the “Loan”) and an economic development~~a forgivable loan (the “Forgivable Loan”) in order to pay for a portion of the costs of the Water Improvement Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

~~WHEREAS, Regional Water has outstanding loans and other obligations (the “Outstanding Obligations”) payable from the System as set forth on Exhibit A hereto; and~~

~~WHEREAS, pursuant and subject to the prior acts of the Board of Directors approving and authorizing the Outstanding Obligations, the Issuer reserved the right to enter into additional credit obligations secured by and payable from the revenues of the System; and~~

NOW, THEREFORE, Regional Water and the County agrees as follows:

A. Regional Water’s Covenants.

1. Water Improvement Project. Regional Water agrees to cause the construction of the Water Improvement Project in accordance with the timeline and specifications set forth on Exhibit ~~B~~A hereto. The construction of the Water Improvement Project shall minimally include the construction of certain water pipeline improvements with the capacity to serve five hundred (500) single-family homes in the County. Regional Water agrees to complete construction of the Water Improvement Project by no later than September 1, 2022.

Prior to constructing the Water Improvement Project, Regional Water will submit copies of all engineering documents related to the proposed Water Improvement Project to the County for review. The County may request reasonable changes in such documents, to ensure compliance with the requirements of this Agreement.

2. Forgivable Loan. Regional Water agrees that the County will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan in the amount of \$300,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees

that the County will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and Regional Water has delivered the Promissory Note (as hereinafter defined) to the County.

Regional Water agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water's obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the "Promissory Note") to be executed by Regional Water and delivered to the County. The Promissory Note shall be in substantially the form as set forth on Exhibit ~~EB~~ hereto.

Unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement, all principal advanced under the Forgivable Loan, and accrued interest thereon, shall be due and owing to the County at the office of the County Auditor by Noon on December 1, 2022. The Forgivable Loan shall bear interest at the rate of 1.50% per annum calculated from the date of the Promissory Note. Interest shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

Nothing herein shall prohibit Rural Water from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

3. Loan Forgiveness Request. Upon completion of the construction of the Water Improvement Project, Regional Water agrees to submit a request (the "Loan Forgiveness Request") to the County requesting that the Forgivable Loan be forgiven in accordance with Section B.2 of this Agreement.

The Loan Forgiveness Request shall be accompanied by documentation (the "Costs Documentation") detailing the total costs (the "Water Improvement Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvement Project and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction.

The Water Improvement Costs may include costs relating to land acquisition, planning, designing and constructing the Water Improvement Project; and other reasonably related costs of carrying out the Water Improvement Project.

The Loan Forgiveness Request shall also be accompanied by a report from the engineers for the Water Improvement Project demonstrating that the Water Improvement Project has the capacity to provide service to at least five hundred (500) single-family homes in the County.

~~4. Loan. Regional Water agrees that the County will advance the proceeds (the "Loan Proceeds") of the Loan in the principal amount of \$990,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees that the County will not advance any Loan Proceeds until (i) this Agreement has been executed in full; (ii)~~

~~Regional Water has delivered the Water Revenue Note (as hereinafter defined) to the County; and (iii) Regional Water has delivered a UCC Financing Statement related to this Agreement and the security provisions set forth in Section A.6.~~

~~Regional Water agrees to apply the Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.~~

~~Regional Water's obligation to repay the Loan shall be evidenced by a Water Revenue Note, Series 2021 (the "Water Revenue") to be executed by Regional Water and delivered to the County. The Water Revenue Note shall be in substantially the form as set forth on Exhibit D hereto.~~

~~5. Loan Repayment. Regional Water agrees that the Water Revenue Note shall bear interest at the rate of 1.50% per annum. Regional Water further agrees that both principal of and interest on the Water Revenue Note shall be payable in nine (9) equal annual installments in the amount of \$108,804.08 (the "Installment Amount") each, due on each June 1, commencing June 1, 2023, and continuing to and including June 1, 2031, with one final installment of all remaining principal and interest due thereon at final maturity on June 1, 2032. Interest on the Water Revenue Note shall be calculated on the basis of an actual calendar year of 365 or 366 days, whichever is appropriate.~~

