

Consent Agenda

July 27, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members, except Supervisor Schultz present with Supervisor Grobe appearing via teleconference. 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. July 20, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Shea, to open Public Hearing on disposal of county-owned property under Iowa Code Section 331.361, legally described as: Lot 2 and the South 2 feet of Lot 1, Block 12 of Jacksons Addition, all located in Council Bluffs, Pottawattamie County, Iowa (commonly referred to as 706 South 3rd Street).

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

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

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

Motion by Wichman, second by Shea, to approve and authorize Board to sign Resolution No. 72-2021 to authorize disposal of county-owned property under Iowa Code Section 331.361, legally described as: Lot 2 and the South 2 feet of Lot 1, Block 12 of Jacksons Addition, all located in Council Bluffs, Pottawattamie County, Iowa (commonly referred to as 706 South 3rd Street).

RESOLUTION NO. 72-2021

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

WHEREAS, the Board of Supervisors has provided legal notice of and set a public hearing for the disposal of an interest in county-owned property described below; and

WHEREAS, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of certain county-owned property and to allow the property to be transferred; and

WHEREAS, on March 18, 2021, Pottawattamie County, Iowa acquired the property by tax sale deed; and

WHEREAS, the Pottawattamie County Development Corporation d/b/a The 712 Initiative has expressed interest in obtaining title and ownership of said property from Pottawattamie County, Iowa, for rehabilitation of the property and creation of owner-occupied housing; and

WHEREAS, the assessed value of said property in 2019 was found to be \$46,829 and the 712 Initiative is willing to purchase said property for that sum with a forgivable promissory note.

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa’s interest in the property commonly referred to as 706 South 3rd Street, and legally described as follows:

Lot 2 and the South 2 feet of Lot 1, Block 12 of Jacksons Addition, all located in Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED that the County Auditor be and is hereby authorized, empowered and directed to cause a Quit Claim Deed to be prepared, duly executed, and recorded along with this Resolution and the Proof of Publication of the “Notice of Public Hearing”.

Dated this 27th Day of July, 2021.

ROLL CALL VOTE

AYE	NAY	ABSTAIN	ABSENT
○	○	○	○

Scott A. Belt, Chairman

_____	○	○	○	○
Tim Wichman				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				
_____	○	○	○	○
Brian Shea				

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion made by Shea, second by Wichman, to open Public Hearing on disposal of county-owned property under Iowa Code Section 331.361, legally described as: Lot 7 and the East 13 1/3’ of Lot 8, Block 5 of Squires Addition, all located in Council Bluffs, Pottawattamie County, Iowa (commonly referred to as 2117 5th Avenue).

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

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

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

Motion by Wichman, second by Shea, to approve and authorizing Board to sign **Resolution No. 73-2021** to authorize disposal of county-owned property under Iowa Code Section 331.361, legally described as: Lot 7 and the East 13 1/3’ of Lot 8, Block 5 of Squires Addition, all located in Council Bluffs, Pottawattamie County, Iowa (commonly referred to as 2117 5th Avenue);

RESOLUTION NO. 73-2021

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

WHEREAS, the Board of Supervisors has provided legal notice of and set a public hearing for the disposal of an interest in county-owned property described below; and

WHEREAS, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of certain county-owned property and to allow the property to be transferred; and

WHEREAS, on March 18, 2021, Pottawattamie County, Iowa acquired the property by tax sale deed; and

WHEREAS, the Pottawattamie County Development Corporation d/b/a The 712 Initiative has expressed interest in obtaining title and ownership of said property from Pottawattamie County, Iowa, for rehabilitation of the property and creation of owner-occupied housing; and

WHEREAS, the assessed value of said property in 2019 was found to be \$23,200 and the 712 Initiative is willing to purchase said property for that sum with a forgivable promissory note.

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa’s interest in the property commonly referred to as 2117 5th Avenue, and legally described as follows:

Lot 7 and the East 13 1/3’ of Lot 8, Block 5 of Squires Addition, all located in Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED that the County Auditor be and is hereby authorized, empowered and directed to cause a Quit Claim Deed to be prepared, duly executed, and recorded along with this Resolution and the Proof of Publication of the “Notice of Public Hearing”.

Dated this 27th Day of July, 2021.

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

Motion made by Shea, second by Wichman, to approve and authorize Chairman to sign CDBG contract extension letter addressed to the Iowa Economic Development Authority. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve tax suspension pursuant to Iowa Code Section 427.9, for property located at 2809 Summner Dr, Council Bluffs, Iowa. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve Application for Use of Pottawattamie County Grounds for the Bible Reading Marathon on September 9th -11th. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Wichman, to approve Sheriff’s Office Expansion Project COR-001, Change from Trusses to Beams. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve Courthouse Addition Project CRC 002 – Master Schedule Modifications. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve Final plat of Bond Subdivision, a subdivision situated in Lewis Township; and sign **Planning and Zoning Resolution 2021-02**.

**PLANNING AND ZONING
RESOLUTION NO. 2021-02**

WHEREAS, this Board had approved the preliminary plat of **Bond Subdivision**, a residential subdivision situated in **Lewis Township**, by approval of Planning and Zoning Resolution No. **2021-01**, dated **July 13, 2021**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2021-01**; and

WHEREAS, this Board has examined the final plat and has found it is in substantial compliance with the approved preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Bond Subdivision**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

Dated this 27th Day of July, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

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

3. OTHER BUSINESS

Motion made by Wichman, second by Shea, to approve and authorize Chairman to sign contract between MAPA and Pottawattamie County GIS for FY22 GIS Activities. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 74-2021** entitled: RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF.

RESOLUTION NO. 74-2021

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the Board of Supervisors of Pottawattamie County, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2018, in the aggregate principal amount of \$5,260,000 (the "Series 2018 Notes"), for costs of:

- a) equipping public buildings with computers and software from the Zuercher Suite pertaining to document management, storage and retrieval, in an amount not to exceed \$550,000;
- b) peace officer communication equipment and other emergency services communication equipment and system provided in the Zuercher Suite, radio upgrades and improvements to the Carson Tower, in an amount not to exceed \$1,300,000;
- c) equipping, remodeling and reconstruction of the Sheriff's Department and the Jail, in an amount not to exceed \$520,000;
- d) works and facilities useful for the collection and disposal of solid waste, including vehicles and buildings used for recycling, in an amount not to exceed \$370,000;
- e) equipping of public buildings including the digitalization of records in the County Recorder's office, in an amount not to exceed \$120,000;
- f) equipping, remodeling and reconstructing the Courthouse basement, in an amount not to exceed \$300,000;
- g) equipping, remodeling and reconstructing the first floor of the Courthouse, in an amount not to exceed \$900,000;
- h) architectural and engineering studies, plans and designs for the future equipping, remodeling, reconstruction and extension of the current Law Enforcement Center building, in an amount not to exceed \$900,000;
- i) vehicles for the Sheriff's Department; and

WHEREAS, certain proceeds of the Series 2018 Notes remain unspent, and County staff has recommended that not to exceed \$389,021.42 of such unspent proceeds originally related to the Series 2018 Notes (hereinafter referred to as the "Unspent Proceeds") be applied for the equipping, remodeling, or reconstruction of public buildings; and

WHEREAS, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 331.301(5) of the Code of Iowa, that the procedure set forth in Section 331.443 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the equipping, remodeling, or reconstruction of public buildings.

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 10:00 A.M., on the 10th day of August, 2021, for the purpose of taking action on the matter of the proposed reallocation of certain Unspent Proceeds of the Series 2018 Notes to provide funds for paying costs of the equipping, remodeling, or reconstruction of public buildings.

Section 2. That the Auditor is hereby directed to cause one publication to be made of notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than ten nor more than twenty clear days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(To be published on or before: August 6, 2021)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, OF POTTAWATTAMIE COUNTY, IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 10th day of August, 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 reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2018 (the "Series 2018 Notes") of Pottawattamie County, Iowa, in the aggregate amount of not to exceed \$389,021.42, in order to provide funds to pay costs of the equipping, remodeling, or reconstruction of public buildings.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2018 Notes for the above purposes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.301(5) and 331.443 of the Code of Iowa, as amended.

Dated this 27th day of July, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

Dated this 27th Day of July, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

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

4. RECEIVED/FILED

A. Salary Actions

- 1) Planning – Payroll Status Change for Matthew Wyant, Deborah Miller
- 2) Juvenile Detention – Payroll Status Change for Zachary Matthews, Logan Pruitt as Part-Time Youth Corrections Worker
- 3) Conservation – Payroll Status Change for Sarah Fleenor, Ashley Jonas
- 4) Attorney – Payroll Status Change for Patrick Eppler, Dawn Brockman
- 5) EMA – Payroll Status Change for Douglas Reed
- 6) Conservation – Employment of Dana Kruse as Volunteer and Facilities Coordinator.

5. ADJOURN

Motion by Wichman, second by Shea, to adjourn meeting. UNANIMOUS VOTE. Motion Carried. THE BOARD ADJOURNED SUBJECT TO CALL AT 11:21 A.M.

Scott A. Belt, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: August 3, 2021
PUBLISH: X

Scheduled Sessions

John Rasmussen/County Engineer

**Discussion John Rasmussen/County
Engineer – Discussion and/or decision to
approve and authorize Resolution No.
82-2021 entitled: RESOLUTION
AWARDING CONTRACT FOR PROJECT
NUMBER STBG-SWAP-C078(204)—FG-78
IN POTTAWATTAMIE COUNTY, IOWA,
AND AUTHORIZING POTTAWATTAMIE
COUNTY ENGINEER TO EXECUTE
CONTRACT**

RESOLUTION NO. 82-2021

**RESOLUTION AWARDING CONTRACT FOR PROJECT NUMBER
STBG-SWAP-CO78(204)—FG-78
IN POTTAWATTAMIE COUNTY, IOWA, AND AUTHORIZING
POTTAWATTAMIE COUNTY ENGINEER TO EXECUTE CONTRACT**

WHEREAS, the Pottawattamie County construction project identified as Project Number **STBG-SWAP-CO78(204)—FG-78** (hereinafter “Project”) was let by Iowa DOT on July 20, 2021; and

WHEREAS, the Pottawattamie County Board of Supervisors has determined that Western Engineering Co., Inc. of Harlan, Iowa is the responsible bidder submitting the lowest responsive bid (hereinafter “Low Bidder”) for the Project; and,

WHEREAS, the Pottawattamie County Board of Supervisors desires to award the contract for the Project to the above stated Low Bidder; and,

WHEREAS, construction contracts for projects let through the Iowa DOT must be signed digitally utilizing Doc Express; and,

WHEREAS, delegating the digital signature process to the Pottawattamie County Engineer will facilitate the Project by reducing the overall turn-around time for execution of the construction contract.

