

# **Consent Agenda**

August 3, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. July 27, 2021, Minutes as read.
- B. Treasurer – Employment of Mary Sortino and Brittany Nowatzke as Clerk II.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 82-2021** entitled: RESOLUTION AWARDING CONTRACT FOR PROJECT NUMBER STBG-SWAP-CO78(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                |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Justin Schultz \_\_\_\_\_ ○ ○ ○ ○

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

RECOMMENDED: \_\_\_\_\_  
John Rasmussen, Engineer

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

Motion by Shea, second by Grobe, 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 25<sup>th</sup>, 2021.

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

**WHEREAS**, Pottawattamie County received 3 bids, and have opened said bids at the Pottawattamie County Planning Department Offices on July 23<sup>rd</sup>, 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 |
| _____<br>Scott A. Belt, Chairman | ○              | ○   | ○       | ○      |
| _____<br>Tim Wichman             | ○              | ○   | ○       | ○      |
| _____<br>Lynn Grobe              | ○              | ○   | ○       | ○      |
| _____<br>Justin Schultz          | ○              | ○   | ○       | ○      |
| _____<br>Brian Shea              | ○              | ○   | ○       | ○      |

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

Motion made by Shea, second by Grobe, to commit \$2.4 Million to purchase 8 flooded properties and seek reimbursement from Iowa Homeland Security and State CDBG. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Grobe, 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                |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Justin Schultz          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |



ATTEST: \_\_\_\_\_  
 Melvyn Houser, County Auditor

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

Paula Hazlewood, Executive Director and Shalimar Mazetis, Manager of Rural Development for Advance Southwest Iowa Corporation appeared before the Board to provide an update. Discussion only. No action taken.

Motion made by Shea, second by Grobe, to fund a Broadband Consultant with ARPA Funding, not to exceed \$40,000. UNANIMOUS VOTE. Motion Carried.

**3. DEPARTMENT HEAD / ELECTED OFFICIALS SESION**

The Board of Supervisor’s met with the County’s Elected Officials and Department Heads regarding COVID-19 procedures and policies. Discussion only. No action taken.

**4. OTHER BUSINESS**

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 76-2021** entitled: 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 |
| _____<br>Scott A. Belt, Chairman | ○              | ○   | ○       | ○      |
| _____<br>Tim Wichman             | ○              | ○   | ○       | ○      |
| _____<br>Lynn Grobe              | ○              | ○   | ○       | ○      |
| _____<br>Justin Schultz          | ○              | ○   | ○       | ○      |
| _____<br>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 approve and authorize Board to sign **Resolution No. 77-2021** entitled: 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<br>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                |
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Justin Schultz          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 78-2021** entitled: 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 |
| _____<br>Scott A. Belt, Chairman | ○              | ○   | ○       | ○      |
| _____<br>Tim Wichman             | ○              | ○   | ○       | ○      |
| _____<br>Lynn Grobe              | ○              | ○   | ○       | ○      |
| _____<br>Justin Schultz          | ○              | ○   | ○       | ○      |
| _____<br>Brian Shea              | ○              | ○   | ○       | ○      |

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 79-2021** entitled: 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.

d) 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:

| AMOUNT       | FISCAL YEAR (JULY 1 TO JUNE 30<br>YEAR OF COLLECTION) |
|--------------|---|
| \$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.)

e) 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.

f) 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 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 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                |
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Justin Schultz          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

**5. CLOSED SESSION**

Motion by Wichman, second by Shea, to go into Closed Session pursuant Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

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

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

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

**6. RECEIVED/FILED**

**A. Salary Actions**

- 1) Communications – Payroll Status Change for Angela Dobyns
- 2) IT – Payroll Status Change for Adam Klein
- 3) Jail – Payroll Status Change for Shannon Holman, Kayla Werneburg

**B. Reports**

- 1) Sheriff’s Report of Fees Disbursed and Collected for June 2021

7. **ADJOURN**

Motion by Shea, second by Grobe, to adjourn meeting. UNANIMOUS VOTE. Motion Carried.  
THE BOARD ADJOURNED SUBJECT TO CALL AT 1:15 P.M.

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Scott A. Belt, Chairman

ATTEST:

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: August 10, 2021

PUBLISH: X

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

| Vendor Name  | Payable Description           | Total Payments |
|--|-------------------------------|----------------|
| A & D TECHNICAL SUPPLY CO INC                        | PROF SVC - SHERIFF            | 1,975.26       |
| ABBIE ASHCRAFT                                       | REIMB EXP - SWIA MHDS REGION  | 8.29           |
| ABC ELECTRIC INC                                     | PROF SVC - NON DEPARTMENTAL   | 7,700.75       |
| ABLE LOCKSMITHS                                      | PROF SVC - CONSERVATION       | 62.50          |
| ACCURATE CONTROL INC                                 | PROF SVC - NON DEPARTMENTAL   | 69,099.75      |
| ACCURATE LAWN & IRRIGATION LLC                       | PROF SVC - SWI JUV            | 828.00         |
| ACTION SIGNS INC                                     | PROF SVC - SHERIFF            | 116.00         |
| ADAM FIELDS  | REIMB EXP - SHERIFF           | 454.72         |
| ADAM KLEIN   | REIMB EXP - IT                | 49.34          |
| ADVANCE SOUTHWEST IOWA CORPORATION                   | ECONOMIC DEV - BOARD          | 45,000.00      |
| AEGEAN LLC   | TRAINING - SHERIFF            | 525.00         |
| AGRILAND FS INC                                      | FUEL - CONSERVATION           | 1,547.63       |
| AGRIVISION GROUP LLC                                 | ROADS/PARTS                   | 1,332.42       |
| AHLERS & COONEY PC                                   | LEGAL SVCS - BOARD            | 4,853.00       |
| AIRGAS INC   | ROADS/RENT                    | 32.03          |
| AJR PROPERTIES INC                                   | RENT ASSIST - GA              | 52.38          |
| ALAN FROHARDT  | WELL CLOSURE - ENV HEALTH     | 500.00         |
| ALEGENT CREIGHTON CLINIC                             | MED SVCS - JAIL               | 16.80          |
| ALEGENT CREIGHTON HEALTH                             | MED SVCS - CONSERVATION       | 1,052.00       |
| ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM            | MED SVCS - JAIL               | 183.79         |
| AMAZON CAPITAL SERVICES INC                          | SUPPLIES - B&G                | 2,747.79       |
| AMERICAN NATIONAL BANK                               | MO BILL - SHERIFF             | 15,011.16      |
| AMI GROUP INC  | PROF SVC - B&G                | 6,615.00       |
| ANDRY HAYDUK   | RENT ASSIST - GA              | 500.00         |
| ANTHONY KAVA   | REIMB EXP - SHERIFF           | 416.64         |
| ASP ENTERPRISES INC                                  | ROADS/ROCK                    | 436.77         |
| ATHERTON AUTOMOTIVE SERVICE                          | PROF SVC - CO ATTORNEY        | 3,348.73       |
| AVOCA BUILDING MATERIAL CENTER INC                   | SUPPLIES - CONSERVATION       | 242.48         |
| AVOCA MAIN STREET INC                                | CONTRIBUTION - BOARD          | 3,000.00       |
| AVTECH SOFTWARE INC                                  | SUPPLIES - IT                 | 1,813.50       |
| AXON ENTERPRISE INC                                  | SUPPLIES - CONSERVATION       | 317.66         |
| B&R STORES INC                                       | SUPPLIES - SWI JUV            | 54.32          |
| BAKER TILLY VIRCHOW KRAUSE LLP                       | PROF SVC - BOARD              | 16,925.00      |
| BARB CHENEY  | REIMB EXP - SWIA MHDS REGION  | 136.64         |
| BAUER BUILT INC                                      | PROF SVC - SHERIFF            | 462.80         |
| BENNETT REFRIGERATION                                | PROF SVC - JAIL               | 475.14         |
| BERNIE BOLTON  | MEETING - BOARD               | 20.00          |
| BETTY SHOMSHOR                                       | PROF SVC - LOST WEST POTT     | 1,602.00       |
| BILLS WATER CONDITIONING INC                         | MO BILL - CO ATTORNEY         | 747.40         |
| BILLYS INC   | SUPPLIES - CONSERVATION       | 302.35         |
| BISHOP BUSINESS EQUIPMENT COMPANY                    | PROF SVC - CO ATTORNEY        | 1,723.58       |
| BLACK HILLS ENERGY                                   | MO BILL - JAIL                | 2,943.39       |
| BLU MOVING   | PROF SVC - DHS                | 240.00         |
| BLUFFS ELECTRIC INC                                  | PROF SVC - CONSERVATION       | 947.23         |
| BLUFFS PAVING & UTILITY COMPANY INC                  | ROADS/VOUCHER 6               | 497,125.80     |
| BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE) | PROF SVC - CO ATTORNEY        | 150.00         |
| BOB BARKER COMPANY INC                               | SUPPLIES - SWI JUV            | 20.33          |
| BODE DUE INC   | ROADS/TIRE REPAIR - 373       | 146.00         |
| BOMGAARS SUPPLY INC                                  | SUPPLIES - CONSERVATION       | 2,422.74       |
| BOO INC  | PROF SVC - B&G                | 4,068.54       |
| BP ENTERPRISES                                       | PROF SVC - SHERIFF            | 692.50         |
| BRANDON ALLEN  | REIMB EXP - SHERIFF           | 100.60         |
| BREDA TELEPHONE CORPORATION                          | MO BILL - COMMUNICATIONS      | 734.00         |
| BRENDA WINDMULLER                                    | MEETING - BOARD               | 20.00          |
| BRETT LARSON   | MEETING - PLANNING            | 30.04          |
| BRIAN MILLER   | REIMB EXP - SHERIFF           | 603.71         |
| BRIAN MCMILLIN                                       | PROF SVC - BOARD              | 6,000.00       |
| BRIAN SHEA   | REIMB EXP - BOARD             | 158.64         |
| BUCKLEY POWDER CO                                    | ROADS/MATERIALS               | 406.00         |
| BURNHAM ELECTRICAL SERVICES AND TECHNOLOGIES INC     | ROADS/REPAIR - CENTRAL        | 89.00          |
| BUSINESS CLEANING SOLUTIONS INC                      | MO BILL - CONSERVATION        | 517.00         |
| C & A SCALES SERVICE INC                             | PROF SVC - ENV HEALTH         | 16.20          |
| C & J INDUSTRIAL SUPPLY INC                          | ROADS/UTILITIES - UNDERWOOD   | 43.25          |
| C & P AUTO PARTS INC                                 | SUPPLIES - SHERIFF            | 32.61          |
| CALHOUN COMMUNICATIONS INC                           | PROF SVC - CONSERVATION       | 6,275.94       |
| CALLIE SCHEFFLER                                     | TOWER RENTAL - COMMUNICATIONS | 475.27         |
| CAROLE A DANKER                                      | PROF SVC - LOST WEST POTT     | 11,792.70      |
| CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC       | ROADS/SUPPLIES                | 615.00         |
| CASS COUNTY (IA)                                     | TRANSPORT - SWIA MHDS REGION  | 97.04          |
| CDW LLC  | SUPPLIES - COMMUNICATIONS     | 6,123.68       |
| CELEBRATE CATERING                                   | PROF SVC - CONSERVATION       | 1,667.00       |
| CELLCO PARTNERSHIP                                   | MO BILL - SHERIFF             | 8,898.36       |
| CEN PRO  | ROADS/DECALS - 621 & 216      | 47.00          |
| CENTURYLINK INC                                      | MO BILL - COMMUNICATIONS      | 37,805.20      |
| CHASITY KEPHART                                      | REIMB EXP - SWIA MHDS REGION  | 44.83          |
| CHECKETTS LAW PLC                                    | LEGAL SVCS - BOARD            | 530.00         |