~~Regional Water reserves the right to prepay principal of the Water Revenue Note, in whole or in part, at any time prior to and in inverse order of maturity without penalty on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.~~

~~Regional Water shall return to the County as a mandatory prepayment on the Water Revenue Note all Loan Proceeds, including any interest earned on such Loan Proceeds, which have not been expended on the Water Improvement Project by Regional Water within sixty (60) days of the completion of construction of the Water Improvement Project, or such later date as the County in its discretion may approve in writing. Any such mandatory prepayment shall be applied in inverse order of maturity of terms par, plus accrued interest.~~

~~6. Security for Repayment of Water Revenue Note. Regional Water agrees that the Water Revenue Note, and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues (as herein defined) of the System, which are hereby pledged to the payment of the Water Revenue Note. Regional Water agrees that the Water Revenue Note shall be a valid claim of the owners thereof only against said Net Revenues (as herein defined), provided, however, that such claims shall be subject and subordinate to the application of the Net Revenues to the priority payment of principal of, and interest on, the Outstanding Obligations.~~

~~"Net Revenues" shall mean Gross Revenues (as hereinafter defined) of the System after deduction of Operating Expenses of the System (as hereinafter defined).~~

~~"Gross Revenues" shall mean all income and receipts derived from the operation of the System.~~

~~“Operating Expenses of the System” shall mean and include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices, but does not include allowance for depreciation in the value of physical property, amortization, other non-cash expenses or interest expenses.~~

~~7. Issuance of Additional Obligations. Regional Water hereby reserves the right and privilege of issuing Parity Obligations. Regional Water agrees that it shall not issue obligations payable from the Net Revenues ranking on a par with the Outstanding Obligations and superior to the Water Revenue Note and any Parity Obligations without the prior written consent of the County or the holders of any such Parity Obligations.~~

8. Default Provisions.

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

- I. Failure by Regional Water to complete construction of the Water Improvement Project pursuant to the terms and conditions of this Agreement.
- II. Failure by Regional Water to repay the Forgivable Loan pursuant to the terms and conditions of this Agreement.
- ~~III. Failure by Regional Water to repay the Loan pursuant to the terms and conditions of this Agreement.~~
- III. ~~IV.~~ Failure by Regional Water to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement

to the contrary notwithstanding. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

~~III. Accelerate the due date of the outstanding principal amount of the Loan, with interest thereon, which amount shall become due and owing within 30 days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding.~~

B. County's Covenants.

1. Disbursement of Loan Proceeds. The County hereby agrees to advance the Forgivable Loan Proceeds in the amount of \$300,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement. ~~The County further agrees to advance the Loan Proceeds in the amount of \$990,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement.~~

2. Loan Forgiveness. Principal of and interest on the Forgivable Loan shall be forgiven with fifteen (15) days upon receipt from Regional Water of a satisfactory Loan Forgiveness Request.

In the event that the County determines that a Loan Forgiveness Request received from Regional Water does not meet the requirements of Section A.3 above, the County shall notify Regional Water within fifteen (15) days of such determination in order to allow an opportunity for Regional Water to cure the noted deficiencies.

The County and Regional Water have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

By: _____
Chairperson

Attest:

County Auditor

REGIONAL WATER

By (Do Not Sign) _____
President

Attest:

(Do Not Sign) _____
Board Secretary/Treasurer

EXHIBIT A
~~OUTSTANDING OBLIGATIONS~~

EXHIBIT B

TIMELINE AND SPECIFICATIONS OF WATER IMPROVEMENT PROJECT

EXHIBIT **EB**
PROMISSORY NOTE

PRINCIPAL AMOUNT: \$300,000

Interest Rate: 1.50%

Maturity Date: December 1, 2022

Dated: _____, 2021

Regional Water (the “Borrower”) for value received, promise to pay, to the Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of Three Hundred Thousand Dollars (\$300,000), in lawful money of the United States of America, on December 1, 2022.