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

1. The contract for Project Number **STBG-SWAP-CO78(204)—FG-78** is awarded to Western Engineering Co., Inc., the Low Bidder of \$6,007,811.67.
2. The Pottawattamie County Engineer is authorized to digitally sign the contract documents for the Project.

Dated this 3rd day of August, 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"/>
_____ Brian Shea	<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"/>

ATTEST: _____
Melvyn Houser, County Auditor

RECOMMENDED: _____
John Rasmussen, Engineer

Don Gross and/or Ryan Ossell, MAPA

Discussion and/or decision to approve and authorize Board to sign Resolution No. 80-2021 approving the selection of a contractor for Demo of HMGP acquisition properties.

RESOLUTION NO. 80-2021

**Hazard Mitigation Property Acquisition
Asbestos Abatement and Demolition of Flood Damaged Properties
in Pottawattamie County, Iowa**

WHEREAS, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its Hazard Mitigation Property Acquisition Program for funding of demolition work. Funding may be anticipated from FEMA, the State of Iowa, and the County. The exact work for which the County is seeking competitive bids is described at Special Terms and Conditions, A. Scope of Work, Request for Bids for Asbestos Abatement and Demolitions, and

WHEREAS, Request for Bids were sent to various demolition contractors, and

WHEREAS, Notice to Bidders was published in the Council Bluffs Nonpareil on June 25th, 2021.

WHEREAS, said bids were required to be submitted to Pottawattamie County, Iowa, on or before July 23rd, 2021, and

WHEREAS, Pottawattamie County received 3 bids, and have opened said bids at the Pottawattamie County Planning Department Offices on July 23rd, 2021, and

WHEREAS, the County has determined that Larson Backhoe Services, Inc. has submitted the lowest bid, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERIORS OF POTTAWATTAMIE COUNTY, IOWA that the contract to perform the said Asbestos Abatement and Demolition Work is hereby awarded to Larson Backhoe Services, Inc. in the total amount of \$142,800.00, and that the Chairman is authorized to execute said Contract by signing the Letter of Engagement with this contractor.

Dated this 3rd Day of August, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Larson Backhoe Services, Inc.
1318 Avenue K
Council Bluffs, IA 51501

OWNER:

(Name, legal status and address)
County of Pottawattamie, Iowa
227 South 6th Street
Council Bluffs, IA 51501

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Hazard Mitigation Property Demolitions, Pottawattamie County Iowa

SURETY:

(Name, legal status and principal place
of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

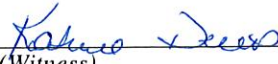
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2021


(Witness)


(Witness)

Larson Backhoe Services, Inc. _____
(Principal) (Seal)

(Title),
Old Republic Surety Company
(Surety) (Seal)


(Title) Nicole M. Coty Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: NICOLE M COTY, STACY R. GRUBA, ELIZABETH ENCINAS, PEGGY A. PIERSKALLA, STEFANI L. BAUN, BRIANNE KEEHAN, JASON C. RICHMOND, ERIN J. POHLMAN, JACQUELINE RILEY, AMANDA PLANTENBERG, NICOLE M SAJI, JESSICA A. OLSON of MENDOTA HEIGHTS, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of July, 2021.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

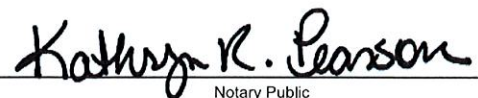



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0171



Signed and sealed at the City of Brookfield, WI this 23rd day of July, 2021.


Assistant Secretary

ORSC 22262 (3-06)

NORTH RISK PARTNERS LLC

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Pottawattamie

On the 23 day of July, 2021, before me personally appeared, Glen Vanderpool to me, who being duly sworn, did depose and say: that s/he resides in Iowa that s/he is the President of the Larson Backhoe Services, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)



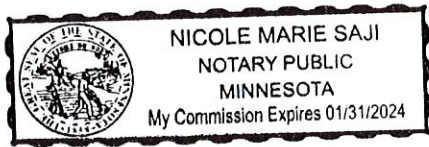
Anne Snodgrass
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 23rd day of July, 2021 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Old Republic Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



Nicole Marie Saji
Notary Public



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309
Phone: 515-242-5871 | FAX: 515-725-2427

www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:
04/09/2021

DATE EXPIRES:
05/09/2022

REGISTRATION NUMBER:
C136347

LARSON BACKHOE SERVICES INC
1318 AVE K ST E SUITE B
COUNCIL BLUFFS, IA 51501

A handwritten signature in black ink that reads "Rod A. Roberts". The signature is written in a cursive style.

Rod A. Roberts, Labor Commissioner

EXHIBIT C - BID TABULATIONS

Having examined the foregoing specifications, all related documents and the sites of the proposed work, and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents (including ACM removal), of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the County and to fully complete the work in the contractual period of time allotted. Any changes in the Scope of Work will take the form of written amendment(s). The estimated properties outlined below may not reflect the number of properties that will be moved as a part of this contract. The Contractor acknowledges that no representation or guarantee is made by the County or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The Contractor shall pay all tipping fees and disposal costs, which shall be included in the unit prices submitted on this form.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

	<u>Address</u>	<u>ACM Present</u>	<u>Amount per Housing Unit</u>
1.	14482 Jet Lane	None	\$ <u>17850⁰⁰</u>
2.	25834 Meadowlark Loop	None	\$ <u>17850⁰⁰</u>
3.	26659 Meadowlark Loop	Positive	\$ <u>17850⁰⁰</u>
4.	20970 River Road	None	\$ <u>17850⁰⁰</u>
5.	26888 145th Street	Positive	\$ <u>17850⁰⁰</u>
6.	27233 145 th Street	None	\$ <u>17850⁰⁰</u>
7.	27377 145 th Street	Positive	\$ <u>17850⁰⁰</u>
8.	27265 145 Street	Positive	\$ <u>17850⁰⁰</u>
Total:			\$ <u>142800⁰⁰</u>

List amounts per housing units shall include all costs associated with ACM removal, demolition and disposal, permitting, etc.

Preparer's Signature:  Date: 7/23/21

Attached a brief narrative in response to the following questions:

1. Listing of residential demolitions including a list demolition projects completed in the last two years;
2. Name of asbestos abatement contract include Iowa license;
3. List of any State or Federal citations or fines in the last 12 months;
4. Provide two references;
5. Provide a copy of Iowa Contractor's License (Prior to Contract execution, Contractor must obtain a Iowa Contractor's License.); and
6. Include Bid Bond with Bid.

1427 2nd Ave. CB,
215 13th Ave CB.

McGill Asbestos Abatement LLC
402-731-7171

City of Council Bluffs - Brad - 402-619-403
City of Council Bluffs - Dave - 402-957-3263

EXHIBIT D - SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full. Our bid, consisting of the sum total of the tabulated amounts submitted for each site, is not to exceed \$ 178,500⁰⁰ x 8 = 1,428,000⁰⁰

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: Larson Backhoe Service INC.
Address: 1318 Ave 1c Courier Bluffs
County: Scott State: IA Zip: 51801

Attach Firm's Iowa Contractor's License.

Authorized Representative (print name and title): Glen Vanderpool CEO

Authorized Representative's Signature: [Signature]

Date Signed: 7/24/21

Larry
larsonbackhoe@
gmail.
com

Email: larsonbackhoeservice@gmail.com Phone: 402 990 8671 Fax: _____

Exceptions/deviations to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions". No

FIRM PRICING. Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract. **Any changes in the Scope of Work will take the form of written amendments.**

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number 1 Date 6 30 21

Addenda Number _____ Date _____

EXHIBIT E - DRAFT LETTER OF AGREEMENT

Project - Hazard Mitigation Property ACM Removal and Demolition

For the Pottawattamie County, Iowa

Contractor:
Address:
Phone/Email:

THIS AGREEMENT, entered into this ____ day of _____, 2021, is by and between the Pottawattamie County, Iowa, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WHEREAS, the County requires ACM abatement, dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof.

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

Attached hereto are the following, Request for Sealed Bids, Instruction to Bidders and General Terms and Conditions, Insurance and Bonding Requirements, Bid Tabulations, and Signature Page, all of which constitute a part of this Agreement and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of the County.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for ACM abatement, demolition removal work including basement foundation; debris disposal; furnishing and placing backfill; site clearance; all permits, licenses, inspections, water and sewer disconnections; complying with all laws, rules, regulations, and ordinances, including safety; and furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on _____, 2021, from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$_____

Term

The term of this Agreement is two years from the foregoing date. The Agreement may be extended as agreed by written mutual consent of the County and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the County and shall be completed within 70 days of the issuance of Notice to Proceed.

The Contractor shall not begin work on the demolition project until after this Agreement is signed by the Contractor and County and a completely executed copy has been returned to the Contractor with Notice to Proceed.

Payment

Payment will be made to the Contractor within forty five (45) days after the completion and approval thereof by the County Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this Agreement shall be agreed to in writing.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the County's Agreements relating to the project include certain provisions.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by County to Contractor, then the County may take any one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the County hereunder, or obtain damages caused to the County by any such default;
2. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
3. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
4. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or
5. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that County prevails against the Contractor in a suit or other enforcement action hereunder, the Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the County.