|   |                                |            |
|---|--------------------------------|------------|
| CHRISTIAN HOME ASSOCIATION                  | PROF SVC - DHS                 | 2,200.88   |
| CHRISTOPHER JON ELLIOTT                     | MED SVCS - MED EXAMINER        | 6,666.67   |
| CINTAS CORPORATION NO 2                     | ROADS/SUPPLIES                 | 133.97     |
| CIT BANK NA                                 | PROF SVC - WIC                 | 175.84     |
| CITIBANK NA                                 | SUPPLIES - DHS                 | 183.57     |
| CITIBANK NA                                 | SUPPLIES - CONSERVATION        | 39.98      |
| CITIBANK NA                                 | MO BILL - B&G                  | 150.04     |
| CITY OF AVOCA                               | ROADS/UTILITIES                | 63.94      |
| CITY OF CARSON                              | ROADS/UTILITIES                | 158.62     |
| CITY OF COUNCIL BLUFFS                      | PROF SVC - BOARD               | 230,927.10 |
| CITY OF COUNCIL BLUFFS                      | PROF SVC - PUBLIC HEALTH       | 900.00     |
| CITY OF HANCOCK                             | MO BILL - CONSERVATION         | 314.16     |
| CITY OF MCCLELLAND                          | ROADS/TJ - RUTF                | 4,762.60   |
| CITY OF MISSOURI VALLEY                     | RENT ASSIST - SWIA MHDS REGION | 41.32      |
| CITY OF OAKLAND                             | MO BILL - ENV HEALTH           | 16.00      |
| CITY OF SHELBY                              | PROF SVC - EMA                 | 866.00     |
| CITY OF WALNUT                              | ROADS/UTILITIES                | 43.35      |
| CLARK JEPPESEN                              | PROF SVC - CONSERVATION        | 268.85     |
| COLLEEN SYLVIS                              | REIMB EXP - COMMUNICATIONS     | 84.73      |
| COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC | ROADS/TIRES - 430              | 593.00     |
| COMMUNITY SUPPORTS NETWORK INC (THE)        | RENT ASSIST - GA               | 426.00     |
| CONCERNED INC                               | PROF SVC - SWIA MHDS REGION    | 1,299.00   |
| CONNECTIONS AREA AGENCY ON AGING INC        | PROF SVC - PUBLIC HEALTH       | 22,500.00  |
| CONNER PSYCHOLOGICAL SERVICES               | MED SVCS - COMMUNICATIONS      | 385.00     |
| CONTRACT PHARMACY SERVICES INC              | SUPPLIES - JAIL                | 17,803.97  |
| COOK'S DIRECT INC                           | SUPPLIES - JAIL                | 921.57     |
| CORNERSTONE COMMERCIAL CONTRACTORS INC      | PROF SVCS - BOARD              | 70,644.47  |
| CORNHUSKER INTERNATIONAL TRUCKS INC         | ROADS/PARTS                    | 294.33     |
| COTT SYSTEMS INC                            | PROF SVC - AUDITOR             | 21,810.00  |
| COUNCIL BLUFFS CHAMBER OF COMMERCE          | REGISTRATION - VA              | 1,940.00   |
| COUNCIL BLUFFS WATER WORKS                  | MO BILL - JAIL                 | 5,270.10   |
| COUNTRY CARE CENTER CORP                    | TRANSPORT - SWIA MHDS REGION   | 100.00     |
| COX COMMUNICATIONS                          | MO BILL - IT                   | 8,026.90   |
| CREXENDO BUSINESS SOLUTIONS INC             | PROF SVC - SWIA MHDS REGION    | 70.76      |
| CRYSTAL CLEAR WATER INC                     | MO BILL - RECORDER             | 55.75      |
| CTM MEDIA GROUP INC                         | PROF SVC - BOARD               | 4,560.00   |
| CUMMINS INC                                 | PROF SVC - JAIL                | 841.67     |
| CYBERGENETICS CORP                          | PROF SVC - CO ATTORNEY         | 2,500.00   |
| DAMIEN SHULL                                | RENT ASSIST - GA               | 310.00     |
| DANELLE BRUCE                               | REIMB EXP - SWIA MHDS REGION   | 204.96     |
| DANIEL TEMEYER                              | REIMB EXP - SHERIFF            | 513.58     |
| DARIN HAAKE                                 | MEETING - SWI JUV              | 56.56      |
| DAVES PLACE LLC                             | MED SVCS - SWIA MHDS REGION    | 16,500.00  |
| DAVID DANKER                                | WELL CLOSURE - ENV HEALTH      | 500.00     |
| DAVID K LYON                                | ROADS/SERVICE - 373            | 400.00     |
| DAVID KNIGHT                                | SUBSCRIPTION - VA              | 70.00      |
| DEBBIE SCHULER                              | REIMB EXP - SWIA MHDS REGION   | 33.88      |
| DELL MARKETING LP                           | EQUIP - NON DEPARTMENTAL       | 72,307.23  |
| DIAMOND MOWERS LLC                          | ROADS/PARTS                    | 356.09     |
| DIAMOND OIL COMPANY                         | FUEL - CONSERVATION            | 1,147.31   |
| DIXIE SCHEFFLER                             | TOWER RENTAL - COMMUNICATIONS  | 475.27     |
| DLR GROUP INC                               | PROF SVC - SHERIFF             | 8,435.70   |
| DOLORES SILKWORTH                           | MEETING - PLANNING             | 32.84      |
| DON SCHEFFLER                               | MEETING - BOARD                | 20.00      |
| DONALD NIELSON                              | PUBLICATIONS - BOARD           | 1,717.47   |
| DONALD NIELSON                              | PUBLICATIONS - BOARD           | 1,742.07   |
| DONALD W MATHEWS                            | PROF SVC - SHERIFF             | 2,287.21   |
| DOUGLAS COUNTY (NE)                         | SVC FEES - BOARD               | 400.00     |
| DUANE RAYBURN                               | RENT ASSIST - GA               | 400.00     |
| DUKE AERIAL INC                             | ROADS/RENTAL - UNDERWOOD       | 2,623.90   |
| DUKE SCHEFFLER                              | TOWER RENTAL - COMMUNICATIONS  | 475.27     |
| DULTMEIER SALES LLC                         | SUPPLIES - CONSERVATION        | 225.45     |
| DUSTIN PEREGRINE                            | REIMB EXP - IT                 | 9.52       |
| DXP ENTERPRISES INC                         | ROADS/PARTS                    | 239.16     |
| EBS c/o AMERICAN NATIONAL BANK              | EBS RETIREES - JAIL            | 5,534.16   |
| ECHO GROUP INC                              | SUPPLIES - COMMUNICATIONS      | 1,066.43   |
| EDWARDS CHEVROLET CADILLAC                  | PROF SVC - SHERIFF             | 589.14     |
| ELECTION SYSTEMS & SOFTWARE LLC             | SUPPLIES - AUDITOR             | 31,840.00  |
| ELECTRONIC SOUND INC                        | PROF SVC - B&G                 | 625.00     |
| ELIOR INC                                   | SUPPLIES - JAIL                | 48,099.89  |
| EMILY HUGEN                                 | REIMB EXP - EAST POTT SWCD     | 589.68     |
| ENGINEERED CONTROLS INC                     | PROF SVC - SWI JUV             | 1,340.00   |
| EROSION CONTROL PRODUCTS CORPORATION        | ROADS/PARTS                    | 175.91     |
| EXTRA PACKAGING LLC                         | SUPPLIES - MED EXAMINER        | 1,617.47   |
| FAITHFUL FARMS LLC                          | PROF SVC - LOST WEST POTT      | 6,960.00   |
| FARM SERVICE COOPERATIVE                    | ROADS/FUEL                     | 21,971.18  |
| FARMERS MUTUAL COOPERATIVE TELEPHONE        | MO BILL - CONSERVATION         | 443.65     |
| FERRELLGAS LP                               | RENT - COMMUNICATIONS          | 102.72     |
| FILLENWARTH BEACH LLC                       | PROF SVC - CO ATTORNEY         | 523.04     |
| FIREGUARD INC                               | PROF SVC - NON DEPARTMENTAL    | 952.74     |
| FIRESPRING PRINT INC                        | PROF SVC - PUBLIC HEALTH       | 516.88     |
| FIRST NATIONAL BANK OF OMAHA                | ROADS/MULT ACCOUNTS            | 2,695.67   |

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| FIRST WIRELESS INC                                   | SUPPLIES - COMMUNICATIONS      | 170.57     |
| FMTC SWT INC   | ROADS/UTILITIES                | 130.65     |
| FORESTRY SUPPLIERS INC                               | SUPPLIES - CONSERVATION        | 137.61     |
| FOUR ACES TRANSPORTATION                             | TRANSPORT - SWIA MHDS REGION   | 22.00      |
| FOX CREEK FUNDRAISING LLC                            | PROF SVC - PUBLIC HEALTH       | 8,606.25   |
| FRANK DUNN   | ROADS/MATERIALS                | 829.00     |
| FRONTIER COMMUNICATIONS OF IOWA LLC                  | MO BILL - COMMUNICATIONS       | 259.90     |
| GALLS LLC  | SUPPLIES - SWI JUV             | 319.38     |
| GARY NILAN   | MEETING - BOARD                | 20.00      |
| GARY VANAERNAM                                       | MEETING - SWI JUV              | 79.52      |
| GAWLEY TIRE & REPAIR INC                             | ROADS/TIRE REPAIR              | 445.00     |
| GBWH OMAHA LLC                                       | TRAINING - IT                  | 10,000.00  |
| GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA        | PROF SVC - ENV HEALTH          | 444.70     |
| GENIE SERVICES                                       | PROF SVC - PUBLIC HEALTH       | 45.00      |
| GINA HUEBNER   | REIMB EXP - SWIA MHDS REGION   | 45.92      |
| GLAXOSMITHKLINE HOLDINGS (AMERICAS) INC              | SUPPLIES - PUBLIC HEALTH       | 430.83     |
| GOVCONNECTION INC                                    | PROF SVC - IT                  | 4,077.77   |
| GREAT AMERICA FINANCIAL SERVICES CORPORATION         | PROF SVC - SWIA MHDS REGION    | 111.25     |
| GREAT PLAINS PEST SERVICES INC                       | PROF SVC - B&G                 | 357.00     |
| GREAT PLAINS TITLE LLC                               | ROADS/ROC                      | 140,773.00 |
| GREAT PLAINS UNIFORMS                                | PROF SVC - SHERIFF             | 254.50     |
| GREG MATHIS  | PROF SVC - WEST POTT SWCD      | 137.44     |
| GREGORY L DAVIS DDS                                  | MED SVCS - JAIL                | 446.67     |
| GRISWOLD COOPERATIVE TELEPHONE CO                    | ROADS/UTILITIES                | 36.09      |
| GRP & ASSOCIATES INC                                 | PROF SVC - PUBLIC HEALTH       | 777.00     |
| GUARDIANS OF NORTHEAST IOWA INC                      | PROF SVC - SWIA MHDS REGION    | 300.00     |
| GUYER TRUCKING LLC                                   | PROF SVC - CONSERVATION        | 2,934.40   |
| HADLEY MIKOVEC                                       | REIMB EXP - SHERIFF            | 41.56      |
| HAMELE GROUP INC                                     | ROADS/TOOLS                    | 47.47      |
| HARRISON COUNTY HOMEMAKERS                           | SUPPORT SVC - SWIA MHDS REGION | 1,449.78   |
| HARRISON COUNTY RURAL ELECTRIC COOPERATIVE           | MO BILL - COMMUNICATIONS       | 521.69     |
| HARRY H WALLAR VIII                                  | PROF SVC - PUBLIC HEALTH       | 300.00     |
| HEARTLAND COOP                                       | FUEL - SHERIFF                 | 39.98      |
| HEARTLAND FAMILY SERVICE                             | BRIDGES - SWIA MHDS REGION     | 138,075.81 |
| HEARTLAND TIRES AND TREADS INC                       | ROADS/TIRES - CENTRAL          | 7,446.72   |
| HEATH HOPPE  | REFUND - PLANNING              | 1,344.55   |
| HENRY SCHEIN INC                                     | SUPPLIES - JAIL                | 615.93     |
| HGM ASSOCIATES INC                                   | ROADS/SERVICES                 | 65,383.46  |
| HOLTZ SERVICE & SMALL ENGINE                         | ROADS/REPAIR                   | 54.90      |
| HOME DEPOT USA INC                                   | SUPPLIES - B&G                 | 169.65     |
| HOTSY EQUIPMENT CO                                   | ROADS/SERVICE - CENTRAL        | 1,938.88   |
| HY VEE STORE   | SUPPLIES - JAIL                | 309.64     |
| IA STATE SHERIFFS & DEPUTY ASSOCIATION               | SUPPLIES - SHERIFF             | 325.00     |
| INDOFF   | SUPPLIES - COMMUNICATIONS      | 2,336.46   |
| INFOSAFE SHREDDING INC                               | PROF SVC - DHS                 | 867.00     |
| INSIGHT PUBLIC SECTOR                                | LICENSE - HR                   | 75.63      |
| IOWA COMMUNITIES ASSURANCE POOL                      | INSURANCE - SWIA MHDS REGION   | 9,215.00   |
| IOWA COUNTY ATTORNEYS ASSOCIATION                    | REGISTRATION - CO ATTORNEY     | 1,400.00   |
| IOWA DEPT OF NATURAL RESOURCES                       | PERMIT - CONSERVATION          | 25.00      |
| IOWA LAW ENFORCEMENT ACADEMY                         | TRAINING - SHERIFF             | 1,150.00   |
| IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION | WORK COMP - BOARD              | 111,818.00 |
| IOWA OFFICE INTERIORS                                | SUPPLIES - AUDITOR             | 419.40     |
| IOWA PRECINCT ATLAS CONSORTIUM                       | MEMBERSHIP - AUDITOR           | 6,038.04   |
| IOWA STATE ASSOCIATION OF COUNTIES                   | MEMBERSHIP - SWIA MHDS REGION  | 68,310.66  |
| IOWA STATE BAR ASSOCIATION                           | ANNUAL DUES - CO ATTORNEY      | 2,605.00   |
| IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY      | ROADS/REGISTRATION             | 170.00     |
| IOWA TRAVEL INDUSTRY PARTNERS                        | MEMBERSHIP - BOARD             | 650.00     |
| IOWA WASTE SERVICES HOLDING INC                      | PROF SVC - JAIL                | 2,421.26   |
| IOWA WASTE SERVICES HOLDINGS INC                     | PROF SVC - ENV HEALTH          | 2,380.07   |
| IOWA WORKFORCE DEVELOPMENT                           | 2Q UNEMPLOYMENT 2021           | 1,118.00   |
| ISCTA  | DUES - TREASURER               | 250.00     |
| IVAN DELGADO MD                                      | MED SVCS - JAIL                | 1,645.88   |
| J P COOKE CO   | PROF SVC - NON DEPARTMENTAL    | 1,722.40   |
| JACK SCHEFFLER                                       | TOWER RENTAL - COMMUNICATIONS  | 475.27     |
| JACKSON SERVICES INC                                 | PROF SVC - B&G                 | 498.46     |
| JACOB HOLMES   | MEETING - SWI JUV              | 92.96      |
| JDW MIDWEST LLC                                      | PROF SVC - PLANNING            | 600.00     |
| JEBRO INCORPORATED                                   | ROADS/MATERIALS                | 2,690.08   |
| JEFFERSON FARM & AUTO LLC                            | ROADS/TIRES - 405              | 236.50     |
| JEFFREY W ANDERSEN                                   | ROADS/TIRES - 435              | 3,396.07   |
| JEFFS WASH & GLO                                     | PROF SVC - SHERIFF             | 275.00     |
| JENNIE EDMUNDSON HOSPITAL                            | MED SVCS - SWIA MHDS REGION    | 145.80     |
| JENSEN WELL CO INC                                   | PROF SVC - CONSERVATION        | 189.00     |
| JEREMY PETERSEN                                      | REIMB EXP - SHERIFF            | 645.46     |
| JEREMY YOST  | EMP REIMB - CONSERVATION       | 68.32      |
| JERRICO PROPERTIES LLC                               | RENT ASSIST - SWIA MHDS REGION | 58.00      |
| JERROD NIELSEN                                       | SUPPLIES - SHERIFF             | 250.00     |
| JIM HAWK TRUCK TRAILERS INC                          | ROADS/PARTS                    | 2,119.12   |
| JKL ENTERPRISES INC                                  | PROF SVC - SWIA MHDS REGION    | 38.45      |
| JODIE BECKMAN  | REIMB EXP - AUDITOR            | 10.08      |
| JOHNSON COUNTY (IA)                                  | TRANSPORT - SWIA MHDS REGION   | 61.62      |
| JOHNSON DRYWALL CO INC                               | PROF SVC - NON DEPARTMENTAL    | 10,100.00  |