The County has made a forgivable loan to the Borrower in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Economic Development Loan Agreement (the “Agreement”) between the County and the Borrower dated _____, 2021, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the County in accordance with the terms set forth in the Agreement.

Payment of principal of and interest on the Forgivable Loan shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6th Street, Council Bluffs, Iowa 51501 by Noon on December 1, 2022, unless sooner forgiven in accordance with the Agreement. This Note shall bear interest at the rate of 1.50% per annum calculated from the date of this Note. Interest on this Note shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

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

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

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

REGIONAL WATER

By (Do Not Sign) _____
President

Attest:

(Do Not Sign) _____
Board Secretary/Treasurer

~~EXHIBIT D
FORM OF WATER REVENUE NOTE~~

~~UNITED STATES OF AMERICA
STATE OF IOWA
REGIONAL WATER~~

~~WATER REVENUE NOTE, SERIES 2021~~

No. R-1		\$300,000
RATE	MATURITY DATE	NOTE DATE
1.50%	June 1, 2032	_____, 2021

~~Regional Water (the “Issuer”) an Iowa nonprofit corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Note to~~

~~POTTAWATTAMIE COUNTY, IOWA~~

~~or registered assigns, the principal sum of~~

~~THREE HUNDRED THOUSAND DOLLARS~~

~~—This Note shall bear interest at the rate of 1.50% per annum. Both principal of and interest on this Note shall be payable in nine (9) equal annual installments in the amount of \$108,804.08 (the “Installment Amount”) each, due on each June 1, commencing June 1, 2023, and continuing to and including June 1, 2031, with one final installment of all remaining principal and interest due thereon at final maturity on June 1, 2032. Interest on this Note shall be calculated on the basis of an actual calendar year of 365 or 366 days, whichever is appropriate.~~

~~The Treasurer of the Board of Directors of the Issuer shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”~~

~~Payment of the principal of and interest on this Note shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the Issuer at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Note to the Paying Agent.~~

~~This Note is issued by the Issuer to evidence its obligation under a certain Economic Development Loan Agreement, dated the date hereof (the “Agreement”) entered into by the Issuer for the purpose of paying the costs, to that extent, of constructing improvements and extensions~~

~~(the “Project”) to the water system (the “System”) of the Issuer, including certain improvements necessary to provide water service to certain real property in Pottawattamie County, Iowa.~~

~~This Note issued pursuant to and in strict compliance with the provisions of Chapter 504 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto and in conformance with the Articles of Incorporation and the Bylaws of the Issuer. Reference is hereby made to the Agreement for a more complete statement as to the source of payment of this Note and the rights of the owners of this Note.~~

~~The Issuer reserves the right to prepay principal of this Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date. Regional Water shall return to the County as a mandatory prepayment on this any proceeds of this Note, including any interest earned on such proceed, which have not been expended on the Water Improvement Project by Regional Water within sixty (60) days of the completion of construction of the Water Improvement Project, or such later date as the County in its discretion may approve in writing. Any such mandatory prepayment shall be applied in inverse order of maturity of terms par, plus accrued interest.~~

~~This Note, together with the Outstanding Obligations (as defined in the Agreement) and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the System of the Issuer, a sufficient portion of which has been ordered set aside and pledged for that purpose; provided, however, that such payments on the Note are subject and subordinate to the application of such Net Revenues to the payment of the principal of and interest on the Outstanding Obligations.~~

~~This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the Issuer in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.~~

~~The Issuer, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.~~

~~And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Note does not exceed or violate any constitutional or statutory limitation or provision.~~

~~IN TESTIMONY WHEREOF, Regional Water, has caused this Note to be executed by its President and attested by Board Secretary/Treasurer, all as of the Note Date.~~