- B. Termination for Cause. The County may terminate this Agreement as set out in Section A.
- C. Termination for Convenience. The County may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.
- D. Contractor shall comply with the provisions of "Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards" attached as Attachment A.
- E. Access to Documents. Contractor shall exercise best efforts to maintain communication with the County's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, the Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to the County, the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the County, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the County's use of such documents on other projects.
- F. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
- G. Insurance Requirements. The Contractor, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Contractor's obligations and activities.
 - 1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
 - 2. Automobile Liability Insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall

include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.

3. General Liability Insurance with limits of liability of at least \$1,000,000 per occurrence for bodily injury and property damage. As a minimum, coverage for premises, operations, products and completed operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
4. Certificate of Insurance Requirements. The Pottawattamie County, its officers and employees shall be designated as additional insured's. The minimum limits of liability coverage required by the County are \$1,000,000 for each of the following types: General Liability Coverage, Automobile Liability Insurance, and Worker's Compensation and Employer's Liability.

The following address must appear in the Certificate Holder section: County of Pottawattamie County, 614 Dr. Van Zee Rd., Pottawattamie County, IA 51560. Certificates may be sent by email, fax, mail, or delivery. The Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

H. Bid Bonding Requirements. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified. The County agrees to release this bond upon Agreement execution.

- I. Additional Bonding Requirements. The County hereby acknowledges receipt of the following:
 1. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with an Agreement to secure fulfillment of all the Contractor's obligations under such Agreement.
 2. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with an Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

EXHIBIT F – ASBESTOS PROPERTY REPORTS

26659 Meadowlark Loop

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (orange peel)	Main Floor – Master Bedroom, Restroom, Living Room	1,300 SF	2% Chrysotile
CTXT-03, 04	Ceiling Texture (rigid)	Main Floor – Kitchen and Dining Room	600 SF	3% Chrysotile
WG-1	Window Glazing	Basement Windows	4 windows	3% Chrysotile

26888 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Duct Risers	15 SF	40% Chrysotile

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

27377 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02, 03	Ceiling Texture (ridged)	Main Floor – Throughout	1,750 SF	2-3% Chrysotile
DW-01, 02-Joint Compound	Joint Compound	Main Floor – Throughout	4,200 SF	2% Chrysotile
DW-01, 02-Texture	Wall Texture	Main Floor – Throughout	4,200 SF	2% Chrysotile

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Throughout	50 SF	40% Chrysotile 10% Crocidolite
ADH-01, 02	Wall Adhesive (grey and black)	Basement	55 LF	6% Chrysotile
T-1	Tar (black)	Basement Wall to Ground	20 LF	20% Chrysotile

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (rigid)	Dining and Fireplace Rooms	900 SF	4% Chrysotile
CTXT-03, 04	Ceiling Texture (popcorn)	Living Room and Bathroom	400 SF	4% Chrysotile
WG-02	Window Glazing	Garage	6 windows	4% Chrysotile
VERM-0	Vermiculite Insulation	Attic	2,100 SF	10% Actinolite
TRAN-01	Transite Pipe	Basement to Roof	30 LF	20% Chrysotile 20% Crocidolite

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

APPROVED BY:

CONTRACTOR

Date

Attested by

Date

POTTAWATTAMIE COUNTY

Date

Attested by

Date



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cox Contracting Co. Inc.
16419 Franklin Ave.
Council Bluffs, IA 51503

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Pottawattamie County Board of Supervisors
614 Dr. Van Zee Road
Pottawattamie County, IA 51560

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Hazard Mitigation Property Demolition Pott County, IA - 8 properties

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **July, 2021**

Alesha Norman
(Witness)

Kara Stege
(Witness)

Cox Contracting Co. Inc.

(Principal)

Kathy G. Cox - President (Seal)

(Title)

Hudson Insurance Company

(Surety)

Jacob J. Buss (Seal)
(Title) **Jacob J. Buss, Attorney-in-Fact**

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Thomas L. King, Tamala J. Hurlbut, Seth Weedn

of the state of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 8th day of September, 20 20 at New York, New York.



Dina Daskalakis

Attest
Dina Daskalakis, Corporate Secretary

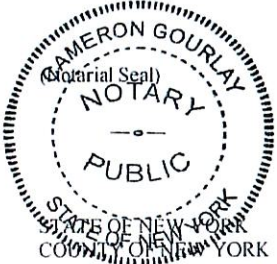
HUDSON INSURANCE COMPANY

By *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 8th day of September, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022



STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 23rd day of July, 20 21



By *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309
Phone: 515-242-5871 | FAX: 515-725-2427
www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:
04/02/2020

DATE EXPIRES:
03/29/2021

REGISTRATION NUMBER:
C112830

COX CONTRACTING CO INC
16419 FRANKLIN AVE
COUNCIL BLUFFS, IA 51503

A handwritten signature in cursive script that reads "Rod A. Roberts".

Rod A. Roberts, Labor Commissioner

October 18, 2021
EXPIRES

State of Iowa

2986
PERMIT NUMBER

IOWA
WORKFORCE
DEVELOPMENT
Smart. Results.

Division of Labor

150 DES MOINES STREET
DES MOINES, IOWA 50319-0209
515-281-6175

ASBESTOS CONTRACTOR PERMIT

THIS CERTIFIES THAT

ABC ABATEMENT COMPANY

IS A BUSINESS ENTITY APPROVED TO REMOVE/ENCAPSULATE ASBESTOS
IN THE STATE OF IOWA UNDER CHAPTER 88b, IOWA CODE

October 5, 2020
DATE ISSUED

Rod A. Roberts
ROD A. ROBERTS, LABOR COMMISSIONER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Davis Insurance, Inc an ISU Network Member 532 First Avenue P O Box 528 Council Bluffs IA 51503	CONTACT NAME: Kim Arfman PHONE (A/C, No, Ext): (712) 322-1600 E-MAIL ADDRESS: kim@smithdavisins.com	FAX (A/C, No): (712) 322-9204
	INSURER(S) AFFORDING COVERAGE	
INSURED Cox Contracting Co., Inc. 16419 Franklin Avenue Council Bluffs IA 51503	INSURER A: Gemini Ins Co (CA) / R-T Specialty LLC INSURER B: Progressive Northern Insurance INSURER C: Princeton Excess & Surplus Lines Ins/R-T Specialty, LLC INSURER D: American Interstate Ins Co / Harper Insurance INSURER E: INSURER F:	
	NAIC # Gemi 38628	

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		VGGP006044	07/11/2021	07/11/2022	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					\$ 1,000,000
	<input checked="" type="checkbox"/> Primary & Non-Contributory					DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$ 100,000
	OTHER:					MED EXP (Any one person)
						\$ 5,000
						PERSONAL & ADV INJURY
						\$ 1,000,000
						GENERAL AGGREGATE
						\$ 2,000,000
						PRODUCTS - COMP/OP AGG
						\$ 2,000,000
						B/IPD Deductible
						\$ 2,500
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		03154743-7	06/11/2021	06/11/2022	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					\$ 1,000,000
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					\$
						BODILY INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per accident)
						\$
						Underinsured motorist
						\$ 1,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		82A3FF0003156-00	07/11/2021	07/11/2022	COMBINED SINGLE LIMIT
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					\$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					EACH OCCURRENCE
						\$ 4,000,000
						AGGREGATE
						\$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AVWCIA2902882020	07/11/2021	07/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				\$ 1,000,000
		N/A				E.L. DISEASE - EA EMPLOYEE
						\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT
						\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(Copy) of our Coverage... will issue new one if get CONTRACT.

CERTIFICATE HOLDER City of Council Bluffs Building Division 209 Pearl Council Bluffs IA 51503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

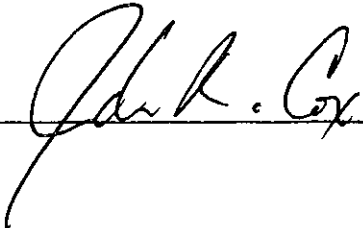
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EXHIBIT C - BID TABULATIONS

Having examined the foregoing specifications, all related documents and the sites of the proposed work, and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents (including ACM removal), of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the County and to fully complete the work in the contractual period of time allotted. Any changes in the Scope of Work will take the form of written amendment(s). The estimated properties outlined below may not reflect the number of properties that will be moved as a part of this contract. The Contractor acknowledges that no representation or guarantee is made by the County or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The Contractor shall pay all tipping fees and disposal costs, which shall be included in the unit prices submitted on this form.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

	<u>Address</u>	<u>ACM Present</u>	<u>Amount per Housing Unit</u>
1.	14482 Jet Lane	None	\$ <u>24,000.⁰⁰</u>
2.	25834 Meadowlark Loop	None	\$ <u>19,000.⁰⁰</u>
3.	26659 Meadowlark Loop	Positive	\$ <u>21,500.⁰⁰</u>
4.	20970 River Road	None	\$ <u>27,500.⁰⁰</u>
5.	26888 145th Street	Positive	\$ <u>12,500.⁰⁰</u>
6.	27233 145 th Street	None	\$ <u>15,500.⁰⁰</u>
7.	27377 145 th Street	Positive	\$ <u>30,000.⁰⁰</u>
8.	27265 145 Street	Positive	\$ <u>36,000.⁰⁰</u>
	Total:		\$ <u>191,000.⁰⁰</u>

List amounts per housing units shall include all costs associated with ACM removal, demolition and disposal, permitting, etc.

Preparer's Signature:  Date: 7/20/2021

Attached a brief narrative in response to the following questions:

1. Listing of residential demolitions including a list demolition projects completed in the last two years; *Included*
2. Name of asbestos abatement contract include Iowa license; *Included*
3. List of any State or Federal citations or fines in the last 12 months; *None*
4. Provide two references; *Included*
5. Provide a copy of Iowa Contractor's License (Prior to Contract execution, Contractor must obtain a Iowa Contractor's License.); and *Included*
6. Include Bid Bond with Bid. *Included*

EXHIBIT D - SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full. Our bid, consisting of the sum total of the tabulated amounts submitted for each site, is not to exceed \$ 191,000.00

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: COX Contracting Co. INC.
Address: 16419 Franklin Ave, Council Bluffs
County: Pottawattamie State: IOWA Zip: 51503
Attach Firm's Iowa Contractor's License. See Attached Sheet
Authorized Representative (print name and title): John R. Cox / V. President
Authorized Representative's Signature: John R. Cox

Date Signed: 7/20/2021

Email: coxcontracting@gwestoffice.net Phone: 712-322-3089 Fax: 712-322-1844

Exceptions/deviations to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions". _____

FIRM PRICING. Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract. Any changes in the Scope of Work will take the form of written amendments.