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| JON HILZ                                  | REIMB EXP - SHERIFF             | 213.15     |
| JON THOMAS MD                             | REIMB EXP - JAIL                | 2,232.00   |
| JP BORING CO                              | PROF SVC - ENV HEALTH           | 5,704.30   |
| JP LUMBER INC                             | SUPPLIES - CONSERVATION         | 272.82     |
| KAREN POTTER MAXWELL                      | PROF SVC - WIC                  | 100.00     |
| KEAST MOTORS INC                          | ROADS/REPAIRS - 442             | 690.48     |
| KELBY RODENBURG                           | PROF SVC - LOST WEST POTT       | 1,177.70   |
| KELLY MCMARTIN                            | MEETING - BOARD                 | 40.00      |
| KERRI WEDE                                | MEETING - PLANNING              | 45.16      |
| KERRY NORTHWAY                            | PROF SVC - SHERIFF              | 814.25     |
| KEY REAL ESTATE COMPANY                   | RENT ASSIST - GA                | 500.00     |
| KIMBERLY WICKERSHAM                       | EMP REIMB - CONSERVATION        | 50.00      |
| KMC PROPERTIES                            | RENT ASSIST - GA                | 400.00     |
| KOLEY RELIGIOUS COMPANY                   | SUPPLIES - B&G                  | 88.10      |
| KONE INC                                  | PROF SVC - JAIL                 | 298.04     |
| KONICA MINOLTA BUSINESS SOLUTIONS USA INC | PROF SVC - WIC                  | 32.05      |
| KRISTINA M RICHEY                         | REIMB EXP - SWIA MHDS REGION    | 493.36     |
| KRONOS INC                                | PROF SVC - IT                   | 3,657.80   |
| LANGUAGE LINE SERVICE INC                 | PROF SVC - COMMUNICATIONS       | 241.60     |
| LARSEN SUPPLY CO                          | SUPPLIES - CONSERVATION         | 2,383.04   |
| LAWSON PRODUCTS INC                       | ROADS/SUPPLIES                  | 281.32     |
| LEATHAM FAMILY LLC                        | SUPPLIES - COMMUNICATIONS       | 904.00     |
| LEE BHM CORP                              | PUBLICATIONS - BOARD            | 4,114.99   |
| LEWIS DAVIDS III                          | REIMB EXP - JAIL                | 37.90      |
| LIFEGUARD MD INC                          | SUPPLIES - CONSERVATION         | 1,197.00   |
| LOCK CRAFTERS LLC                         | PROF SVC - SWI JUV              | 1,650.50   |
| LONNIE MAYBERRY                           | MEETING - SWI JUV               | 19.04      |
| LYLES DISCOUNT TIRES INC                  | PROF SVC - CONSERVATION         | 15.48      |
| LYMAN RICHEY CORPORATION                  | ROADS/MATERIALS                 | 7,523.30   |
| LYNCH CONSTRUCTION SERVICES LLC           | PROF SVC - CONSERVATION         | 10,494.00  |
| LYNN GROBE                                | REIMB EXP - BOARD               | 630.32     |
| LYNN LEADERS                              | MEETING - PLANNING              | 35.64      |
| MAIL SERVICES                             | PROF SVC - TREASURER            | 3,144.16   |
| MARC FREEMAN                              | REIMB EXP - SHERIFF             | 52.95      |
| MARCO TECHNOLOGIES LLC                    | PROF SVC - SWI JUV              | 199.00     |
| MARILYN KENNEDY                           | REIMB EXP - AUDITOR             | 73.92      |
| MARK MERTES                               | ROADS/REPAIR - 326              | 96.32      |
| MARKS CARPET CLEANING INC                 | PROF SVC - B&G                  | 150.00     |
| MARVEL THIEL                              | RENT ASSIST - GA                | 475.00     |
| MATTHEW SPITZNAGLE                        | REIMB EXP - COMMUNICATIONS      | 68.79      |
| MAURA GOALEY                              | LEGAL REP - BOARD               | 1,277.50   |
| MBI INC                                   | RENT ASSIST - GA                | 400.00     |
| MCKESSON MEDICAL SURGICAL INC             | SUPPLIES - PUBLIC HEALTH        | 45.50      |
| MCLAUGHLIN SEPTIC & PORTABLE SERVICES     | PROF SVC - CONSERVATION         | 230.00     |
| MEEKER WELL LLC                           | PROF SVC - CONSERVATION         | 6,532.05   |
| MEGAN ALBERS                              | REIMB EXP - JAIL                | 84.77      |
| MELVIN LARSEN                             | ROADS/MOWING                    | 160.00     |
| MENARDS                                   | SUPPLIES - CONSERVATION         | 1,073.85   |
| MICHAEL DEAN ANDERSON                     | PROF SVC - EAST POTT SWCD       | 350.00     |
| MICHAEL GUSTAFSON                         | PROF SVC - NON DEPARTMENTAL     | 2,635.31   |
| MICHAEL J OLSON                           | MEETING - SWI JUV               | 54.88      |
| MICHAEL TODD & COMPANY                    | ROADS/SUPPLIES                  | 824.10     |
| MIDAMERICAN ENERGY                        | ROADS/HANCOCK                   | 90,688.10  |
| MIDLANDS HUMANE SOCIETY                   | CONTRACT - ANIMAL CONTROL       | 7,121.63   |
| MIDWEST CARD & ID SOLUTIONS LLC           | PROF SVC - EMA                  | 3,400.00   |
| MIDWEST COMPLIANCE ASSOCIATES             | PROF SVC - SWIA MHDS REGION     | 2,000.00   |
| MIDWEST GLASS & GLAZING INC               | PROF SVC - BOARD                | 3,559.00   |
| MIDWEST MEDICAL AND SAFETY INC            | SUPPLIES - JAIL                 | 108.80     |
| MILLER ELECTRIC COMPANY                   | PROF SVC - NON DEPARTMENTAL     | 3,270.00   |
| MILLS COUNTY (IA)                         | SVC FEES - BOARD                | 90.08      |
| MINDEN VOLUNTEERFIRE & RESCUE             | PROF SVC - EMA                  | 1,730.30   |
| MIRANDA WACHTER                           | REIMB EXP - SWIA MHDS REGION    | 10.64      |
| MMB LLC                                   | ROADS/PARTS                     | 1,860.92   |
| MOBILE MINI INC                           | RENT - PUBLIC HEALTH            | 48.15      |
| MONTGOMERY COUNTY (IA)                    | TRANSPORT - SWIA MHDS REGION    | 302.00     |
| MOSAIC                                    | SUPPORT SVCS - SWIA MHDS REGION | 1,600.00   |
| MOTOROLA SOLUTIONS INC                    | PROF SVC - COMMUNICATIONS       | 210,061.32 |
| MPE EQUIPMENT SERVICES INC                | ROADS/REPAIR                    | 6,000.00   |
| MUNICIPAL HOUSING AGENCY                  | RENT ASSIST - GA                | 50.00      |
| MUSCATINE COUNTY (IA)                     | SVC FEES - BOARD                | 213.50     |
| NATIONAL EMERGENCY MANAGEMENT ASSOCIATION | MEMBERSHIP - EMA                | 360.00     |
| NATIONAL SHERIFFS ASSOCIATION             | TRAINING - JAIL                 | 1,026.28   |
| NCH CORPORATION                           | PROF SVC - B&G                  | 298.75     |
| NEBRASKA MACHINERY COMPANY                | ROADS/SERVICE - 114             | 6,911.69   |
| NEW CENTURY PHYSICIANS OF IOWA PC         | MED SVCS - JAIL                 | 749.70     |
| NEXTAFF GROUP LLC                         | MED SVCS - PUBLIC HEALTH        | 10,515.23  |
| NISHNA PRODUCTIONS INC                    | SUPPORT SVC - SWIA MHDS REGION  | 33,449.00  |
| NISHNABOTNA VALLEY RURAL ELECTRIC         | ROADS/UTILITIES                 | 2,254.55   |
| NJ CRIMINAL INTERDICTION LLC              | TRAINING - SHERIFF              | 299.00     |
| NOLAN NIELSEN                             | REIMB EXP - JAIL                | 50.92      |
| NORTHWEST IOWA YOUTH EMERGENCY SERVICES   | TRANSPORT - SWIA MHDS REGION    | 306.75     |
| OMAHA COMPOUND                            | SUPPLIES - JAIL                 | 293.35     |