~~REGIONAL WATER~~

~~By (Do Not Sign) _____
— President~~

~~Attest:~~

~~(Do Not Sign) _____
Board Secretary/Treasurer~~

~~(Form for registration to be printed on the Note:)~~

~~REGISTRATION OF OWNERSHIP~~

~~Date of Registration _____ Name and address of Registered Owner _____ Signature of Board _____
Secretary/Treasurer~~

~~(Closing Date) _____ Pottawattamie County, Iowa _____

_____~~

Document comparison by Workshare Compare on Wednesday, June 2, 2021
12:33:41 PM

Input:	
Document 1 ID	netdocuments://4849-8975-5111/1
Description	Economic Development Loan Agreement (Pottawattamie Co. #2 2021)
Document 2 ID	netdocuments://4849-8975-5111/2
Description	Economic Development Loan Agreement (Pottawattamie Co. #2 2021)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	67
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	74

Other Business

**Jana Lemrick/Director, HR and
Kristi Everett/Election Deputy, Auditor's Office**

**Discussion and/or decision to approve job
description for Seasonal Election Clerk.**



Seasonal Election Clerk

Pottawattamie County, Iowa
Auditor's Office

PAY RATE: \$15/Hr.

REPORTS TO:

Elections Deputy

SUPERVISES:

None

PURPOSE OF POSITION:

Provides customer service to the general public, as well as helping with election duties within the Elections Department as directed by the Elections deputy and staff.

ESSENTIAL FUNCTIONS:

- Answers general information questions, both in person and on the telephone
- Performs a wide variety of tasks within the voting process and preparation for an election.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:

- Provide customer service to the general public at the Election office, in person and by telephone, answering routine questions.
- Accepts voter registration forms, absentee requests, and absentee ballots from voters and authorized delivery persons.
- Assists with voter registration which requires a high degree of accuracy using Iowa's statewide voter registration system. Notifies the voter that provides inaccurate or incomplete information, in an effort to have complete and correct voter records.
- Process absentee requests, and prepares daily mailing of absentee ballots according to USPS standards.
- Retrieve absentee ballots from the drop box, documenting time and intact safety seals. Sort and time stamp absentee ballots received from the drop box, hand delivered or by mail delivery.
- Reviews returned ballots for deficiencies and notifies voters via phone call and mail.
- Assists in compiling and organizing election supplies for each polling location to ensure that each location has all necessary supplies.
- Assists with the Test ballot plan by accurately marking test ballots according to a prescribed plan and machine counting the test ballots.

MINIMUM QUALIFICATIONS:

- Graduation from high school or GED.
- Must pass background check
- Previous work experience as a precinct official preferred.

ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

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

- Must have the ability to both stand or sit for long periods of time.
- Must have the ability to occasionally push, pull and/or lift and carry supplies, and other materials weighing up to 50 pounds.

EMPLOYEE POSITION ACCEPTANCE:

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

Employee Signature

Date

Supervisor Signature

Date

**Discussion and/or decision to approve Series
2021A Bond Counsel Engagement Agreement
with Ahlers & Cooney, P.C.**



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

May 27, 2021

Sent via Email

Mr. Melvyn Houser
County Auditor
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, Iowa 51501

RE: Pottawattamie County, Iowa – Bond Counsel Engagement Agreement
General Obligation Capital Loan Notes, Series 2021A (ECP & GCPs)

Dear Board of Supervisors:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Pottawattamie County, Iowa (the "County" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the County and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the County (all of whom are referred to as the "Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the County or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body of the County; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.

7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).
8. Undertake responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in subsections (1)–(8) of this Section B upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (9)–(14) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

9. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
10. Independently establishing the veracity of certifications and representations of the County or the other Participants.
11. Acting as an underwriter, or otherwise marketing the Bonds.
12. Acting in a financial advisory role.
13. Preparing blue sky or investment surveys with respect to the Bonds.
14. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Bonds, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It

is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the County is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The County's lawyers, financial advisors and bankers can assist the County in fulfilling these duties, but the

County in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the County also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

1. It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$10,600. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.
3. In addition to our flat fees, we will charge for any incidental costs incurred (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

F. BILLING MATTERS:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will

expect to be compensated at our normal hourly rates¹, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

G. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer for purposes of the examination. As noted above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

H. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2021) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/21 is \$310/hour).
- b. Legal Assistants: \$120/hour.