Check **ADDENDA** (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number 1 Date 7/20/21

Addenda Number _____ Date _____

EXHIBIT E - DRAFT LETTER OF AGREEMENT

Project - Hazard Mitigation Property ACM Removal and Demolition

For the Pottawattamie County, Iowa

Contractor:

Address:

Phone/Email:

THIS AGREEMENT, entered into this ____ day of _____, 2021, is by and between the Pottawattamie County, Iowa, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WHEREAS, the County requires ACM abatement, dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof.

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

Attached hereto are the following, Request for Sealed Bids, Instruction to Bidders and General Terms and Conditions, Insurance and Bonding Requirements, Bid Tabulations, and Signature Page, all of which constitute a part of this Agreement and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of the County.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for ACM abatement, demolition removal work including basement foundation; debris disposal; furnishing and placing backfill; site clearance; all permits, licenses, inspections, water and sewer disconnections; complying with all laws, rules, regulations, and ordinances, including safety; and furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on _____, 2021, from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$ _____

Term

The term of this Agreement is two years from the foregoing date. The Agreement may be extended as agreed by written mutual consent of the County and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the County and shall be completed within 70 days of the issuance of Notice to Proceed.

The Contractor shall not begin work on the demolition project until after this Agreement is signed by the Contractor and County and a completely executed copy has been returned to the Contractor with Notice to Proceed.

Payment

Payment will be made to the Contractor within forty five (45) days after the completion and approval thereof by the County Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this Agreement shall be agreed to in writing.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the County's Agreements relating to the project include certain provisions.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by County to Contractor, then the County may take any one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the County hereunder, or obtain damages caused to the County by any such default;
2. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
3. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
4. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or
5. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that County prevails against the Contractor in a suit or other enforcement action hereunder, the Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the County.

- B. Termination for Cause. The County may terminate this Agreement as set out in Section A.
- C. Termination for Convenience. The County may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.
- D. Contractor shall comply with the provisions of "Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards" attached as Attachment A.
- E. Access to Documents. Contractor shall exercise best efforts to maintain communication with the County's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, the Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to the County, the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the County, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the County's use of such documents on other projects.
- F. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
- G. Insurance Requirements. The Contractor, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Contractor's obligations and activities.
 - 1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
 - 2. Automobile Liability Insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall

include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.

3. General Liability Insurance with limits of liability of at least \$1,000,000 per occurrence for bodily injury and property damage. As a minimum, coverage for premises, operations, products and completed operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
4. Certificate of Insurance Requirements. The Pottawattamie County, its officers and employees shall be designated as additional insured's. The minimum limits of liability coverage required by the County are \$1,000,000 for each of the following types: General Liability Coverage, Automobile Liability Insurance, and Worker's Compensation and Employer's Liability.

The following address must appear in the Certificate Holder section: County of Pottawattamie County, 614 Dr. Van Zee Rd., Pottawattamie County, IA 51560. Certificates may be sent by email, fax, mail, or delivery. The Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

H. Bid Bonding Requirements. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified. The County agrees to release this bond upon Agreement execution.

- I. Additional Bonding Requirements. The County hereby acknowledges receipt of the following:
 1. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with an Agreement to secure fulfillment of all the Contractor's obligations under such Agreement.
 2. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with an Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

EXHIBIT F – ASBESTOS PROPERTY REPORTS

26659 Meadowlark Loop

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (orange peel)	Main Floor – Master Bedroom, Restroom, Living Room	1,300 SF	2% Chrysotile
CTXT-03, 04	Ceiling Texture (rigid)	Main Floor – Kitchen and Dining Room	600 SF	3% Chrysotile
WG-1	Window Glazing	Basement Windows	4 windows	3% Chrysotile

26888 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Duct Risers	15 SF	40% Chrysotile

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

27377 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02, 03	Ceiling Texture (ridged)	Main Floor – Throughout	1,750 SF	2-3% Chrysotile
DW-01, 02- Joint Compound	Joint Compound	Main Floor – Throughout	4,200 SF	2% Chrysotile
DW-01, 02- Texture	Wall Texture	Main Floor – Throughout	4,200 SF	2% Chrysotile

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Throughout	50 SF	40% Chrysotile 10% Crocidolite
ADH-01, 02	Wall Adhesive (grey and black)	Basement	55 LF	6% Chrysotile
T-1	Tar (black)	Basement Wall to Ground	20 LF	20% Chrysotile

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (rigid)	Dining and Fireplace Rooms	900 SF	4% Chrysotile
CTXT-03, 04	Ceiling Texture (popcorn)	Living Room and Bathroom	400 SF	4% Chrysotile
WG-02	Window Glazing	Garage	6 windows	4% Chrysotile
VERM-0	Vermiculite Insulation	Attic	2,100 SF	10% Actinolite
TRAN-01	Transite Pipe	Basement to Roof	30 LF	20% Chrysotile 20% Crocidolite

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

APPROVED BY:

CONTRACTOR

Date

Attested by

Date

POTTAWATTAMIE COUNTY

Date

Attested by

Date

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

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

Projects Completed

References

Last couple years

Name of Project/Job		Completion Date
4810 S 51st Street - Omaha complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	July 8, 2021
5105 N. 38th Street - Omaha complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	July 8, 2021
Edison Elementary Portables demolition	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Adam Sawyer 402-306-0656	July 7, 2021
3924 N. 26th Street - Omaha complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	May 25, 2021
6636 N. 31st Avenue - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	May 13, 2021
914 Avenue D - Council Bluffs Complete demolition	Rodney Fox 402-690-1496	May 11, 2021
7267 Pinkney Street - Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 8, 2021
Demolition and clearing of entire city block of 44th and Douglas - Omaha	Greg Coleman - ML Construction 7914 W. Dodge Road #426 - Omaha, NE 68114	March 23, 2021
3425 16th Avenue - Council Bluffs Complete demolition	Duke Rentals 3400 Nebraska Avenue - Council Bluffs, IA 51503 402-510-6841	March 9, 2021
3917 Binney Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 5, 2021
1100, 1009, 1000, 1023 & 1019 Main Street Complete demolitions	City of Hamburg P.O. Box 106 1201 Main Street - Hamburg, IA 51640 Alen Doval 712-382-1313	February 24, 2021
1221 S. 15th Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	February 12, 2021
1808 Corby Street - Omaha Complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	February 8, 2021
3326 N. 105th Plaza - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 29, 2021
1462 Wirt Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 26, 2021
1506 & 1508 Avenue E - Council Bluffs, IA Complete demolition	Lakewood Residential Mgmt LLC. 402-980-0046	January 19, 2021
4126 Grand Avenue Complete demoltion	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 7, 2021

3907 N. 17th Street complete demolition	City of Omaha Planning Dept. • 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 13, 2021
5211 N. 8th Street East demoliton	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 5, 2021
1010 34th Avenue - Council Bluffs complete demolition	Redmond Group W228 N745 Westmound Dr. - Waukesha, WI 53186 1-262-549-9600	November 20, 2021
H&H Auto Dealership Demolition 710 & 716 N. 102nd Street	Lockwood Development 12910 Pierce Street, Suite 110, Omaha Ne John Woods - 402-933-3663	October 10, 2020
Complete Demo of Large building at 1010 Childs Road, Bellevue, Nebraska	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Adam Sawyer 402-306-0656	June 1, 2020
Complete demo of 3 structures at 1008, 1016, 1018 Wright Road, CB, Iowa	Shoppes at Manawa LLC 1900 Custer Lane, Council Bluffs, Iowa Jarred Jeffries 402-917-4242	February 28, 2020
Interior Demo of Mini Cooper Dealership in Omaha, Ne	Lockwood Development 12910 Pierce Street, Suite 110, Omaha Ne John Woods - 402-933-3663	February 25, 2020
Complete Demo of Baymont Hotel @ 3301 S. 72nd street, omaha, Ne	Greg Coleman - ML Construction 7914 W. Dodge Road #426 - Omaha, NE 68114	November 18, 2019
Complete demolition of 3 Old Ryan/Liberty High School buildings off 60th & L Street Omaha, Ne	McCarthy Building Companies, Inc. - 14217 Dayton Cir., Suite 8 - Omaha, NE. Brian Mueller 920-207-7186	October 27, 2019
Complete demolition of 13 Portable classrooms	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Dave Fannon 402-306-0656	August 5, 2019
Complete demolition of 4 large buildings on Farnam Street, Omaha, Ne	Project Advocates LLC. - 1205 31st Ave, Suite 5101 - Omaha, NE 68131 Charlie Gill 402-510-2264	June 1, 2019
156th & Ida Street 14 Acres of Tree Removal	Sampson Construction, Inc. - 440 Regency Pkwy #131 - Omaha, NE 68114 Kent Hazzard 402-416-8399	April 23, 2019
Complete demolition of house at 110 Stutsman Street, Council Bluffs, Iowa	City of Council Bluffs Building Division - Chief Building Inspector: Steve Carmichael 712-328-4923	February 13, 2019
Complete demolition of 3139 W. Street	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	February 5, 2019
Complete demolition of 4812 N. 42nd St. 1/2	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	January 25, 2019
Complete demolition of 26969 F. Street	Metropolitan Utilities District	September 21, 2018
Demolition of Bear Habitat and Omaha's Henry Doorly Zoo	CMET/Kiewit Jeff Griffis 402-306-8049	September 11, 2018