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| OMAHA COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY    | PROF SVC - GIS                 | 86,301.37  |
| OMAHA PUBLIC POWER DISTRICT                               | UTILITY ASSIST - GA            | 85.00      |
| OMAHA SLINGS INC  | ROADS/PARTS                    | 237.15     |
| OMAHA TRUCK CENTER COMPANY INC                            | ROADS/PARTS                    | 11,194.98  |
| OMG MIDWEST INC   | ROADS/MATERIALS                | 2,297.93   |
| OMNI CENTRE LLC   | RENT - WIC                     | 1,983.00   |
| OTIS ELEVATOR COMPANY                                     | PROF SVC - B&G                 | 2,042.00   |
| OUTDOOR POWER GROUP INC                                   | SUPPLIES - CONSERVATION        | 666.81     |
| PAGE COUNTY (IA)  | TRANSPORT - SWIA MHDS REGION   | 179.60     |
| PARALLEL TECHNOLOGIES INC                                 | PROF SVC - NON DEPARTMENTAL    | 13,891.00  |
| PARTNERSHIP FOR PROGRESS INC                              | RCF - SWIA MHDS REGION         | 38,435.40  |
| PATRICK RIGG  | RENT ASST - GA                 | 400.00     |
| PAUL HARDER   | MEETING - BOARD                | 40.00      |
| PAUL THIES  | ROADS/UTILITIES - KEG CRK      | 292.94     |
| PAYLESS OFFICE PRODUCTS                                   | SUPPLIES - RECORDER            | 329.94     |
| PEOPLESERVICE INC   | UTILITY ASSIST - GA            | 131.73     |
| PHILLIP MCMARTIN  | MEETING - BOARD                | 20.00      |
| PHILLIP RHODES  | PROF SVC - CONSERVATION        | 89.00      |
| PIERCE PUMP INC   | ROADS/SUPPLIES                 | 51.82      |
| PITNEY BOWES INC  | PROF SVC - AUDITOR             | 558.11     |
| POINT OF VIEW STRATEGIES LLC                              | PROF SVC - PUBLIC HEALTH       | 250.00     |
| POPCO INC   | MO BILL - PLANNING             | 67.50      |
| POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS                 | INDIRECT COSTS - WIC           | 1,508.43   |
| POTTAWATTAMIE COUNTY                                      | HOTEL/MOTEL TAX - CONSERVATION | 1,909.00   |
| POTTAWATTAMIE COUNTY CLERK OF COURT                       | COURT COSTS - CO ATTORNEY      | 190.00     |
| POTTAWATTAMIE COUNTY COMMUNITY FOUNDATION                 | MED SVCS - PUBLIC HEALTH       | 456.00     |
| POTTAWATTAMIE COUNTY CONSERVATION BOARD                   | PROCESSING FEES - CONSERVATION | 625.18     |
| POTTAWATTAMIE COUNTY HOUSING TRUST FUND INC               | FUNDING MATCH - BOARD          | 15,000.00  |
| POTTAWATTAMIE COUNTY IT DEPARTMENT                        | PROF SVC - SWIA MHDS REGION    | 9.00       |
| POTTAWATTAMIE COUNTY PUBLIC HEALTH                        | MED SVC - WIC                  | 492.00     |
| POTTAWATTAMIE COUNTY SHERIFF                              | TRANSPORT SVC FEES - BOARD     | 30,311.82  |
| POTTAWATTAMIE COUNTY TREASURER                            | PROF SVC - CONSERVATION        | 6.40       |
| PPE INC   | SUPPLIES - SHERIFF             | 2,550.00   |
| PRIDE GROUP INC (THE)                                     | RCF - SWIA MHDS REGION         | 15,203.45  |
| QUADIENT INC  | SUPPLIES - BOARD               | 258.10     |
| QUADIENT LEASING USA INC                                  | PROF SVC - TREASURER           | 1,278.12   |
| R & S WASTE SYSTEMS LLC                                   | ROADS/UTILITIES                | 1,317.35   |
| RADAR SHOP INC (THE)                                      | PROF SVC - SHERIFF             | 212.25     |
| RASMUSSEN MECHANICAL SERVICES                             | PROF SVC - JAIL                | 2,291.74   |
| RAY MARTIN COMPANY OF OMAHA                               | PROF SVC - B&G                 | 3,725.09   |
| RED OAK WELDING SUPPLIES INC                              | ROADS/RENT                     | 112.20     |
| REGIONAL WATER INC  | PROF SVC - BOARD               | 301,376.45 |
| RENE STROUD   | UNIFORM - CONSERVATION         | 50.88      |
| RESOURCE RENTAL CENTER INC                                | ROADS/RENT                     | 1,890.00   |
| RETROFIT COMPANIES INC (THE)                              | PROF SVC - ENV HEALTH          | 85.00      |
| REX GROTE   | PROF SVC - LOST WEST POTT      | 710.00     |
| RICK LARSON   | MEETING - PLANNING             | 37.88      |
| RIVERBEND APARTMENTS LLC                                  | RENT ASSIST - GA               | 3,130.00   |
| RLKM INC  | PROF SVC - SHERIFF             | 65.00      |
| RYAN AVIS   | REIMB EXP - SHERIFF            | 35.68      |
| S & L ENTERPRISES INC                                     | MO BILL - CONSERVATION         | 342.00     |
| S S PHARMACY  | MED ASSIST - GA                | 65.65      |
| SAINT JOHN LUTHERAN CHURCH                                | MO BILL - CONSERVATION         | 25.00      |
| SAM ASHER COMPUTING SERVICES INC                          | MO BILL - IT                   | 261.38     |
| SANDAU BROTHERS SIGN COMPANY                              | PROF SVC - PUBLIC HEALTH       | 1,975.00   |
| SANDRA HART   | LEGAL REP - SWIA MHDS REGION   | 226.80     |
| SANOFI US SERVICES INC                                    | SUPPLIES - PUBLIC HEALTH       | 419.31     |
| SAPP BROS PETROLEUM INC                                   | FUEL - SHERIFF                 | 11,525.17  |
| SCHEMMER ASSOCIATES INC (THE)                             | ROADS/HANCOCK                  | 2,022.25   |
| SCHILDBERG CONSTRUCTION CO INC                            | ROADS/ROCK                     | 78,176.11  |
| SCHROER & ASSOCIATES PC                                   | PROF SVC - JAIL                | 360.00     |
| SCOTT BELT  | REIMB EXP - BOARD              | 155.28     |
| SDJD BROWN INC  | PROF SVC - SHERIFF             | 8,415.53   |
| SECURITY TRANSPORT SERVICES INC                           | TRANSPORT - JAIL               | 2,047.55   |
| SHARON L BEDSAUL  | PROF SVC - CONSERVATION        | 25.00      |
| SHELBY COUNTY (IA)  | REIMB EXP - SWIA MHDS REGION   | 512.88     |
| SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL            | PROF SVC - SWIA MHDS REGION    | 4,000.00   |
| SHELLEY WELTER  | REIMB EXP - SWIA MHDS REGION   | 271.04     |
| SHRED IT US JV LLC  | PROF SVC - WIC                 | 113.63     |
| SIoux COUNTY (IA)   | MH ADVOCATE - SWIA MHDS REGION | 93.51      |
| SOUTHWEST IOWA PLANNING COUNCIL                           | DUES - BOARD                   | 18,791.06  |
| SPEEDEE DELIVERY SERVICE INC                              | PROF SVC - DHS                 | 377.11     |
| ST LUKES HEALTH RESOURCES                                 | ROADS/DRUG SCREENING           | 210.00     |
| STA BILT CONSTRUCTION                                     | ROADS/MATERIALS                | 55,581.50  |
| STAPLES INC   | SUPPLIES - AUDITOR             | 303.50     |
| STAPLES INC   | SUPPLIES - DHS                 | 2,181.28   |
| STAR EQUIPMENT LTD  | ROADS/PARTS                    | 782.85     |
| STATE OF IOWA   | PERMIT - SHERIFF               | 400.00     |
| STATE OF IOWA EDUCATION IOWA PUBLIC BROADCASTING DIVISION | RENT - COMMUNICATIONS          | 1,105.60   |
| STATE OF IOWA, SECRETARY OF STATE                         | NOTARY APPLICATION - JAIL      | 30.00      |
| STATE UNIVERSITY OF IOWA                                  | PROF SVC - ENV HEALTH          | 665.00     |
| STEPHENS PECK INC   | PROF SVC - TREASURER           | 100.00     |

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| STEVE BAIER  | MEETING - SWI JUV                               | 56.00        |
| STEVEN MAGUIRE                                     | REIMB EXP - SHERIFF                             | 688.65       |
| STORTENBECKER INDUSTRIES INC                       | EQUIP - CONSERVATION                            | 639.99       |
| SUNDQUIST ENGINEERING PC                           | DRAINAGE - 2019 FLOOD - SOUTH NOBLE - PROV SVCS | 75.00        |
| SUREFIRE LLC                                       | EQUIP - SHERIFF                                 | 8,842.00     |
| SWANK MOTION PICTURES INC                          | LICENSE - JAIL                                  | 1,297.50     |
| SWI JUVENILE EMERGENCY                             | QTRLY BILL - BOARD                              | 266,405.88   |
| SYMPHONY DIAGNOSTIC SERVICES NO 1                  | MED SVCS - JAIL                                 | 335.00       |
| SYNCHRONY BANK                                     | MO BILL - JAIL                                  | 881.79       |
| SYNCHRONY BANK                                     | SUPPLIES - CONSERVATION                         | 1,891.58     |
| T HALL ABC INC                                     | SUPPLIES - B&G                                  | 96.75        |
| T W ENTERPRISES INC                                | ROADS/REPAIR                                    | 360.00       |
| THERMO KING CHRISTENSEN                            | ROADS/REPAIR                                    | 168.40       |
| TIM WICHMAN  | REIMB EXP - BOARD                               | 169.84       |
| TORYANN CROZIER                                    | PROF SVC - CONSERVATION                         | 620.00       |
| TRACY SIMMONS                                      | RENT ASSIST - GA                                | 500.00       |
| TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | PROF SVC - SHERIFF                              | 75.00        |
| TREASURER STATE OF IOWA                            | MED SVCS - SWIA MHDS REGION                     | 19,059.01    |
| TREAT AMERICA FOOD SERVICES                        | PROF SVC - SWI JUV                              | 1,857.20     |
| TREVOR NELSON                                      | REIMB EXP - JAIL                                | 100.00       |
| TRIVIUM LIFE SERVICES                              | RENT ASSIST - GA                                | 589.10       |
| TW VENDING INC                                     | SUPPLIES - JAIL                                 | 3,933.07     |
| ULTEIG ENGINEERS INC                               | ROADS/SERVICES                                  | 12,517.50    |
| UNDERWOOD FARM SUPPLY LLC                          | ROADS/SUPPLIES                                  | 1,040.05     |
| UNITED CHURCH OF AVOCA                             | RENT - WIC                                      | 50.00        |
| UNITED SEEDS INC                                   | ROADS/MATERIALS                                 | 300.00       |
| US BANK NATIONAL ASSOCIATION                       | MO BILL - CO ATTORNEY                           | 2,464.24     |
| US BANK NATIONAL ASSOCIATION                       | MO BILL - VARIOUS                               | 4,726.96     |
| US CELLULAR  | MO BILL - COMMUNICATIONS                        | 562.47       |
| US POSTAL SERVICE (QUADIENT)                       | POSTAGE - TREASURER                             | 7,500.00     |
| VERONICA ROSS                                      | REIMB EXP - COMMUNICATIONS                      | 27.85        |
| VOCATIONAL DEVELOPMENT CENTER INC                  | PROF SVC - SWIA MHDS REGION                     | 24.50        |
| VOLANO SOFTWARE LLC                                | PROF SVC - NON DEPARTMENTAL                     | 1,400.00     |
| W W GRAINGER INC                                   | SUPPLIES - B&G                                  | 1,191.53     |
| WALNUT TELEPHONE COMPANY INC                       | MO BILL - COMMUNICATIONS                        | 561.19       |
| WAUBONSIE MENTAL HEALTH CENTER INC                 | TLP - SWIA MHDS REGION                          | 17,021.41    |
| WEI KAY ENG  | REIMB EXP - WIC                                 | 28.63        |
| WELLBEING PARTNERS (THE)                           | MEMBERSHIP - PUBLIC HEALTH                      | 22,500.00    |
| WELLS FARGO FINANCIAL LEASING INC                  | PROF SVC - DHS                                  | 971.62       |
| WEST CENTRAL COMMUNITY ACTION                      | APPROPRIATION - BOARD                           | 15,000.00    |
| WEST PUBLISHING CORPORATION                        | PROF SVCS - CO ATTORNEY                         | 4,598.18     |
| WESTERN ENGINEERING COMPANY INC                    | ROADS/MATERIALS                                 | 735.49       |
| WESTERN IOWA TOURISM                               | FUNDING - BOARD                                 | 800.00       |
| WESTLAKE HARDWARE INC                              | SUPPLIES - B&G                                  | 181.11       |
| WEX BANK   | ROADS/FUEL                                      | 21,370.50    |
| WINDSTREAM   | MO BILL - COMMUNICATIONS                        | 501.47       |
| YANT TESTING SUPPLY & EQUIPMENT INC                | ROADS/REPAIRS - CENTRAL                         | 73,186.45    |
| YOUTH SHELTER CARE OF NORTH CENTRAL IOWA INC       | PROF SVC - DHS                                  | 1,313.34     |
| ZACHARIE NORMAN                                    | REIMB EXP - SHERIFF                             | 750.00       |
|  |   | <hr/>        |
|  |   | 3,744,964.49 |

| Fund Summary                            | Payment Amount |
|---|----------------|
| Fund                                    |                |
| 0001 - GENERAL BASIC FUND               | 750,084.96     |
| 0002 - GENERAL SUPPLEMENTAL FUND        | 468,039.28     |
| 0003 - GAMBLING RESOURCES FUND          | 261,077.97     |
| 0005 - WIC/FEDERAL FUNDING FUND         | 6,174.13       |
| 0007 - LOST CONSERVATION FUND           | 24,721.69      |
| 0011 - RURAL SERVICES BASIC FUND        | 36,924.97      |
| 0015 - CO ATTORNEY DRUG FORFEITURE FUND | 3,348.73       |
| 0018 - SPECIAL LAW ENFORCEMENT FUND     | 10,410.96      |
| 0020 - SECONDARY ROADS FUND             | 566,434.71     |
| 0023 - REAP FUND                        | 1,819.49       |
| 0027 - CO CONSERV LAND ACQ              | 4,095.62       |
| 0036 - LOST SOIL CONS WEST FUND         | 22,242.40      |
| 0037 - LOST SOIL CONS EAST FUND         | 589.68         |
| 0040 - C.I.T.I.E.S. FUND                | 70,644.47      |
| 0042 - AMERICAN RESCUE PLAN ACT (ARPA)  | 300,000.00     |
| 0046 - WEST SWCD/POTT CO STRUCTURES FUN | 137.44         |
| 0047 - EAST SWCD/POTT CO STRUCTURES FUN | 350.00         |
| 0049 - POTTAWATTAMIE COUNTY IMPACT FUND | 497,125.80     |
| 1610 - BOND SERIES 2018 CAPITAL FUND    | 40,970.93      |
| 1620 - BOND SERIES 2020A CAPITAL FUND   | 157,297.76     |
| 4000 - EMER MANAGEMENT SERVICE FUND     | 7,229.73       |
| 4010 - E911 FUND                        | 142,164.80     |
| 4155 - MHDS REGION FUND                 | 363,561.44     |
| 5400 - JUVENILE DETENTION               | 9,442.53       |
| 6000 - DRAINAGE                         | 75.00          |
|   | <hr/>          |
|   | 3,744,964.49   |