I. OTHER ADVICE

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky
FOR THE FIRM

JLC:ks

cc: Andrew Moats (via e-mail)
Becky Lenihan (via e-mail)

Accepted:
Pottawattamie County, Iowa

By: _____ Date: _____

*Approved by action of the governing body on _____, 2021.

**Discussion and/or decision to approve Series
2021B Bond Counsel Engagement Agreement
with Ahlers & Cooney, P.C.**



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

May 27, 2021

Sent via Email

Mr. Melvyn Houser
County Auditor
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, Iowa 51501

RE: Pottawattamie County, Iowa – Bond Counsel Engagement Agreement
General Obligation Urban Renewal Bonds, Series 2021B

Dear Board of Supervisors:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Pottawattamie County, Iowa (the "County" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the County and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the County (all of whom are referred to as the "Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the County or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body of the County; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.

7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).
8. Undertake responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in subsections (1)–(8) of this Section B upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (9)–(14) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

9. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
10. Independently establishing the veracity of certifications and representations of the County or the other Participants.
11. Acting as an underwriter, or otherwise marketing the Bonds.
12. Acting in a financial advisory role.
13. Preparing blue sky or investment surveys with respect to the Bonds.
14. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Bonds, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It

is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the County is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The County's lawyers, financial advisors and bankers can assist the County in fulfilling these duties, but the

County in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the County also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

1. It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$28,600. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.
3. In addition to our flat fees, we will charge for any incidental costs incurred (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

F. BILLING MATTERS:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will

expect to be compensated at our normal hourly rates¹, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

G. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer for purposes of the examination. As noted above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

H. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2021) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/21 is \$310/hour).
- b. Legal Assistants: \$120/hour.

I. OTHER ADVICE

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky
FOR THE FIRM

JLC:ks

cc: Andrew Moats (via e-mail)
Becky Lenihan (via e-mail)

Accepted:
Pottawattamie County, Iowa

By: _____ Date: _____

*Approved by action of the governing body on _____, 2021.

Discussion and/or decision to approve and authorize Board to sign Resolution No. 52-2021 entitled: RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS.

RESOLUTION NO. 52-2021

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the County anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the County reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Board believes it is consistent with the County's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Board determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the County reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the County in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	Fund from which original expenditures are to be <u>Advanced</u>	Total Estimated <u>Cost*</u>	Amount of <u>Borrowing Anticipated</u>	Estimated <u>Date of Completion</u>
B-Wing Demolition	Property Acquisition and Improvement 0019	\$ 232,390	\$ 232,390	6/30/2022
B-Wing Renovation	Property Acquisition and Improvement 0019	\$ 4,932,245	\$ 4,932,245	6/30/2022
Services Building Demolition – Asbestos Removal	Property Acquisition and Improvement 0019	\$ 32,311	\$ 32,311	6/30/2022
Asbestos Removal Monitoring	Property Acquisition and Improvement 0019	\$ 7,500	\$ 7,500	6/30/2022

Services Building Demolition	Property Acquisition and Improvement 0019	\$ 98,774	\$ 98,774	6/30/2022
Acquisition and Equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens	Rural Basic 0011	\$ 25,000	\$ 25,000	6/30/2022
Acquisition and Equipping of a road grader for Secondary Roads which is necessary for the operation of the county or the health and welfare of its citizens	Secondary Roads 0020	\$ 300,000	\$ 300,000	6/30/2022

Section 5. That the County reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the County Auditor in an Official Intent File maintained in the office of the Auditor and available at all times for public inspection, subject to such revisions as may be necessary.