Complete demoliton of 1828 7th Avenue - Council Bluffs	City of Council Bluffs Building Division - Chief Building Inspector: Steve Carmichael 712-328-4923	August 28, 2018
Complete demolition of 3662 Avenue A - Council Bluffs	Iowa Department of Transportation of Pottawattamie County Mark Dunn 515-239-1414	August 16, 2018
Complete demolition of 9 Portable classroom	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Dave Fannon 402-306-0656	August 9, 2018
Complete demoliton of 3324 Seward Street & 3816 Maple Street - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	July 23, 2018
Complete demolition of 3927 N. 22nd Street - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	July 3, 2018
Demolition of 14 Portable Classrooms - Omaha, NE	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Dave Fannon 402-306-0656	July 12, 2018
Complete demolition of 3219 Corby Street - Omaha NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	June 19, 2018
Complete demolition of 2105 Binney Street - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	June 5, 2018
Complete demolition of house located at 509 N. 39th St - Council Bluffs, IA	City of Council Bluffs Building Division - Chief Building Inspector: Steve Carmichael 712-328-4923	May 31, 2018
Demolition of 5 portable classrooms - 6445 John J. Pershing Drive - Omaha, NE	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Dave Fannon 402-306-0656	May 11, 2018
Complete demolition of 908 Frances St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 14, 2018
Complete demolition of 4105 N. 29th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 11, 2018
Complete demolition of 3111 Willit St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 7, 2018
Complete demolition of garage located at 3905 N. 17th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 4, 2018
Demolition of 2 garages, driveway & storage shed located at 4217 Maple St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 2, 2018
Complete demolition of house & garage located at 3024 Ida St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 28, 2018

Complete demolition of 667 N. 45th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 22, 2018
Complete demolition of garage located at 4128 Nicholas St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 14, 2018
Complete demolition of garage located at 4307 Parker St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 10, 2018
Complete demolition of garage located at 3548 N. 59th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 7, 2018
Complete demolition of 3031 Pinkney St- Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	March 2, 2018
Complete demolition of 4601 N. 21st St - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	February 28, 2018
Complete demolition of 3306 Decatur St - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	February 20, 2018
Complete demolition of 2315 N. 28th Ave - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	February 13, 2018
Complete demolition of 3003 S. 9th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	February 6, 2018
Complete demolition of 2007 6th Ave - Council Bluffs, IA	City of Council Bluffs Building Division - Chief Building Inspector: Steve Carmichael 712-328-4923	January 30, 2018
Complete demolition of 4552 N. 16th St - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	January 22, 2018
Complete demolition of 1110 S. 24th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 8, 2018
Complete demolition of 1119 N. 45th Street - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	December 26, 2017
Complete demo of abandoned Craig, NE School & removal of footings, debris & back filling	Village of Craig - 289 S. Main St. - Craig, NE 68019 Susan Skinner 402-377-2144	December 20, 2017
Complete demolition of 1709 Laird St. - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	December 4, 2017
Complete demolition of duplex 2212/2214 Sprague St. - Omaha, NE	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	November 21, 2017
Complete demolition of house 3308 N. 16th St - Omaha, NE	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Carol Jensen (402)444-5150	October 24, 2017

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D & D Construction Services, Inc.
316 North 16th Street
Council Bluffs, IA 51501

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Pottawattamie County
223 South 6th Street
Council Bluffs, IA 51501

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

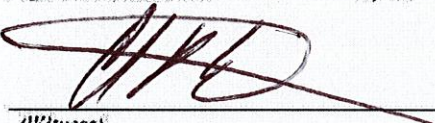
Hazard Mitigation Property Demolitions, Pottawattamie County, Iowa

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

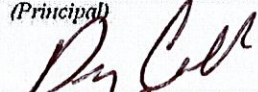
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July 2021

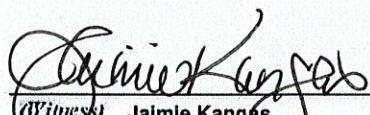


(Witness)

D & D Construction Services, Inc.
(Principal) _____ (Seal)




(Title) Pres. Owner



(Witness) Jaimie Kangas

Merchants Bonding Company (Mutual)
(Surety) _____ (Seal)



(Title) Grace Rasmussen, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Grace Rasmussen

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

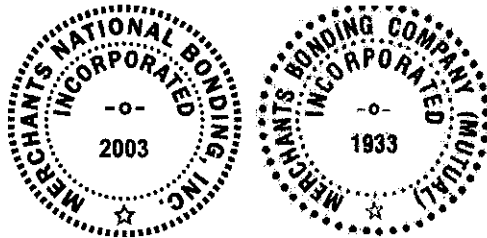
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

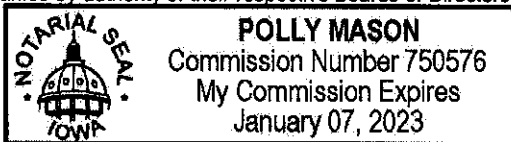


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



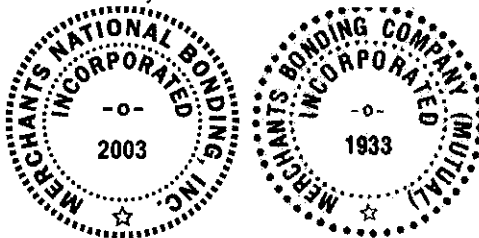
Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of July, 2021.



William Warner Jr.

Secretary



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309
Phone: 515-242-5871 | FAX: 515-725-2427
www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:
09/29/2020

DATE EXPIRES:
06/30/2023

REGISTRATION NUMBER:
C132927

D & D CONSTRUCTION SERVICES INC
318 N 16TH STREET
COUNCIL BLUFFS, IA 51503


Rod A. Roberts, Labor Commissioner

EXHIBIT C - BID TABULATIONS

Having examined the foregoing specifications, all related documents and the sites of the proposed work, and being familiar with all conditions of the proposed work, including availability of equipment and labor, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. These prices shall cover all expenses incurred in performing the required work under the Contract documents (including ACM removal), of which this Request for Bid is a part. Contractor agrees to commence work under this Contract on a date to be specified in a written Notice to Proceed from the County and to fully complete the work in the contractual period of time allotted. Any changes in the Scope of Work will take the form of written amendment(s). The estimated properties outlined below may not reflect the number of properties that will be moved as a part of this contract. The Contractor acknowledges that no representation or guarantee is made by the County or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. **The Contractor shall pay all tipping fees and disposal costs, which shall be included in the unit prices submitted on this form.** Contractor agrees to complete the project as described in accordance with the specifications and other information included in the Contract Documents for the following prices:

	<u>Address</u>	<u>ACM Present</u>	<u>Amount per Housing Unit</u>
✓ 1.	14482 Jet Lane	None	\$ <u>39,820</u> ⁰⁰
✓ 2.	25834 Meadowlark Loop	None	\$ <u>27,644</u> ⁰⁰
✓ 3.	26659 Meadowlark Loop	Positive	\$ <u>34,220</u> ⁰⁰
✓ 4.	20970 River Road	None	\$ <u>33,680</u> ⁰⁰
✓ 5.	26888 145th Street	Positive	\$ <u>17,731</u> ⁰⁰
✓ 6.	27233 145 th Street	None	\$ <u>27,328</u> ⁰⁰
✓ 7.	27377 145 th Street	Positive	\$ <u>46,320</u> ⁰⁰
✓ 8.	27265 145 Street	Positive	\$ <u>52,288</u> ⁰⁰
	Total:		\$ <u>279,031</u> ⁰⁰

List amounts per housing units shall include all costs associated with ACM removal, demolition and disposal, permitting, etc.

Preparer's Signature:  Date: 7/23/21

Attached a brief narrative in response to the following questions:

1. Listing of residential demolitions including a list demolition projects completed in the last two years;
614 4th Ave Mid City Demolition Project City of Council Bluffs
2. Name of asbestos abatement contract include Iowa license;
Janco Abatement Services #3028 *Hancock Transfer Station*
3. List of any State or Federal citations or fines in the last 12 months;

4. Provide two references;
Mat Wyatt Don Cross
5. Provide a copy of Iowa Contractor's License (Prior to Contract execution, Contractor must obtain a Iowa Contractor's License.); and
6. Include Bid Bond with Bid.

EXHIBIT D - SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full. Our bid, consisting of the sum total of the tabulated amounts submitted for each site, is not to exceed \$ 279,031⁰⁰

The correct mathematical summation of actual bid tabulation figures will supersede any amounts shown on this page.

Submitting Firm: D&D Construction Inc
Address: 318 N. 16th Council Bluffs
County: Pott State: IA Zip: 51503

Attach Firm's Iowa Contractor's License.

Authorized Representative (print name and title): CHAD TAYLOR Vice Pres

Authorized Representative's Signature: 

Date Signed: 7/23/21

Email: Tex245@cox.net Phone: 402-496-7389 Fax: —

Exceptions/deviations to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions". No Exceptions

FIRM PRICING. Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract. **Any changes in the Scope of Work will take the form of written amendments.**

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number 1 Date 7/1/21

Addenda Number Date

EXHIBIT E - DRAFT LETTER OF AGREEMENT

Project - Hazard Mitigation Property ACM Removal and Demolition

For the Pottawattamie County, Iowa

Contractor:
Address:
Phone/Email:

THIS AGREEMENT, entered into this ____ day of _____, 2021, is by and between the Pottawattamie County, Iowa, (hereinafter called the County), and _____ (hereinafter called the Contractor).

WHEREAS, the County requires ACM abatement, dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof.

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

Attached hereto are the following, Request for Sealed Bids, Instruction to Bidders and General Terms and Conditions, Insurance and Bonding Requirements, Bid Tabulations, and Signature Page, all of which constitute a part of this Agreement and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of the County.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for ACM abatement, demolition removal work including basement foundation; debris disposal; furnishing and placing backfill; site clearance; all permits, licenses, inspections, water and sewer disconnections; complying with all laws, rules, regulations, and ordinances, including safety; and furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on _____, 2021, from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$_____

Term

The term of this Agreement is two years from the foregoing date. The Agreement may be extended as agreed by written mutual consent of the County and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the County and shall be completed within 70 days of the issuance of Notice to Proceed.

The Contractor shall not begin work on the demolition project until after this Agreement is signed by the Contractor and County and a completely executed copy has been returned to the Contractor with Notice to Proceed.

Payment

Payment will be made to the Contractor within forty five (45) days after the completion and approval thereof by the County Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this Agreement shall be agreed to in writing.