# State of Iowa

Alcoholic Beverages Division

## Applicant

| NAME OF LEGAL ENTITY      | NAME OF BUSINESS(DBA) | BUSINESS       |       |
|---------------------------|-----------------------|----------------|-------|
| Genevieve Stueve          | aeroplane inn         | (712) 545-3047 |       |
| ADDRESS OF PREMISES       | CITY                  | COUNTY         | ZIP   |
| 28935 old lincoln highway | Honey Creek           | Pottawattamie  | 51542 |
| MAILING ADDRESS           | CITY                  | STATE          | ZIP   |
| 31708 170th street        | Honey Creek           | Iowa           | 51542 |

## Contact Person

| NAME        | PHONE          | EMAIL                |
|-------------|----------------|----------------------|
| gina stueve | (402) 960-6699 | thestueves@yahoo.com |

## License Information

| LICENSE NUMBER | LICENSE/PERMIT TYPE    | TERM     |
|----------------|------------------------|----------|
| LC0038563      | Class C Liquor License | 12 Month |
| EFFECTIVE DATE | EXPIRATION DATE        |          |
| July 22, 2021  | July 21, 2022          |          |

SUB-PERMITS/PRIVILEGES



## Status of Business

BUSINESS TYPE

Sole Proprietor

## Ownership

| NAME             | CITY        | STATE | ZIP   | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|------------------|-------------|-------|-------|----------|----------------|--------------|
| genevieve stueve | honey creek | Iowa  | 51542 | owner    | 100.00         | Yes          |
| timothy stueve   | honey creek | Iowa  | 51542 | owner    | 0.00           | Yes          |

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 22, 2021

POLICY EXPIRATION DATE

July 22, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** July 27, 2021

**ESTABLISHMENT:** RENEWAL- AEROPLANE

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

| DEPARTMENT | COMMENTS  | YES | NO |
|------------|---|-----|----|
| TREASURER  | Free from certified taxes and special assessments   | ✓   |    |
| PLANNING   | Properly zoned                                      |     |    |
|            | Nuisance violations                                 |     |    |
|            | Septic system violations                            |     |    |
| SHERIFF    | Complaints received                                 |     |    |
|            | Citations issued at this establishment              |     |    |
|            | Owner convicted of a felony within the last 5 years |     |    |

**COMMENTS**

**Signature**

*Lea Voss*



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** July 27, 2021

**ESTABLISHMENT:** RENEWAL- AEROPLANE

**OWNER:** see attached

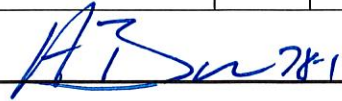
**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

| DEPARTMENT | COMMENTS  | YES | NO |
|------------|---|-----|----|
| TREASURER  | Free from certified taxes and special assessments   |     |    |
| PLANNING   | Properly zoned                                      |     |    |
|            | Nuisance violations                                 |     |    |
|            | Septic system violations                            |     |    |
| SHERIFF    | Complaints received                                 |     | X  |
|            | Citations issued at this establishment              |     | X  |
|            | Owner convicted of a felony within the last 5 years |     | X  |
|            |   |     |    |

**COMMENTS**

**Signature**



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** July 27, 2021

**ESTABLISHMENT:** RENEWAL- AEROPLANE

**OWNER:** see attached

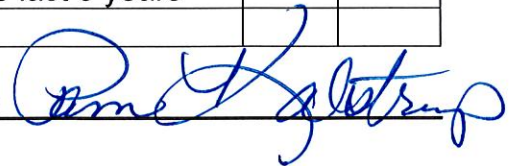
**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

| DEPARTMENT | COMMENTS  | YES | NO |
|------------|---|-----|----|
| TREASURER  | Free from certified taxes and special assessments   |     |    |
| PLANNING   | Properly zoned                                      | ✓   |    |
|            | Nuisance violations                                 |     | ✓  |
|            | Septic system violations                            |     | ✓  |
| SHERIFF    | Complaints received                                 |     |    |
|            | Citations issued at this establishment              |     |    |
|            | Owner convicted of a felony within the last 5 years |     |    |
|            |   |     |    |

**COMMENTS**

**Signature**



Find Property   Res Sales   Comm/Ind Sales

7744 35 227 003

|                                    |                               |
|------------------------------------|-------------------------------|
| --- Permanent Property Address --- | ----- Mailing Address -----   |
| STUEVE, TIMOTHY J-GENEVIEVE R      | STUEVE, TIMOTHY J-GENEVIEVE R |
| 28935 OLD LINCOLN HWY              | 28935 OLD LINCOLN HWY         |
| HONEY CREEK, IA 51542              | HONEY CREEK, IA 51542         |

District: 072 ROCKFORD TWP/MISSOURI VAL  
District: 072 ROCKFORD TWP/MISSOURI VAL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====  
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774435227003>

===== TAX DESCRIPTION\* =====  
\* Not to be used on legal documents

ROCKFORD TWP 35-77-44 S122' W415' N387.41' E562.4' NE NE  
===== ASSESSED VALUE =====  
\* Class is for Assessment purposes only - Not Zoning

| 2021       | Current Value |            |          |             | Total     | Class |
|------------|---------------|------------|----------|-------------|-----------|-------|
|            | Res. Land     | Comm. Land | Dwelling | Improvement |           |       |
| Full Value | \$15,552      | \$16,848   | \$59,000 | \$54,600    | \$146,000 | M/C   |
| Exempt     | \$0           | \$0        | \$0      | \$0         | \$0       | M/C   |
| Net Total  | \$15,552      | \$16,848   | \$59,000 | \$54,600    | \$146,000 | M/C   |

| 2020       | Prior Year Value |            |          |             | Total     | Class |
|------------|------------------|------------|----------|-------------|-----------|-------|
|            | Res. Land        | Comm. Land | Dwelling | Improvement |           |       |
| Full Value | \$15,552         | \$16,848   | \$59,000 | \$54,600    | \$146,000 | M/C   |
| Exempt     | \$0              | \$0        | \$0      | \$0         | \$0       | M/C   |
| Net Total  | \$15,552         | \$16,848   | \$59,000 | \$54,600    | \$146,000 | M/C   |

===== EXEMPTIONS/CREDITS APPLIED =====  
===== OWNERS =====  
\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D STUEVE, TIMOTHY J-GENEVIEVE R book/page: [2011/9338](#) D

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

| Sale Date  | Amount | Code                 | Book/Page                  |
|------------|--------|----------------------|----------------------------|
| 07/22/2011 | 131400 | <a href="#">D0</a>   | <a href="#">2011/09338</a> |
| 12/12/2004 | 18500  | <a href="#">D022</a> | 0106/05592                 |
| 11/01/1987 | 18500  | <a href="#">C050</a> | 0106/05591                 |

===== ASSESSMENT DATA =====  
PDF: 10    MAP: ROCKFORD TWP COMM-10

Date Reviewed: 07/13/20 MEC

LAND.....50529 sqFt    1.16 acres

Residence 1 of 1 -- Single-Family  
BUILDING.....Mfd Home (Double)    5/0 Rooms Above/Below    3/0 Bedrooms Above/Below    1624 SF Base    AC  
Built:1990    Observed    Bsmt: None    Bsmt Finish: None    Attic Finish: None  
FINISH.....Foundation: Pier    Exterior: Vinyl    Roof: Asph / Gable  
Interior: Drwl    Flooring: Carpet / Vinyl  
PLUMBING.....2 Full Bath  
DECK/PATIOS..234 SF    Wood Deck-Med

Commercial Building 1 of 1 -- Bars and Lounges (303)  
DBA: AEROPLANE INN  
STRUCTURE....1 story    448 base SF    0 bsmt SF    2192 gross SF  
Year Built: 1953    Eff Year: 1953    Condition: Normal  
VERTICALS....Ext Wall:    C'Blk or Tile - 8"  
Int Wall:    Drywall or Equiv.  
Panel - Softwood

.WallFace: Incl. w / Walls  
 Front/Doors: Average Cost Front  
 Windows: Incl. w / Base  
 HORIZONTALS..Basement: Incl. w / Base  
 Roof: 3-Ply Compo/ Wood Deck  
 Ceiling: Drywall  
 Struc Floor: Incl. w/ Base  
 Floor Cover: Carpet  
                   Vinyl Sheet  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC  
 PLUMBING.....Sink-Kitchen (1)  
 BLDG EXTRAS..1 Porch (Commercial): 900 SF, Patio - Conc / Brick

Commercial Building 1 of 1 Addition 1 -- Bars and Lounges (303)

DBA: AEROPLANE INN

STRUCTURE....1 story 672 base SF 0 bsmt SF  
 Year Built: 1980 Eff Year: 1980 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame  
 Int Wall: Drywall or Equiv.  
                   Panel - Softwood  
 WallFace: Incl. w / Walls  
 Front/Doors: Average Cost Front  
 Windows: Incl. w / Base  
 HORIZONTALS..Basement: Incl. w / Base  
 Roof: 3-Ply Compo/ Wood Deck  
 Ceiling: Drywall  
 Struc Floor: Incl. w/ Base  
 Floor Cover: Carpet  
                   Vinyl Sheet  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)

Commercial Building 1 of 1 Addition 2 -- Bars and Lounges (303)

DBA: AEROPLANE INN

STRUCTURE....1 story 960 base SF 0 bsmt SF  
 Year Built: 1992 Eff Year: 1992 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame  
 Int Wall: Drywall or Equiv.  
 WallFace: Incl. w / Walls  
 Front/Doors: Incl. w / Base  
 Windows: Incl. w / Base  
 HORIZONTALS..Basement: Incl. w / Base  
 Roof: Asph. Shingle/ Wood Dk  
 Ceiling: Drywall  
 Struc Floor: Incl. w/ Base  
 Floor Cover: Carpet  
                   Vinyl Sheet  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC

PLUMBING.....Sink-Kitchen (2)

Commercial Building 1 of 1 Addition 3 -- Bars and Lounges (303)