Passed and Approved this 8th day of June, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

Discussion and/or decision to approve and authorize Chairman to sign Rural Transit System Joint Participation Agreement with SWIPCO; and approve Funding request in the amount of \$6,000.

RURAL TRANSIT SYSTEM JOINT PARTICIPATION AGREEMENT

This AGREEMENT is made this _____ day of _____, 2021 by and between the Southwest Iowa Planning Council (hereinafter SWIPCO) with its office in Atlantic, Iowa and Pottawattamie County (hereinafter County).

WHEREAS, SWIPCO has been approved by County, a participant in Transit Region 13, to establish a regional transit system according to Iowa Administrative Code 761, Chapter 910, Public Transit Division; and

WHEREAS, County is desirous of operating a rural transit system for the general public, and has delegated its authority regarding actual operation of said system to SWIPCO.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree and contract as follows:

1. The purpose of this Agreement is to provide for the operation of a rural transit system for use by the general public within the designated geographical area with each party to this Agreement assuming their respective responsibilities determined by this Agreement.
2. This Agreement is subject to the conditions expressed in the annual agreement between SWIPCO and the Iowa Department of Transportation, Office of Public Transit, for the operation of a Regional Transit Authority with SWIPCO as Transit Director.
3. SWIPCO shall serve as Transit Director and shall have general authority and responsibility for operation of the rural transit system unless otherwise provided in this Agreement. Said responsibility and authority shall include, but not be limited to:
 - a. Operation of any vehicle under this program, including collection of the established fee per Rider for use of the vehicle.
 - b. Supervision of persons employed to operate any vehicle under this program.
 - c. Maintenance and insurance of any vehicle operated under this program.
 - d. Maintenance of the books and records regarding local operation of this rural transit system.
 - e. Establishment of the general operational budget on an annual basis.
4. County shall be a participant in the operation of this rural transit system under the general direction of SWIPCO as provided above, and shall:
 - a. Contribute **\$6,000.00** to the operation of this project, billable on July 1, 2021. In the event County contributes any motor vehicle, the County shall maintain title to said motor vehicle.
 - b. Provide for a member of the Transit Advisory Committee and may form a County Transit Advisory Committee, as needed.
5. All fees collected from the operation of this rural transit system shall be entered into the SWIPCO account and used for the operation of this program.
6. All users of this transit system shall pay an established fee in cash or check. Rules for the public use of the rural transit system shall be established by SWIPCO

7. All parties to this Agreement shall fulfill their responsibilities and said service shall be administered in conformance with the goals and objectives of the regional and state transit plans. All parties shall cooperate in and operate services for the eight (8) counties of Transit Region 13, including operation of the integrated transit system described in Iowa Administrative Code 761, Chapter 910, "Public Transit Division."
8. SWIPCO shall have the power as Transit Director to withhold all funds from any other party to this Agreement when it is determined by SWIPCO or the Iowa Department of Transportation that said other party is in substantial noncompliance with the conditions of this Agreement. Or, at the election of SWIPCO, SWIPCO may terminate said Agreement upon thirty (30) days written notice to the party in substantial noncompliance.
9. This Agreement shall only be modified or amended by written agreement of all parties hereto; and this Agreement may be extended from year to year by the written agreement of the parties hereto, subject to review by the Iowa Department of Transportation.
10. Any other provision of the Agreement notwithstanding, this Agreement may be terminated upon thirty (30) days written notice of termination by the terminating party upon all other parties to the Agreement and all unused funds returned to participating parties upon termination.
11. It shall be a material and substantial condition of this Agreement that this Agreement shall be effective only as long as project funding is available from the Iowa Department of Transportation or such other funding sources as may be agreed upon between the parties of this Agreement as an amendment to this Agreement.
12. No member, officer, or employee of SWIPCO or of the County during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof.
13. No party to this Agreement shall discriminate against any qualifying rider on the grounds of race, religion, sex, age, color, handicap, or national origin; and the parties to this Agreement shall, as applicable, be subject to the six (6) nondiscrimination clauses attached hereto as "Attachment A," by this reference incorporated herein and, as applicable, be observed.
14. This Agreement expresses the entire agreement between the parties hereto. No representatives, promises, or warranties have been made by any of the parties that are not fully expressed herein concerning this project.
15. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would otherwise conform to the terms and requirements of applicable law and the intentions of the parties.
16. All words used herein the singular form shall, as the context requires to achieve the intentions of this Agreement, extend to and include the plural. All words used herein the plural form shall, as the context requires to achieve the intentions of the Agreement, extend to and include the singular. All words used in any gender shall, as the context requires, extend to and include all genders.