Government-Mandated Provisions

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the County's Agreements relating to the project include certain provisions.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by County to Contractor, then the County may take any one or more of the following steps:

1. By mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the County hereunder, or obtain damages caused to the County by any such default;
2. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
3. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
4. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or
5. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that County prevails against the Contractor in a suit or other enforcement action hereunder, the Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the County.

- B. Termination for Cause. The County may terminate this Agreement as set out in Section A.
- C. Termination for Convenience. The County may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.
- D. Contractor shall comply with the provisions of "Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards" attached as Attachment A.
- E. Access to Documents. Contractor shall exercise best efforts to maintain communication with the County's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, the Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to the County, the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the County, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the County's use of such documents on other projects.
- F. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
- G. Insurance Requirements. The Contractor, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Contractor's obligations and activities.
 - 1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
 - 2. Automobile Liability Insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall

include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.

3. General Liability Insurance with limits of liability of at least \$1,000,000 per occurrence for bodily injury and property damage. As a minimum, coverage for premises, operations, products and completed operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
4. Certificate of Insurance Requirements. The Pottawattamie County, its officers and employees shall be designated as additional insured's. The minimum limits of liability coverage required by the County are \$1,000,000 for each of the following types: General Liability Coverage, Automobile Liability Insurance, and Worker's Compensation and Employer's Liability.

The following address must appear in the Certificate Holder section: County of Pottawattamie County, 614 Dr. Van Zee Rd., Pottawattamie County, IA 51560. Certificates may be sent by email, fax, mail, or delivery. The Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

H. Bid Bonding Requirements. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified. The County agrees to release this bond upon Agreement execution.

I. Additional Bonding Requirements. The County hereby acknowledges receipt of the following:

1. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with an Agreement to secure fulfillment of all the Contractor's obligations under such Agreement.
2. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with an Agreement to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

EXHIBIT F – ASBESTOS PROPERTY REPORTS

26659 Meadowlark Loop

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (orange peel)	Main Floor – Master Bedroom, Restroom, Living Room	1,300 SF	2% Chrysotile
CTXT-03, 04	Ceiling Texture (rigid)	Main Floor – Kitchen and Dining Room	600 SF	3% Chrysotile
WG-1	Window Glazing	Basement Windows	4 windows	3% Chrysotile

26888 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Duct Risers	15 SF	40% Chrysotile

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

27377 145th Street

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02, 03	Ceiling Texture (ridged)	Main Floor – Throughout	1,750 SF	2-3% Chrysotile
DW-01, 02-Compound	Joint Compound	Main Floor – Throughout	4,200 SF	2% Chrysotile
DW-01, 02-Texture	Wall Texture	Main Floor – Throughout	4,200 SF	2% Chrysotile

Table 1.0 – Asbestos Containing Materials

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
DPW-01	HVAC Duct Wrap	Basement – Throughout	50 SF	40% Chrysotile 10% Crocidolite
ADH-01, 02	Wall Adhesive (grey and black)	Basement	55 LF	6% Chrysotile
T-1	Tar (black)	Basement Wall to Ground	20 LF	20% Chrysotile

Sample Number	Material Description	Material Location	Estimated Quantity*	Asbestos Content
CTXT-01, 02	Ceiling Texture (rigid)	Dining and Fireplace Rooms	900 SF	4% Chrysotile
CTXT-03, 04	Ceiling Texture (popcorn)	Living Room and Bathroom	400 SF	4% Chrysotile
WG-02	Window Glazing	Garage	6 windows	4% Chrysotile
VERM-0	Vermiculite Insulation	Attic	2,100 SF	10% Actinolite
TRAN-01	Transite Pipe	Basement to Roof	30 LF	20% Chrysotile 20% Crocidolite

Estimated quantities are based on a cursory field evaluation, and actual quantities may vary significantly, especially if asbestos containing materials are present in hidden and/or inaccessible areas not evaluated as part of this survey. SF = square feet; LF = linear feet; MF = mudded mechanical fitting

APPROVED BY:

CONTRACTOR

Date

Attested by

Date

POTTAWATTAMIE COUNTY

Date

Attested by

Date

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

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

Don Gross and/or Ryan Ossell, MAPA

**Discussion and/or decision on funding of
HMGP acquisition properties per
Subaward Agreement.**

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

**Discussion and/or decision to approve
and authorize Board to sign Resolution
No. 81-2021 entitled: Resolution Setting
Date for a Public Hearing on Designation
of the Heartland Ridge Subdivision Urban
Renewal Area and on Urban Renewal
Plan and Project.**

RESOLUTION NO. 81-2021

Resolution Setting Date for a Public Hearing on Designation of the Heartland Ridge Subdivision Urban Renewal Area and on Urban Renewal Plan and Project

WHEREAS, a proposal has been made to the Board of Supervisors (the “Board”) of Pottawattamie County, Iowa (the “County”) which shows the desirability of designating a portion of the County as the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”), pursuant to the provisions of Chapter 403, Code of Iowa; and

WHEREAS, under such proposal the real property (the “Property”) lying within the boundaries set out in Exhibit A would be designated as the Urban Renewal Area; and

WHEREAS, this Board is desirous of obtaining as much information as possible from the residents of the County before making this designation; and

WHEREAS, portions of the Property lie within two miles of the incorporated limits of the City of Council Bluffs, Iowa (the “City”), and pursuant to Section 403.17, the City has executed a certain joint agreement (the “Joint Agreement”) in order to enable the County exercise urban renewal authority over such portions of the Property; and

WHEREAS, a proposed urban renewal plan (the “Plan”) has been prepared for the governance of projects and initiatives to be undertaken on the Property and which authorizes a certain initial urban renewal project to be undertaken in the Urban Renewal Area consisting of providing tax increment financing support to JJHP, LLC in connection with the construction of public infrastructure necessary to support the development of a residential subdivision; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the Urban Renewal Area and on the Plan;

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

Section 1. This Board will meet at the Pottawattamie County Courthouse, Council Bluffs, Iowa, on September 7, 2021, at 10:00 o’clock a.m., at which time and place it will hold a public hearing on the designation of the proposed Urban Renewal Area described in the preamble hereof and on the proposed urban renewal plan and project for said Urban Renewal Area.

Section 2. The County Auditor shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the County, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for the hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Pam Kalstrup and Matt Wyant are hereby designated as the County’s representatives in connection with the consultation process with the Lewis Central Community School District which is required under that section of the urban renewal law.

Section 4. The proposed Plan is hereby submitted to the County’s Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Section 5. The Chairperson and the County Auditor are hereby authorized to execute the Joint Agreement on behalf of the County.

Dated this 3rd Day of August, 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 Houser, County Auditor

URBAN RENEWAL JOINT AGREEMENT

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, counties have certain urban renewal powers; and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property which is located inside or within two miles of the boundaries of a city only if the county and city have entered into a joint agreement with respect to such exercise of powers; and

WHEREAS, the Board of Supervisors of Pottawattamie County (the "County") has proposed to designate the real property (the "Property") described on Exhibit A hereto as the Heartland Ridge Subdivision Urban Renewal Area (the "Urban Renewal Area") and to adopt an urban renewal plan (the "Plan") for the Urban Renewal Area to govern projects and initiatives in the Urban Renewal Area; and

WHEREAS, the initial project (the "Project") to be undertaken in the Urban Renewal Area shall consist of providing tax increment financing support to a private developer (the "Developer") in connection with the construction of public infrastructure, including street and storm water management system improvements, necessary to support the development of market rate housing in the Urban Renewal Area; and

WHEREAS, it is anticipated that the water service will be provided to the Property through the utilization of private wells, provided, however, that if it is determined that Rural Water shall provide water service to the Property, the Property will be served from a source in Mills County, unless otherwise approved by the City, and the County will not utilize tax increment financing for extension of service to be provided by Rural Water; and

WHEREAS, a portion the Property lies within two miles of the incorporated limits of the City of Council Bluffs, Iowa (the "City"); and

WHEREAS, the Board of Supervisors of the County has requested that the City enter into this joint agreement in order to enable the County to exercise its urban renewal powers with respect to the Property and to carry out the Project;

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. The County may include the Property in the Urban Renewal Area and exercise its urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the Property in order to carry out the Project and future projects therein.

Section 2. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown below.

POTTAWATTAMIE COUNTY, IOWA

By _____
Chairperson, Board of Supervisors

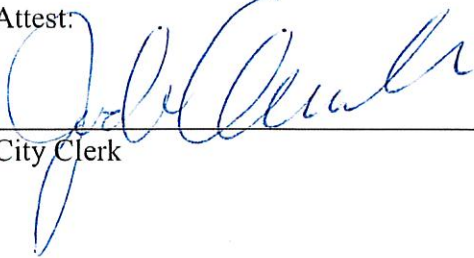
Attest:

County Auditor

Date: _____

CITY OF COUNCIL BLUFFS, IOWA

By 
Mayor

Attest:

City Clerk

Date: 4/17/21

EXHIBIT A
Legal Description
Pottawattamie County Rural Housing Urban Renewal Area

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

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.50 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

RESOLUTION NO. 21-110

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE URBAN RENEWAL JOINT AGREEMENT WITH POTTAWATTAMIE COUNTY, IOWA PERTAINING TO HEARTLAND RIDGE SUBDIVISION DESCRIBED AS PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA AND MORE FULLY DESCRIBED IN EXHIBIT A OF THE AGREEMENT.

WHEREAS, pursuant to Iowa Code Chapter 403, counties have certain urban renewal powers and may exercise those rights with respect to property which is located inside or within two miles of the boundaries of the city if the county and city enter into a joint agreement to allow them to do so; and

WHEREAS, Pottawattamie County Board of Supervisors has requested the City of Council Bluffs, Iowa, execute a Joint Agreement for Heartland Ridge Subdivision Urban Renewal Area; and

WHEREAS, a true and accurate copy of the proposed Urban Renewal Joint Agreement is attached hereto and is hereby made a part of this Resolution.

WHEREAS, it is in the best interest of the City of Council Bluffs to execute this Urban Renewal Joint Agreement.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor is hereby authorized to execute the Heartland Ridge Subdivision Urban Renewal Joint Agreement on behalf of the City of Council Bluffs.