DBA: AEROPLANE INN

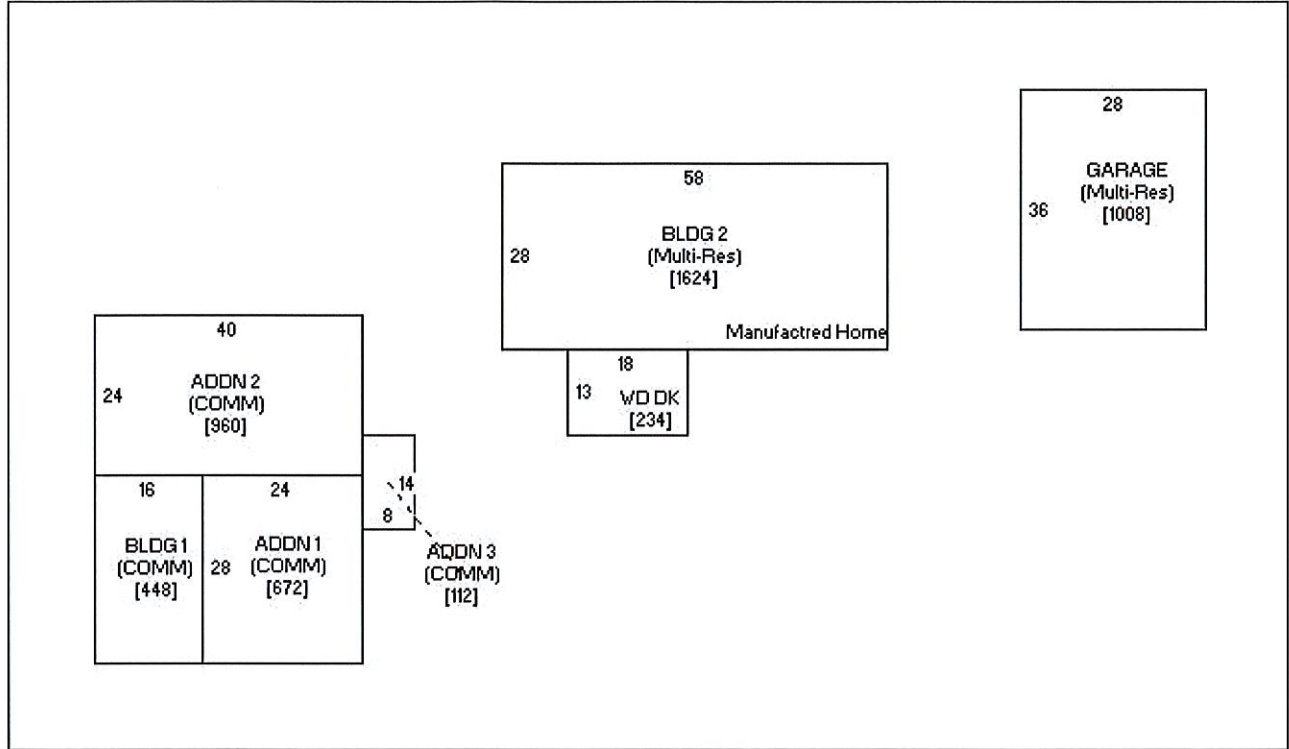
STRUCTURE....1 story 112 base SF 0 bsmt SF  
 Year Built: 2006 Eff Year: 2006 Condition: Normal

VERTICALS....Ext Wall: Wood - Frame  
 Int Wall: Drywall or Equiv.  
 HORIZONTALS..Basement: Incl. w / Base  
 Roof: Asph. Shingle/ Wood Dk  
 Ceiling: Drywall



Struc Floor: Incl. w/ Base  
 Floor Cover: Vinyl Sheet  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC

YARD EXTRAS..Paving 1,400 SF, Concrete Parking  
 Garage 1,008 SF, Frame  
 Shed 80 SF, Frame



28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R



28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R, 1 07/08/2020



[Zoom Out](#)   [Zoom In](#)



600ft x 600ft

**Click any parcel to go to its web page**  
See [more maps](#) at the [County GIS Department](#).

As of:

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

# **Scheduled Sessions**

**Public Hearing on the proposed  
reallocation of Unspent Proceeds**

**Resolution No. 83-2021 entitled:  
RESOLUTION INSTITUTING  
PROCEEDINGS TO TAKE ADDITIONAL  
ACTION AND APPROVING THE  
REALLOCATION OF CERTAIN UNSPENT  
PROCEEDS OF THE GENERAL  
OBLIGATION CAPITAL LOAN NOTES,  
SERIES 2018, OF POTTAWATTAMIE  
COUNTY, IOWA.**



**RESOLUTION NO. 83-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018, OF POTTAWATTAMIE COUNTY, IOWA**

**WHEREAS**, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$389,021.42 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2018, of Pottawattamie, Iowa, to provide funds to pay costs of the equipping, remodeling, or reconstruction of public buildings, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

**Section 1.** That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2018 to pay costs of the equipping, remodeling, or reconstruction of public buildings, is in all respects authorized and approved.

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

**Dated this 10th Day of August, 2021.**

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

**ATTEST:** \_\_\_\_\_  
Melvyn Houser, County Auditor

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

**Public Hearing – First Consideration of  
Ordinance No. 2021-02, an Ordinance to  
amend the Official Zoning Map of  
Pottawattamie County, Iowa, by  
changing the district designation of  
approximately 73.8 acres from a Class R-  
1 (Ag-Urban Transitional) to a Class A-2  
(Agricultural Production) District; and  
setting date for Second Consideration.**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2021-04

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2021-04**

**AN ORDINANCE** to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 73.8 acres from a Class R-1 (Ag-Urban Transitional) to a Class A-2 (Agricultural Production) District.

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

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

10-74-42 PT NE NW COMM NE COR TH W546.23' S702.95' NELY621.22' N408.59' TO POB (PARCEL A) and 10-74-42 NE NW EXC COMM NE COR TH W546.23' S702.95' NELY621.22' N408.59' TO POB and 10-74-42 NW NW EXC HWY 92

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

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

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

PASSED AND APPROVED

**ROLL CALL VOTE**

**AYE      NAY      ABSTAIN      ABSENT**

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

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

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

Ordinance #2021-04

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

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

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



|                                      |                 |
|--------------------------------------|-----------------|
| NOTICE OF PUBLIC HEARING PUBLISHED:  | August 5, 2021  |
| BOARD OF SUPERVISORS PUBLIC HEARING: | August 10, 2021 |
| FIRST CONSIDERATION:                 | August 10, 2021 |
| SECOND CONSIDERATION:                | August 17, 2021 |
| PUBLICATION:                         | August 26, 2021 |
| RECORD:                              | August 27, 2021 |

**TO:** Board of Supervisors  
**FROM:** Pam Kalstrup, Zoning and Land Use Coordinator  
**DATE:** July 29, 2021

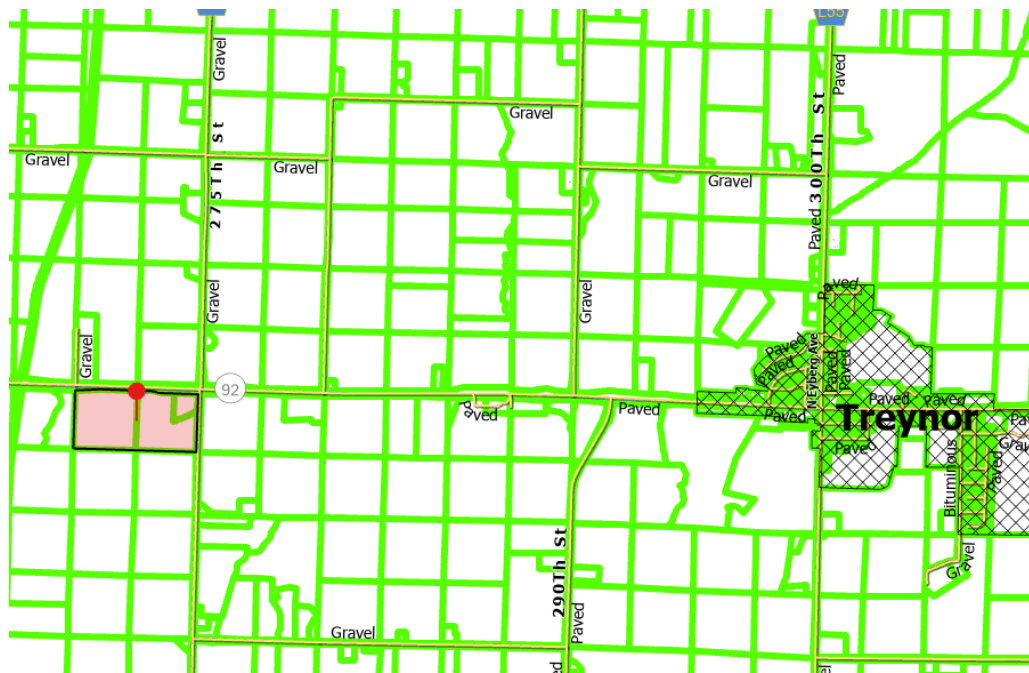
**RE:** #ZMA-2021-02

**REQUEST:** Zoning map amendment to reclassify approximately 73.8 acres from a Class R-1 (Ag-Urban Transitional) District to a Class A-2 (Agricultural Production) District.

**LOCATION:** Keg Creek Township  
Hwy 92 and 275<sup>th</sup> Street

10-74-42 PT NE NW COMM NE COR TH W546.23' S702.95' NELY621.22' N408.59' TO POB (PARCEL A) and 10-74-42 NE NW EXC COMM NE COR TH W546.23' S702.95' NELY621.22' N408.59' TO POB and 10-74-42 NW NW EXC HWY 92

The subject properties are located approximately 2 miles east of the Treynor city limits on Highway 92.



**PROPERTY OWNERS:** Courtney L McIntosh and Steven Trede

**GENERAL INFORMATION:**

The applicants have requested that approximately 73.8 acres (three parcels), which are currently zoned R-1 (Ag Urban Transitional), be rezoned to A-2 (Ag Production). Prior to 2004, the properties were zoned A-2. In 2004, the areas of Keg Creek, Norwalk and Hardin Townships, beyond ½ mile of any communities and west to the Loess Hills Landform were primarily reclassified to a Class R-1 (Agricultural-Urban Residential) District, except for a portion within the 2-mile limit of Council Bluffs, were reclassified to R-2 (Urban Transitional).

To the board members:

I am writing on behalf of Steve Trede (my father) and myself. We farm together on our century farm located on 27297 Hwy 92 in Treynor Iowa. We are neighbors and would like to rezone our land. We are requesting a rezone to A-2.

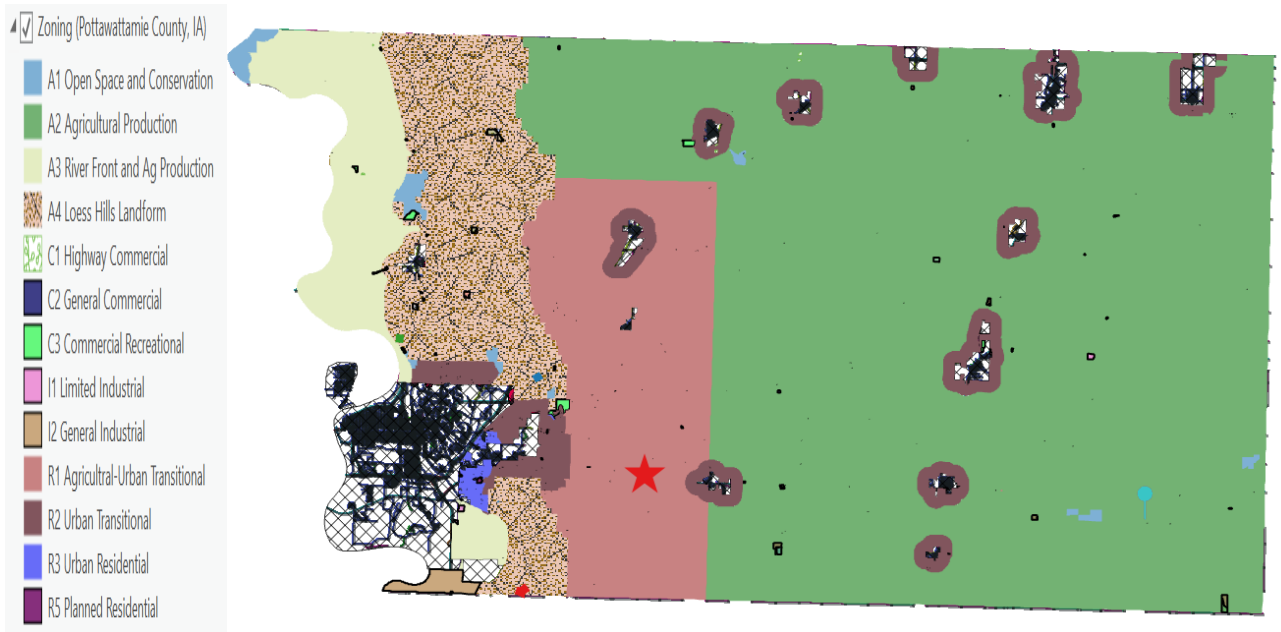
In addition to farming I would like to apply for a Conditional Use permit for a dog boarding kennel (4-10 dogs). This is not an allowable conditional of use in an R-1 Zoning District. This will be a perfect fit to be able to continue to farm and make some additional money.

Thank you for your time

Courtney McIntosh

And Steve Trede

*Courtney McIntosh*  
*Steve R. Trede*



**ZONING:**

The Class A-2 District is intended to preserve the land best suited for agricultural production by protecting prime agricultural lands in farmable tracts from the encroachment of scattered residential, commercial and industrial development; to promote efficiency and economy in the delivery of public services by restricting non-farm development in unincorporated areas of the County, which are without existing or planned services, and to encourage development in areas where services are provided or can efficiently be provided.

**SITE & AREA REVIEW:** The majority of the properties in the immediate area are agricultural ground with few rural residential acreages.



**SITE REVIEW:** One parcel currently contains one single family dwelling, a septic system, well and outbuilding. The parcel is 5.62 acres.