This Agreement shall be effective from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this ____ day of _____, 2021.

Southwest Iowa Planning Council

Pottawattamie County Board of Supervisors



Title: Executive Director

Title: Pottawattamie County Board Chair

**11:00 A.M. – Mark Shoemaker/Director, Conservation
and Matt Wilber/County Attorney –**

Public Hearing on INTENT TO COMMENCE A PUBLIC
IMPROVEMENT PROJECT TO CONSTRUCT AN
EXTENSION OF THE POTTAWATTAMIE COUNTY
RAILROAD HIGHWAY TRAIL AND TO ACQUIRE
PROPERTY FOR THE PROJECT

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
TO CONSTRUCT AN EXTENSION OF THE POTTAWATTAMIE COUNTY RAILROAD
HIGHWAY TRAIL AND TO ACQUIRE PROPERTY FOR THE PROJECT**

A governmental body which proposes to acquire property under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all property owners whose properties may be acquired in whole or in part for the project. (See Sections 6B.2A and 6B.2B of the Iowa Code)

1. DESCRIPTION OF THE PROJECT; INTENDED USE OF PRIVATE PROPERTY TO BE ACQUIRED.

NOTICE IS HEREBY GIVEN to the above-identified property owners that Pottawattamie County, Iowa will consider authorizing the acquisition of property to construct the Railroad Highway Trail. The project will consist of the extension of the recreational trail which presently exists from the Smith Wildlife Preserve to Weston. Properties acquired for the project will be used for recreational trail construction.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If acquisition of property for the above-described project is approved by the Board of Supervisors, properties or portions of properties owned by private persons or corporations may have to be acquired for the project. Pottawattamie County will attempt to purchase the required property by good faith negotiations, and it may condemn those properties, which it is unable to purchase. The proposed location of the above-described public improvement is shown on a conceptual drawing, which will be available in the office of the Pottawattamie County Conservation Department and is available for public inspection.

3. POTTAWATTAMIE COUNTY'S PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; POTTAWATTAMIE COUNTY'S ACTION REQUIRED TO PROCEED WITH THE PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

Pottawattamie County has approved a recreational trail project which would authorize the construction of a trail along Railroad Highway in Pottawattamie County from Council Bluffs to Neola. A portion of that trail has been constructed from the Smith Wildlife Preserve to Weston. Additional property between Railroad Highway and the existing railroad line belonging to the Burlington Northern – Santa Fe Railroad (BNSF) will need to be acquired to extend the existing recreational trail further to the north. County staff has analyzed conceptual design options for how to proceed with this project. The studies and planning have reached the point where conceptual designs now indicate that certain property may need to be acquired.

In making the decision to proceed with the above-described project and to acquire property and property interests, Pottawattamie County is required to hold a **public hearing**, giving persons interested in the proposed project the opportunity to present their views regarding the project, and regarding the proposed acquisition of property for the project. The public hearing on the project will be held on the 8th day of June, 2021, in the Hearing Room of the Board of Supervisors, Pottawattamie County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 11:00 a.m. In order to proceed with the above-described project and commence the acquisition of property for the project, the Board of Supervisors will be required to approve the project and authorize acquisition of private property for the project by Board of Supervisors resolution.

If the project is approved by the Board of Supervisors, the compensation to be paid for property interests that are needed for the project will be determined. Pottawattamie County will offer no less than the appraised value and will attempt to purchase the needed property by good faith negotiations. If Pottawattamie County is unable to acquire properties needed for the project by negotiation, Pottawattamie County will acquire those properties by condemnation.