ADOPTED
AND
APPROVED

April 21, 2021.



MATTHEW J. WALSH Mayor

Attest:



JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development
Case/Project No.:
Submitted by: Community Development
Department

Resolution 21-110
ITEM 7.H.

Council Action: 4/12/2021

Description

Resolution authorizing the Mayor to execute the Joint Agreement with Pottawattamie County for the Heartland Ridge Subdivision Urban Renewal Area.

Background/Discussion

The joint agreement was requested by the County.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Joint Agreement	Resolution	4/1/2021
Urban Renewal Plan	Other	4/5/2021
Resolution 21-110	Resolution	4/7/2021

POTTAWATTAMIE COUNTY, IOWA
URBAN RENEWAL PLAN
HEARTLAND RIDGE SUBDIVISION URBAN RENEWAL AREA

I. INTRODUCTION

Chapter 403 of the Code of Iowa authorizes counties to establish areas within certain boundaries known as “urban renewal areas,” and to exercise special powers within these areas. In order to facilitate the use of urban renewal for economic development, in 1985, the Iowa General Assembly amended Chapter 403 to authorize boards of supervisors to create “economic development” areas. An economic development urban renewal area may be any area of a county which has been designated by the board of supervisors as an area which is appropriate for commercial, industrial and/or residential housing enterprises and in which the county seeks to encourage further development.

As an additional expression of the role for local governments in private economic development, the General Assembly also enacted Chapter 15A of the Code of Iowa, which declares that economic development is a “public purpose” and authorizes local governments to make grants, loans, guarantees, tax incentives and other financial assistance to private enterprise. The statute defines “economic development” as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

The process by which an economic development urban renewal area may be created begins with a finding by the board of supervisors that such an area needs to be established within the county. An urban renewal plan is then prepared for the area, which must be consistent with the county’s existing comprehensive or general plan. Certain affected taxing entities must be notified and given an opportunity to comment on the plan. The board of supervisors must hold a public hearing on the urban renewal plan, following which, the board of supervisors may approve the plan.

The Board of Supervisors of Pottawattamie County (the “County”) has determined to establish the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”). This document is intended to serve as the Urban Renewal Plan (the “Plan”) for the Urban Renewal Area and will guide the County in promoting economic growth through the encouragement of commercial, industrial, and residential development in such Urban Renewal Area as detailed herein. This document is an Urban Renewal Plan within the meaning of Chapter 403 of the Code of Iowa and sets out proposed projects and activities within the Urban Renewal Area.

II. DESCRIPTION OF URBAN RENEWAL AREA

A description of all property (the “Property”) that has been included within the Urban Renewal Area is attached hereto as Exhibit A.

III. URBAN RENEWAL OBJECTIVES

The primary objectives for the development of the Urban Renewal Area are:

1. To contribute to a diversified, well-balanced local economy by creating job opportunities and strengthening the property tax base.
2. To assist in providing land and resources for new and expanded commercial, industrial and residential development in a manner that is efficient from the standpoint of providing municipal services.
3. To stimulate through public action and commitment, private investment in residential, commercial and industrial development, and to encourage job retention, growth and expansion through the use of various federal, state and local incentives, including tax increment financing.
4. To provide municipal infrastructure, services and facilities that enhance possibilities for economic development and community attractiveness to private enterprise.
5. To help finance the cost of streets, water, sanitary sewer, storm sewer, or other public improvements in support of new residential, commercial and industrial development.
6. To provide a more marketable and attractive investment climate.
7. To provide public facilities to enhance County services and enhance the economic attractiveness of the community.
8. To increase the number of housing units in the County that are safe, attractive and comfortable.
9. To provide assistance for housing on a County-wide basis to families whose incomes are no greater than 80% of the median family income in the County.

IV. URBAN RENEWAL PROJECTS AND ACTIVITIES

The following types of activities are examples of the specific actions which may be undertaken by the County within the Urban Renewal Area:

1. Preparation of plans related to the development and implementation of the Urban Renewal Area and specific urban renewal projects.
2. Construction of public improvements and facilities, including streets, public utilities or other facilities in connection with an urban renewal project.

3. Construction of buildings or specific site improvements such as grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections, and related activities.

4. Acquisition, preparation and disposition of property for development and/or redevelopment.

5. Making available, as appropriate, financing for development projects, including conventional municipal borrowing and tax increment financing resulting from increased property values in the Urban Renewal Area.

6. Pursuant to state law, provision of direct financial assistance, including grants, loans and tax increment rebate agreements, to private persons engaged in economic development, in such form and subject to such conditions as may be determined by the Board of Supervisors.

V. SPECIFIC URBAN RENEWAL PROJECTS

The County has determined to undertake the following initiative in the Urban Renewal Area as an economic development urban renewal project:

Name of Project: JJHP, LLC Housing Development Project

Date of Board Approval of Project: September 7, 2021

Description of the Project: JJHP, LLC (the “Developer”) is undertaking the development of a residential subdivision (the “Housing Project”) situated on the Property (as described in Section II hereof), including the corresponding construction of public infrastructure (the “Infrastructure Project”). The Infrastructure Project will include the construction of street and storm water management improvements, and the necessary grading, site preparation and landscaping associated therewith. The County will use tax increment financing to support the Developer’s construction of the Infrastructure Project on the Property. The addition of new residential housing in the County will enhance the quality of life in the County thereby resulting in economic growth in the County.

The costs incurred by the County in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,500.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the County will acquire real property in connection with the Housing Project.

Description of Use of TIF: The County intends to enter into a development agreement (the “Agreement”) with the Developer with respect to the Infrastructure Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments, in an amount not to exceed \$4,000,000, will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the County’s total commitment of incremental property tax revenues with respect to the

Infrastructure Project including the Payments, the Admin Fees and the LMI Set Aside (as described below) will not exceed \$5,811,700.

LMI Set Aside: Pursuant to the provisions of Section 403.22 of the Code of Iowa, the County will provide low and moderate income family housing assistance in its area of operation in an amount not less than 45.03% of the incremental property tax revenues applied to the Infrastructure Project.

VI. LAND USE PLAN AND PROPOSED DEVELOPMENT

The County's long range development plans for this Urban Renewal Area are matched to its general plan for development in the County and will be tailored to comply with the overall land use needs. All urban renewal activities within the Urban Renewal Area will be consistent with the County's general land use plans.

VII. TAX INCREMENT FINANCING

In order to promote economic growth in the Urban Renewal Area, the County may be requested to acquire land, construct public improvements or provide economic development loans, grants or other tax incentives for the benefit of private and public enterprises in order to enhance the value of property in the Urban Renewal Area. As part of the Urban Renewal Area, the County has adopted an ordinance to create a tax increment district (the "TIF District"), within which the property taxes eventually paid by new private development may be used to pay costs of urban renewal projects for these types of activities, including reimbursing the County or paying debt service on obligations issued by the County. The use of these tax revenues is known as tax increment financing ("TIF").

Depending upon the date upon which the TIF District is legally established and the date on which debt is initially certified within the TIF District, an original taxable valuation is established for the property within the TIF District, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in the TIF District as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt payable from TIF revenues to be generated within that TIF District. When the value of the property inside the TIF District increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

Procedurally, after tax increment debt has been incurred for the financing of improvements within the TIF District or for the payment of economic development incentives to private and public entities, property taxes levied by all local jurisdictions (city, county, school, area college) against the incremental value, with the exception of taxes levied to repay current or future debt incurred by local jurisdictions and the school district instructional support and physical plant and equipment levies, are allocated by state law to the County's tax increment fund rather than to each local jurisdiction. These new tax dollars are then used to pay principal of and interest on any tax increment debt incurred or to pay the costs of projects in the Urban Renewal Area.

VIII. RESIDENTIAL DEVELOPMENT

One of the County's objectives in the Urban Renewal Area is to promote new residential development and the corresponding construction of public infrastructure.

When a County utilizes TIF to support the provision of public infrastructure related to residential development, a percentage of the TIF revenues generated by the project (or other funds of the County) must be used to provide assistance to LMI families

Unless a reduction is approved by the Iowa Economic Development Authority, the percent of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in the County. That percentage is currently 45.03%. LMI families are those whose incomes do not exceed 80% of the median county income.

The requirement to provide assistance for LMI housing may be met either by ensuring that at least 45.03% of the units constructed in the area are occupied by families whose incomes are at or below 80% of the median county income, or by setting aside an amount equal to 45.03% of the project costs for LMI housing activities elsewhere in the County.

If funds are set aside, as opposed to constructing affordable housing in the Urban Renewal Area, the type of assistance provided anywhere within the County may include but is not necessarily limited to:

1. Owner/renter-occupied housing rehabilitation.
2. Grants, credits or other direct assistance to LMI families.
3. Homeownership assistance.
4. Tenant-based rental assistance.
5. Down-payment assistance.
6. Mortgage interest buy-down assistance.
7. Infrastructure development for LMI housing.

IX. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board of Supervisors. The collection of incremental property taxes in the Urban Renewal Area will continue for the maximum number of years authorized by Chapter 403 of the Code of Iowa unless otherwise determined by action of the Board of Supervisors.

X. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives or activities, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa.

XI. FINANCIAL INFORMATION

COUNTY DEBT INFORMATION

1. Current constitutional debt limit:	<u>\$ 455,818,535</u>
2. Outstanding general obligation debt:	<u>\$</u>
3. Proposed amount of debt to be incurred:	<u>\$ 4,000,000</u> (Project)
	<u>\$ 10,500</u> (Admin Fees)
	<u>\$ 1,801,200</u> (LMI Set Aside)
	<u>\$ 5,811,700</u> (Total)

**EXHIBIT A
LEGAL DESCRIPTION
HEARTLAND RIDGE SUBDIVISION URBAN RENEWAL AREA**

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

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE POTTAWATTAMIE COUNTY URBAN RENEWAL AREA**

WHEREAS, the Board of Supervisors of Pottawattamie County, Iowa (the “County”) has proposed the adoption of an Urban Renewal Plan and the establishment of the Heartland Ridge Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the Code of Iowa in order to undertake activities authorized by that Chapter, including but not limited to the use of tax increment financing as provided in Section 403.19 of the Code of Iowa; and

WHEREAS, it has been proposed that the Urban Renewal Area include certain property which is described on Exhibit A (the “Property”); and

WHEREAS, the Property is owned by JJHP, LLC (the “Undersigned”); and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of “agricultural land,” unless the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the Property owned by the Undersigned meets the definition of “agricultural land” in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Undersigned as follows:

1. The Undersigned hereby certifies that he/she is the owner of the Property described on Exhibit A hereto.
2. The Undersigned hereby agrees that the City may include all portions of the Property owned by the Undersigned in the Urban Renewal Area.