One parcel currently contains one single family dwelling, a septic system, well several outbuildings and grain bins. The parcel is 30.48 acres.



One parcel is undeveloped ag land. The parcel is 37.7 acres.



**LAND USE PLAN:** This proposed Zoning Map Amendment aligns with the Comprehensive and Land Use Plan.

**ROADS & TRAFFIC:** Access to two of the subject properties is gained from Highway 92, a paved state highway. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 2,900 vehicles per day. Access to the other subject property is gained from 275<sup>th</sup> Street, a gravel county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 10 vehicles per day.

**COMMISSION**

**RECOMMENDATION:** On July 21, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of CourtneyL McIntosh and Steven Trede, as filed under Case #ZMA-2021-021, be approved as submitted.

Motion by: Leaders.

Second by: Wede.

Vote: Ayes – Leaders, B. Larson, Wede, Silkworth, R. Larson. Motion Carried.

**John Rasmussen/County Engineer**

**Opening of Bids for Roads Operations  
Center Project.**

## **Grant Anderson/MAPA**

**Discussion and/or decision to approve  
Cornerstone Commercial Contractors pay  
request no. 3 for downtown rehab  
construction work in Carson/Macedonia.**

# PAYMENT APPLICATION

|   |   |  |   |
|---|---|--|---|
| TO: Pottawattamie County, Iowa<br>227 South 6th St<br>Council Bluffs, IA 51501      | PROJECT NAME AND LOCATION: Carson Macedonia Façade<br>CDBG Pottawattamie County, Iowa Façade Re various locations<br>Macedonia, Iowa and Carson, Iowa | APPLICATION # 3<br>PERIOD THRU: 07/21/2021<br>PROJECT #s: Pott County Façade | Distribution to:<br><input type="checkbox"/> OWNER<br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> CONTRACTOR<br><input type="checkbox"/><br><input type="checkbox"/> |
| FROM: Cornerstone Commercial Contractors, Inc.<br>401 7th St<br>Corning, Iowa 50841 | ARCHITECT: The Franks Design Group<br>410 First Street<br>Glenwood, Iowa 51534  | DATE OF CONTRACT: 03/10/2021   |   |
| FOR: façade rehabilitation  |   |  |   |

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
 Continuation Page is attached.

|  |              |
|--|--------------|
| 1. <b>CONTRACT AMOUNT</b>  | \$464,670.00 |
| 2. <b>SUM OF ALL CHANGE ORDERS</b>   | \$0.00       |
| 3. <b>CURRENT CONTRACT AMOUNT</b> (Line 1 +/- 2)                                   | \$464,670.00 |
| 4. <b>TOTAL COMPLETED AND STORED</b><br>(Column G on Continuation Page)            | \$165,008.25 |
| 5. <b>RETAINAGE:</b>   |              |
| a. 5.00% of Completed Work<br>(Columns D + E on Continuation Page)                 | \$8,250.41   |
| b. 5.00% of Material Stored<br>(Column F on Continuation Page)                     | \$0.00       |
| Total Retainage (Line 5a + 5b or<br>Column I on Continuation Page)                 | \$8,250.41   |
| 6. <b>TOTAL COMPLETED AND STORED LESS RETAINAGE</b><br>(Line 4 minus Line 5 Total) | \$156,757.84 |
| 7. <b>LESS PREVIOUS PAYMENT APPLICATIONS</b>                                       | \$123,736.72 |
| 8. <b>PAYMENT DUE</b>  | \$33,021.12  |
| 9. <b>BALANCE TO COMPLETION</b><br>(Line 3 minus Line 6)                           | \$307,912.16 |

| SUMMARY OF CHANGE ORDERS                  | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months | \$0.00    | \$0.00     |
| Total approved this month                 | \$0.00    | \$0.00     |
| <b>TOTALS</b>                             | \$0.00    | \$0.00     |
| <b>NET CHANGES</b>                        | \$0.00    |            |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Jason Kentner, owner  
 State of: Iowa  
 County of: Adams  
 Subscribed and sworn to before me this 21st day of July 2021

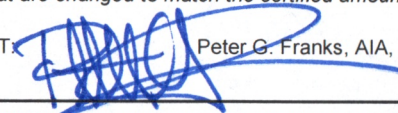
**Jason Kentner**  
 Digitally signed by Jason Kentner  
 Date: 2021.07.21 11:48:09 -05'00'

Notary Public: Jaime Johnston  
 My Commission Expires: 01-19-2022

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... **\$33,021.12**  
*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT:  Peter G. Franks, AIA, NCARB  
 By: \_\_\_\_\_ Date: 7/20/2021  
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



CONTINUATION PAGE

PROJECT: Carson Macedonia Façade  
 CDBG Pottawattamie County, Iowa Façade  
 Rehab Project-Macedonia and Carson, Iowa

APPLICATION #: 3  
 DATE OF APPLICATION: 07/21/2021  
 PERIOD THRU: 07/21/2021  
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

| A<br>ITEM # | B<br>WORK DESCRIPTION            | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED (D + E + F) |      | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (If Variable) |
|-------------|----------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|---|------|----------------------------------|------------------------------|
|             |                                  |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       | % COMP. (G / C)                             |      |                                  |                              |
| 1           | The Painted Camel 320 Main St    | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 1a          | Carpentry                        | \$4,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$4,500.00                       |                              |
| 1b          | Aluminum storefront              | \$8,952.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,952.00                       |                              |
| 1c          | Paint                            | \$2,694.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,694.00                       |                              |
| 1d          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 1e          | Performance bond                 | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 1f          | General conditions, overhead and | \$4,161.00            | \$124.83                | \$0.00             | \$0.00                                | \$124.83                                    | 3%   | \$4,036.17                       |                              |
| 1g          | Allowance #1                     | \$8,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,000.00                       |                              |
| 2           | Pioneer Trail Museum Annex 318   | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 2a          | Masonry                          | \$5,882.00            | \$2,941.00              | \$2,352.80         | \$0.00                                | \$5,293.80                                  | 90%  | \$588.20                         |                              |
| 2b          | Carpentry                        | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,500.00                       |                              |
| 2c          | Aluminum storefront              | \$8,200.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,200.00                       |                              |
| 2d          | Paint                            | \$2,679.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,679.00                       |                              |
| 2e          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 2f          | Performance bond                 | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 2g          | General conditons, overhead and  | \$4,984.00            | \$747.60                | \$398.72           | \$0.00                                | \$1,146.32                                  | 23%  | \$3,837.68                       |                              |
| 3           | Pioneer Trail Museum Storage     | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 3a          | Carpentry                        | \$2,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,000.00                       |                              |
| 3b          | Paint                            | \$3,579.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,579.00                       |                              |
| 3c          | Door Rehab                       | \$900.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$900.00                         |                              |
| 3d          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 3e          | Performance bond                 | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 3f          | General conditons, overhead and  | \$2,227.00            | \$66.81                 | \$0.00             | \$0.00                                | \$66.81                                     | 3%   | \$2,160.19                       |                              |
| 4           | 314 Bulding 314 Main St          | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 4a          | Masonry                          | \$8,640.00            | \$0.00                  | \$6,480.00         | \$0.00                                | \$6,480.00                                  | 75%  | \$2,160.00                       |                              |
| 4b          | Carpentry                        | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,500.00                       |                              |
| 4c          | Paint                            | \$4,739.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$4,739.00                       |                              |
| 4d          | Storm windows                    | \$2,700.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,700.00                       |                              |
| 4e          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| SUB-TOTALS  |                                  | \$88,837.00           | \$6,880.24              | \$9,231.52         | \$0.00                                | \$16,111.76                                 | 18%  | \$72,725.24                      |                              |



PROJECT: Carson Macedonia Façade APPLICATION #: 3  
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 07/21/2021  
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 07/21/2021  
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

| A<br>ITEM # | B<br>WORK DESCRIPTION           | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G                                      |                 | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (If Variable) |
|-------------|---------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|--|-----------------|----------------------------------|------------------------------|
|             |                                 |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) |                                  |                              |
| 4f          | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 4g          | General conditons, overhead and | \$4,847.00            | \$145.41                | \$1,211.75         | \$0.00                                | \$1,357.16                             | 28%             | \$3,489.84                       |                              |
| 5           | 312 Building 312 Main St        | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 5a          | Masonry                         | \$13,680.00           | \$0.00                  | \$10,260.00        | \$0.00                                | \$10,260.00                            | 75%             | \$3,420.00                       |                              |
| 5b          | Carpentry                       | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$3,500.00                       |                              |
| 5c          | Paint                           | \$4,739.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$4,739.00                       |                              |
| 5d          | Storm windows                   | \$2,700.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$2,700.00                       |                              |
| 5e          | Glazing                         | \$400.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$400.00                         |                              |
| 5f          | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 5g          | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 5h          | General conditons, overhead and | \$5,935.00            | \$178.05                | \$1,839.85         | \$0.00                                | \$2,017.90                             | 34%             | \$3,917.10                       |                              |
| 6           | Treynor State Bank 310 Main St  | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 6a          | Masonry                         | \$9,240.00            | \$6,930.00              | \$0.00             | \$0.00                                | \$6,930.00                             | 75%             | \$2,310.00                       |                              |
| 6b          | Carpentry                       | \$500.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$500.00                         |                              |
| 6c          | Paint                           | \$2,719.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$2,719.00                       |                              |
| 6d          | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 6e          | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 6f          | General conditons, overhead and | \$3,423.00            | \$1,540.35              | \$0.00             | \$0.00                                | \$1,540.35                             | 45%             | \$1,882.65                       |                              |
| 7           | Stempl Bird Museum 311 Main St  | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 7a          | Masonry                         | \$6,800.00            | \$6,120.00              | \$680.00           | \$0.00                                | \$6,800.00                             | 100%            | \$0.00                           |                              |
| 7b          | Window rehab                    | \$600.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$600.00                         |                              |
| 7c          | Door rehab                      | \$900.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$900.00                         |                              |
| 7d          | Paint                           | \$1,241.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,241.00                       |                              |
| 7e          | Carpentry                       | \$500.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$500.00                         |                              |
| 7f          | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 7g          | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 7h          | General conditons, overhead and | \$2,940.00            | \$1,411.20              | \$117.60           | \$0.00                                | \$1,528.80                             | 52%             | \$1,411.20                       |                              |
| 8           | The Barn 106-110 Broadway St    | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 8a          | Masonry                         | \$20,934.00           | \$19,887.30             | \$0.00             | \$0.00                                | \$19,887.30                            | 95%             | \$1,046.70                       |                              |
| SUB-TOTALS  |                                 | \$181,435.00          | \$47,092.55             | \$23,340.72        | \$0.00                                | \$70,433.27                            | 39%             | \$111,001.73                     |                              |

PROJECT: Carson Macedonia Façade  
 CDBG Pottawattamie County, Iowa Façade  
 Rehab Project-Macedonia and Carson, Iowa

APPLICATION #: 3  
 DATE OF APPLICATION: 07/21/2021  
 PERIOD THRU: 07/21/2021  
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

| A<br>ITEM # | B<br>WORK DESCRIPTION          | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G                                      |                 | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (If Variable) |
|-------------|--------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|--|-----------------|----------------------------------|------------------------------|
|             |                                |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) |                                  |                              |
| 8b          | Carpentry                      | \$7,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$7,500.00                       |                              |
| 8c          | Aluminum storefront/door       | \$12,000.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$12,000.00                      |                              |
| 8d          | Paint                          | \$1,419.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,419.00                       |                              |
| 8e          | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 8f          | Performance bond               | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 8g          | General condions, overhead and | \$9,302.00            | \$3,720.80              | \$0.00             | \$0.00                                | \$3,720.80                             | 40%             | \$5,581.20                       |                              |
| 8h          | Alternate #1                   | \$2,804.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$2,804.00                       |                              |
| 9           | 124 Cenpro 124 Broadway St     | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 9a          | Masonry                        | \$13,080.00           | \$13,080.00             | \$0.00             | \$0.00                                | \$13,080.00                            | 100%            | \$0.00                           |                              |
| 9b          | Aluminum storefront            | \$10,329.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$10,329.00                      |                              |
| 9c          | Carpentry                      | \$4,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$4,500.00                       |                              |
| 9d          | Paint                          | \$1,164.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,164.00                       |                              |
| 9e          | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 9f          | Performance bond               | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 9g          | General condions, overhead and | \$6,746.00            | \$2,496.02              | \$0.00             | \$0.00                                | \$2,496.02                             | 37%             | \$4,249.98                       |                              |
| 10          | The Lodge 126 Broadway St      | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 10a         | Painting                       | \$1,779.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,779.00                       |                              |
| 10b         | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,000.00                       |                              |
| 10c         | Performance bond               | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                             | 100%            | \$0.00                           |                              |
| 10d         | General condions, overhead and | \$1,287.00            | \$38.61                 | \$0.00             | \$0.00                                | \$38.61                                | 3%              | \$1,248.39                       |                              |
| 10e         | Allowance #2                   | \$46,500.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$46,500.00                      |                              |
| 10f         | Allowance #3                   | \$3,650.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$3,650.00                       |                              |
| 10g         | Alternate #2                   | \$3,800.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$3,800.00                       |                              |
| 11          | 126 Building East 126 Broadway | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 |                 | \$0.00                           |                              |
| 11a         | Masonry                        | \$48,960.00           | \$39,168.00             | \$9,792.00         | \$0.00                                | \$48,960.00                            | 100%            | \$0.00                           |                              |
| 11b         | Carpentry                      | \$3,750.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$3,750.00                       |                              |
| 11c         | Paint                          | \$1,619.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$1,619.00                       |                              |
| 11d         | Wood windows                   | \$9,645.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$9,645.00                       |                              |
| 11e         | Wood door                      | \$3,426.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                 | 0%              | \$3,426.00                       |                              |
| SUB-TOTALS  |                                | \$380,695.00          | \$108,595.98            | \$33,132.72        | \$0.00                                | \$141,728.70                           | 37%             | \$238,966.30                     |                              |