4. STATUS OF PROJECT PLANNING.

The construction of the above-described project is proposed to be funded in Fiscal Year 2021 and 2022.

5. STATEMENT OF RIGHTS

Just as the law grants certain entities the right to acquire private property, you, as the owner of property, have certain rights. You have the right to:

- (a) Receive just compensation for the taking of property. (Iowa Const., Article I, Section 18)
- (b) An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B.54)
- (c) Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code § 6B.45)
- (d) When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code § 6B.54)
- (e) Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code § 6B.3(1))
- (f) If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation committee and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- (g) A review by the compensation committee of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- (h) Payment of the agreed-upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- (i) Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- (j) Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- (k) At least ninety (90) days written notice to vacate occupied property. (Iowa Code § 6B.54(4))
- (l) Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of payments. (Iowa Code 316.9)

This Notice is given by authority of Pottawattamie County, Iowa. If you have any questions about the public improvement detailed above, please contact:

Mark Shoemaker, Conservation Director
Pottawattamie County Conservation
227 South 6th Street, Council Bluffs, IA 51503
Telephone: 712-328-5638

Received/Filed

Fee Book (05/01/2021 - 05/31/2021)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #05/01/2021# AND {FMXFUS01_RPT_POTT.TndrDate} <= #05/31/2021#

	<u>Count</u>	<u>Total Fund Amount</u>
Recording Fees		
RMA	1474	\$1,476.00
E-Commerce	1474	\$1,476.00
Audit	371	\$1,955.00
Recording	1474	\$36,700.00
County Transfer Tax	243	\$14,183.01
State Transfer Tax	243	\$68,038.59
Photo Copies	25	\$262.00
Total For Recording Fees	5304	\$124,090.60
Other Fees		
COUNTY PASSPORT POSTAGE FUND	41	\$5,552.70
Total For Other Fees	41	\$5,552.70
Boats		
Boat Writing	20	\$246.25
Boat State	20	\$2,503.35
Boat Title County	17	\$290.00
Boat Title State	17	\$377.00
Boat Liens State	10	\$78.00
Use Tax	18	\$48,578.30
Boat Lien County	10	\$60.00
Road Pass	17	\$2,100.00
DNR Postage	12	\$22.00
Total For Boats	141	\$54,254.90
ELSI		
ELSI Couny	38	\$473.75
ELSI State	19	\$1,891.00
Total For ELSI	57	\$2,364.75
Vitals		
Cert Copy County	58	\$2,112.00
Cert Copy State	58	\$5,808.00
Marriage County	61	\$244.00
Marriage State	61	\$1,891.00
Total For Vitals	238	\$10,055.00
Collected Total:		\$196,317.95
Charged Total:		\$35.00
Grand Total:		\$196,352.95

Recorder

MR #	40536	May-21		ck# 5207	\$65,386.71
Amount	Account #	Account Name			
\$2,356.00	0001-1-07-8110-413000-000	Vital Records			
\$1,476.00	0024-1-07-8110-400001-000	RMA			
\$473.75	0001-1-07-8110-409000-000	ELSI			
\$14,183.01	0001-1-07-8110-404000-000	Transfer Tax			
\$36,962.00	0001-1-07-8110-400000-000	Office Fees			
\$1,955.00	0001-1-07-8110-410000-000	Auditor Fees			
\$246.25	0001-1-07-8110-402000-000	Boat Writing Fee			
\$60.00	0001-1-07-8110-402000-000	Boat Liens			
\$5,552.70	0001-1-07-8110-414000-000	Passports			
\$22.00	0001-1-07-8110-415000-000	DNR Boat Postage			
\$2,100.00	0001-1-07-8110-407000-000	ATV ROADPASS			
\$65,386.71	Total		Checks prepared by: M.H.	Signed by: M.A.B.	

Lynn Herington, Deputy

Closed Session