DATED this ____ day of _____, 2021.

JJHP, LLC

By: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

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2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

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SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

**Paula Hazlewood, Executive Director and
Shalimar Mazetis, Manager of Rural
Development for Advance Southwest
Iowa:**

- 1) Advance Southwest Iowa Updates.**
- 2) Discussion and/or decision to
approve funding for Broadband
Initiative**

Other Business

Resolution No. 76-2021

**RESOLUTION APPOINTING UMB BANK,
N.A. OF WEST DES MOINES, IOWA, TO
SERVE AS PAYING AGENT, NOTE
REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND
NOTE REGISTRAR AND TRANSFER AGENT
AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT.**

RESOLUTION NO. 76-2021

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$1,905,000 General Obligation Capital Loan Notes, Series 2021A, dated August 18, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the County and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$1,905,000 General Obligation Capital Loan Notes, Series 2021A, dated August 18, 2021.
2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Chairperson and Auditor are authorized to sign the Agreement on behalf of the County.

Dated this 3rd Day of August, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

Resolution No. 77-2021

**RESOLUTION APPROVING AND AUTHORIZING
A FORM OF LOAN AGREEMENT AND
AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$1,905,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES
2021A, AND LEVYING A TAX TO PAY SAID
NOTES; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE.**

RESOLUTION NO. 77-2021

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,905,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$225,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$150,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$200,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$25,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay 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, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); 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, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of equipping public buildings including computer hardware and software upgrades, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$60,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,905,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "County" shall mean Pottawattamie County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean \$1,905,000 General Obligation Capital Loan Notes, Series 2021A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the (a) 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; (b) 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; (c) acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park; (d) acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park; (e) 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; (f) acquisition and equipping of sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens; (g) 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; (h) 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 (i) equipping public buildings including computer hardware and software upgrades.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Pottawattamie County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30 YEAR OF COLLECTION)
\$254,951*	2021/2022
\$ 258,600	2022/2023
\$ 259,100	2023/2024
\$ 259,500	2024/2025
\$ 259,800	2025/2026
\$ 260,000	2026/2027
\$ 260,100	2027/2028
\$ 260,100	2028/2029

*Payable from available cash on hand

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the County in the amount of \$1,905,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402, 331.442, 331.443 and

331.445 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021A", be dated August 18, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$225,000	2.000%	2022
\$225,000	2.000%	2023
\$230,000	2.000%	2024
\$235,000	2.000%	2025
\$240,000	2.000%	2026
\$245,000	2.000%	2027
\$250,000	2.000%	2028
\$255,000	2.000%	2029

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes

registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate

instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF POTTAWATTAMIE"
 "GENERAL OBLIGATION CAPITAL LOAN NOTE"
 "SERIES 2021A"
 COUNTY PURPOSE

Rate: _____
 Maturity: _____
 Note Date: August 18, 2021
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

Pottawattamie County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa, for the purpose of paying costs of (a) 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; (b) 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; (c) acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park; (d) acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park; (e) 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; (f) acquisition and equipping of sheriff vehicles which are necessary for the operation of

the county or the health and welfare of its citizens; (g) 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; (h) 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 (i) equipping public buildings including computer hardware and software upgrades, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar
West Des Moines, Iowa 50266

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

POTTAWATTAMIE COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Chairperson

ATTEST:

By: _____ (manual or facsimile signature) _____
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be

guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations

necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Dated this 3rd Day of August, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

Resolution No. 78-2021

**RESOLUTION APPOINTING UMB BANK,
N.A. OF WEST DES MOINES, IOWA, TO
SERVE AS PAYING AGENT, BOND
REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND
BOND REGISTRAR AND TRANSFER AGENT
AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT.**

RESOLUTION NO. 78-2021

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$12,000,000 General Obligation Urban Renewal Bonds, Series 2021B, dated August 18, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the County and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$12,000,000 General Obligation Urban Renewal Bonds, Series 2021B, dated August 18, 2021.
2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Chairperson and Auditor are authorized to sign the Agreement on behalf of the County.

Dated this 3rd Day of August, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

Resolution No. 79-2021

RESOLUTION AMENDING 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON MARCH 16, 2021, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$12,000,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021B, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE.

RESOLUTION NO. 79-2021

RESOLUTION AMENDING 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON MARCH 16, 2021, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$12,000,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021B, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, essential county purpose project(s), and it is deemed necessary and advisable that the County issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$16,900,000 as authorized by Sections 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 331.441(2)(b)(14), 331.443 and 403.12 this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Board action made by any resident or property owner of the County were received and considered by the Board; and no petition having been filed, it is the decision of the Board that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the County and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on March 16, 2021, the Board of Supervisors of said County did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the County, it is necessary to make numerous changes to the Resolution adopted on March 16, 2021; and, therefore, said Board has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 16, 2021, authorizing the issuance of \$16,900,000 General Obligation Urban Renewal Bonds, Series 2021.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bonds, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "County" shall mean Pottawattamie County, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Pottawattamie County, State of Iowa, to-wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30 YEAR OF COLLECTION)</u>
---------------	---

\$1,102,425*	2021/2022
\$ 627,000	2022/2023
\$ 619,000	2023/2024
\$ 936,000	2024/2025
\$ 936,500	2025/2026
\$ 981,700	2026/2027
\$ 990,700	2027/2028
\$ 999,200	2028/2029
\$ 1,007,200	2029/2030
\$ 1,014,700	2030/2031
\$ 1,021,700	2031/2032
\$ 1,028,200	2032/2033
\$ 1,019,200	2033/2034
\$ 1,040,000	2034/2035
\$ 1,020,000	2035/2036

*A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Bond coming due in fiscal year 2021/2022.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever which action requires a modification and change of the levies originally made in accordance with the Bond Resolution certified to and filed in the Pottawattamie County Auditor's office on March 16, 2021.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021B GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in

compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Urban Renewal Bonds of the County in the amount of \$12,000,000, shall be issued pursuant to the provisions of Sections 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2021B", be dated August 18, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$ 650,000	2.000%	2022
\$ 400,000	2.000%	2023
\$ 400,000	2.000%	2024
\$ 725,000	2.000%	2025
\$ 740,000	2.000%	2026
\$ 800,000	2.000%	2027
\$ 825,000	2.000%	2028
\$ 850,000	2.000%	2029
\$ 875,000	2.000%	2030
\$ 900,000	2.000%	2031
\$ 925,000	2.000%	2032
\$ 950,000	2.000%	2033
\$ 960,000	2.000%	2034
\$1,000,000	2.000%	2035
\$1,000,000	2.000%	2036

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the County in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the

availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence

satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent..

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POTTAWATTAMIE"
"GENERAL OBLIGATION CAPITAL LOAN BOND"
"SERIES 2021B"
ESSENTIAL COUNTY PURPOSE

Rate: _____
Maturity: _____
Bond Date: August 18, 2021
CUSIP No.: _____
"Registered" _____
Certificate No. _____
Principal Amount: \$ _____

Pottawattamie County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated

above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, in conformity to a Resolution of the Board of said County duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the County in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Bond to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar
West Des Moines, Iowa 50266

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

POTTAWATTAMIE COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Chairperson

ATTEST:

By: _____ (manual or facsimile signature) _____
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act
(State)

**ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST**

(End of form of Bond)

Section 14. Closing Documents. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations

issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Dated this 3rd Day of August, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Closed Session

**DEPARTMENT HEAD / ELECTED
OFFICIALS SESSION**

**Discussion on COVID-19 procedures and
policies. Discussion only.**

Received/Filed

Office of NE 041536
Pottawattamie County Treasurer

Accrued

7/22/21 for June 2021
Date

Received from Pottawattamie County
Sheriffs Office

Payor Pottawattamie County Sheriffs
Office

Amount Fifty Eight Thousand Nine Hundred
Eighty Two Dollars & 89/100 \$58,982.89

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 4/23/21

June 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$5,050.00	Weapon Permits	0001-1-05-1060-441000-000
\$53,932.89	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$58,982.89	Total Deposit	
	\$42,700.99	total check #220735
	\$16,281.90	total check #220736
	\$58,982.89	total deposit

F12817

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

06/01/2021 - 06/30/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 06/01/2021 - 06/30/2021.

Disbursements:

Paid to Others:

State - Weapon Permit Amount 1,210.00

Refunds; Publication; Sales; Com 306,802.05

Subtotal 308,012.05

Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees 46,557.49

Postage 4,823.40

Mileage Amount 1,972.00

Report Amount 160.00

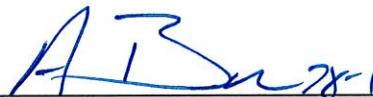
County - Weapon Permit Amount 5,050.00

Other - Subpoena 420.00

Subtotal 58,982.89

Total 366,994.94

The above information is respectfully submitted on 7/22/2021



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

06/01/2021 - 06/30/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 06/01/2021 - 06/30/2021.

Receipts:

Service Fees - Notary Fees; Copy Fees	42,010.89
Postage	4,231.31
Mileage Amount	1,992.00
Report Amount	160.00
County - Weapon Permit Amount	4,430.00
State - Weapon Permit Amount	1,070.00
Refunds; Publication; Sales; Com	288,913.98
Other - Convenience Fee	0.11
Other - Subpoena	420.00
Unapplied	-78.00
Total	343,150.29

The above information is respectfully submitted on 7/22/2021



Andy Brown
Pottawattamie County, IA