PROJECT: Carson Macedonia Façade  
 CDBG Pottawattamie County, Iowa Façade  
 Rehab Project-Macedonia and Carson, Iowa

APPLICATION #: 3  
 DATE OF APPLICATION: 07/21/2021  
 PERIOD THRU: 07/21/2021  
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

| A<br>ITEM # | B<br>WORK DESCRIPTION           | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED (D + E + F) |      | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (If Variable) |
|-------------|---------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|---|------|----------------------------------|------------------------------|
|             |                                 |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       | % COMP. (G / C)                             |      |                                  |                              |
| 11f         | Door rehab                      | \$900.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$900.00                         |                              |
| 11g         | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 11h         | Performance Bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 11i         | General conditons, overhead and | \$14,785.00           | \$7,096.80              | \$1,626.35         | \$0.00                                | \$8,723.15                                  | 59%  | \$6,061.85                       |                              |
| 12          | US Bank 113 Broadway St         | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 12a         | Masonry                         | \$9,840.00            | \$9,840.00              | \$0.00             | \$0.00                                | \$9,840.00                                  | 100% | \$0.00                           |                              |
| 12b         | Glass                           | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 12c         | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 12d         | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 12e         | General conditons, overhead and | \$2,452.00            | \$1,716.40              | \$0.00             | \$0.00                                | \$1,716.40                                  | 70%  | \$735.60                         |                              |
| 13          | 119 Building 119 Broadway St    | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 13a         | Masonry                         | \$16,200.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$16,200.00                      |                              |
| 13b         | Aluminum storefront/door        | \$12,400.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$12,400.00                      |                              |
| 13c         | Carpentry                       | \$8,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,500.00                       |                              |
| 13d         | Paint                           | \$3,199.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,199.00                       |                              |
| 13e         | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 13f         | Performance bond                | \$1,000.00            | \$1,000.00              | \$0.00             | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 13g         | General conditons, overhead and | \$8,699.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,699.00                       |                              |
| TOTALS      |                                 | \$464,670.00          | \$130,249.18            | \$34,759.07        | \$0.00                                | \$165,008.25                                | 36%  | \$299,661.75                     |                              |

|         |                  |              | <b>Beginning Budget</b>     |                     | Beginning Local      | Beginning CDBG       | Beginning CITIES              |                                  |  |
|---------|------------------|--------------|-----------------------------|---------------------|----------------------|----------------------|-------------------------------|----------------------------------|--|
|         | Carson           |              | \$ 590,994.80               | \$ 30,169.80        | \$ 286,700.00        | \$ 274,125.00        |                               |                                  |  |
|         | Macedonia        |              | \$ 408,514.84               | \$ 19,014.84        | \$ 183,300.00        | \$ 206,200.00        |                               |                                  |  |
|         | MAPA             |              | \$ 30,000.00                | \$ -                | \$ 30,000.00         | \$ -                 |                               |                                  |  |
|         | <b>TOTAL</b>     |              | <b>\$ 1,029,509.64</b>      | <b>\$ 49,184.64</b> | <b>\$ 500,000.00</b> | <b>\$ 480,325.00</b> |                               |                                  |  |
|         |                  |              | <b>Current Expenditures</b> |                     | Current Local        | Current CDBG         | Current CITIES                |                                  |  |
|         | Carson           |              | \$ 158,164.54               | \$ 5,564.28         | \$ 89,123.07         | \$ 63,477.19         |                               |                                  |  |
|         | Macedonia        |              | \$ 94,039.36                | \$ 3,576.38         | \$ 57,379.59         | \$ 33,083.39         |                               |                                  |  |
|         | MAPA             |              | \$ 27,000.00                | \$ -                | \$ 27,000.00         | \$ -                 |                               |                                  |  |
|         | <b>TOTAL</b>     |              | <b>\$ 279,203.90</b>        | <b>\$ 9,140.66</b>  | <b>\$ 173,502.66</b> | <b>\$ 96,560.58</b>  |                               |                                  |  |
|         |                  |              | <b>Remaining Balance</b>    |                     | Remaining Local      | Remaning CDBG        | Remaining CITIES              |                                  |  |
|         | Carson           |              | \$ 432,830.26               | \$ 24,605.52        | \$ 197,576.93        | \$ 210,647.81        |                               |                                  |  |
|         | Macedonia        |              | \$ 314,475.48               | \$ 15,438.46        | \$ 125,920.41        | \$ 173,116.61        |                               |                                  |  |
|         | MAPA             |              | \$ 3,000.00                 | \$ -                | \$ 3,000.00          | \$ -                 |                               |                                  |  |
|         | <b>TOTAL</b>     |              | <b>\$ 750,305.74</b>        | <b>\$ 40,043.98</b> | <b>\$ 326,497.34</b> | <b>\$ 383,764.42</b> |                               |                                  |  |
| Claim # | Vendor           | Invoice Date | Total Claim                 | CDBG                | CITIES - Carson      | CITIES - Macedonia   | Property Owner Match - Carson | Property Owner Match - Macedonia |  |
| 1       | Franks Design #1 | 8/15/2019    | \$ 46,221.42                | \$ 46,221.42        | \$ -                 | \$ -                 | \$ -                          | \$ -                             |  |
| 2       | Franks Design #2 | 10/31/2019   | \$ 26,585.64                | \$ -                | \$ 13,292.82         | \$ 13,292.82         | \$ -                          | \$ -                             |  |
| 3       | Franks Design #3 | 7/24/2020    | \$ 20,289.00                | \$ 20,289.00        | \$ -                 | \$ -                 | \$ -                          | \$ -                             |  |
|         | MAPA #1          | 11/12/2019   | \$ 15,684.52                | \$ 15,684.52        | \$ -                 | \$ -                 | \$ -                          | \$ -                             |  |
|         | MAPA #2          | 3/18/2020    | \$ 8,648.68                 | \$ 8,648.68         | \$ -                 | \$ -                 | \$ -                          | \$ -                             |  |
| 4       | Terracon         | 2/28/2020    | \$ 2,350.00                 | \$ -                | \$ 2,350.00          | \$ -                 | \$ -                          | \$ -                             |  |
| 5       | Cornerstone #1   | 5/28/2021    | \$ 53,092.25                | \$ 29,777.00        | \$ 20,173.05         | \$ 3,142.20          | \$ -                          | \$ -                             |  |
|         | MAPA #3          | 8/5/2020     | \$ 2,666.80                 | \$ 2,666.80         | \$ -                 | \$ -                 | \$ -                          | \$ -                             |  |
| 6       | Cornerstone #2   | 7/7/2021     | \$ 70,644.47                | \$ 33,575.99        | \$ 23,105.40         | \$ 7,778.90          | \$ 4,585.08                   | \$ 1,599.10                      |  |
| 7       | Cornerstone #3   | 7/30/2021    | \$ 33,021.12                | \$ 16,639.25        | \$ 4,555.92          | \$ 8,869.47          | \$ 979.20                     | \$ 1,977.28                      |  |
|         |                  | Totals       | \$ 279,203.90               | \$ 173,502.66       | \$ 63,477.19         | \$ 33,083.39         | \$ 5,564.28                   | \$ 3,576.38                      |  |

|   |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
|---|------------|---------------------------------------|---------------|---|-----------------------|--|----------------|--|------------|--|------------------|-----------------|-------------|--------|-----|-----|
| <b>BUDGET FY</b>  |            | <b>General Accounting Expenditure</b> |               |   |                       |  |                |  |            | <b>DOCUMENT NUMBER</b>                             |                  |                 |             |        |     |     |
|   |            | DATE<br>8/10/2021                     |               |   |                       | ACCTG PERIOD (mm/yy)<br>08/2021  |                |  |            |  |                  |                 |             |        |     |     |
| VENDOR CODE   |            |                                       |               |   |                       | AGENCY NAME  |                |  |            |  |                  |                 |             |        |     |     |
| VENDOR NAME AND ADDRESS<br>Pottawattamie County<br>227 South 6th Street<br>Council Bluffs, IA 51501   |            |                                       |               |   |                       | BILL TO ADDRESS (ORDERING AGENCY)<br>Iowa Department of Economic Development<br>1963 Bell Ave.<br>Des Moines, Iowa 50315 |                |  |            | SHIP TO ADDRESS                                    |                  |                 |             |        |     |     |
| TERMS   |            | FOB                                   |               | ORDER APPROVED BY   |                       |  |                |  |            | GOODS RECEIVED/SERVICES PERFORMED<br>DATE INITIALS |                  |                 |             |        |     |     |
| QUANTITY  |            |                                       |               | VENDOR'S INVOICE NUMBER<br><b>Report Number: 5</b>  |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| ORDERED   | RECEIVED   | UNIT OF MEASURE                       |               |   |                       |  |                |  |            | UNIT PRICE   | TOTAL PRICE      |                 |             |        |     |     |
|   |            |                                       |               | Request for CDBG Payment No. 5<br>Contract Number: 18-DTR-004<br><br>MAPA #4 - Invoice No. ____ - 18-DTR-004-181<br>Cornerstone Comm. Contractors #3 - 18-DTR-004-116 |                       |  |                |  |            |  | 16,639.00        |                 |             |        |     |     |
| <b>DOCUMENT TOTAL</b>   |            |                                       |               |   |                       |  |                |  |            | 16,639.00  |                  |                 |             |        |     |     |
| <b>CLAIMANT'S CERTIFICATION</b>   |            |                                       |               |   |                       |  |                | <b>AGENCY CERTIFICATION</b>  |            |  |                  |                 |             |        |     |     |
| I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. |            |                                       |               |   |                       |  |                | I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:<br><b>CODE OR CHAPTER SECTION(S)</b> |            |  |                  |                 |             |        |     |     |
| <b>DATE</b>   |            |                                       |               | <b>TITLE</b>  |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| CLAIMANT'S SIGNATURE  |            |                                       |               |   |                       |  |                | AUTHORIZED SIGNATURE   |            |  |                  |                 |             |        |     |     |
| <b>THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY</b>   |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| DOC TYPE<br>(GAX)<br><b>GAX</b>   | DOC NUMBER |                                       | DOC DATE      |   | ACCTG PRD             | BUDGET FY  | ACTION NEW/MOD | PO SHIP INSTR  | GAX TYPE   | INT IND  | INT SELLER FUND  | INT SELLER AGCY |             |        |     |     |
| VENDOR CODE   |            | ADDR OVERRIDE                         | F/A INDICATOR | LEFT IND  | TEXT -po's only (Y/N) |  |                | TEXT (po's only)   |            |  |                  |                 |             |        |     |     |
| REF DOC TYPE  |            | REF DOC NUMBER                        |               | REF DOC LINE  | COM LN                | VEND INVOICE #   |                | COMMODITY CODE   |            | GS CONTRACT  |                  |                 |             |        |     |     |
| LINE  | FUND       | AGCY                                  | ORG           | SUB ORG   | ACTV                  | FUNC   | OBJT           | SUB OBJT   | JOB NUMBER | REP CAT  | QUANTITY / UNITS | I/D             | DESCRIPTION | AMOUNT | I/D | P/F |
| 01  | 0340       | 269                                   | 4710          |   |                       |  | 4125           |  |            |  |                  |                 |             |        |     |     |
| 02  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| 03  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| 04  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| 05  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| 06  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| 07  |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |
| <b>DOCUMENT TOTAL</b>   |            |                                       |               |   |                       |  |                |  |            |  |                  |                 |             |        |     |     |

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

**Approve and Authorize Chairman to sign  
Change Order 003; Addition of Time  
Extension (211 days) for Courthouse  
Addition Project to contract.**

## Change Order

|   |  |  |
|---|--|--|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Pottawattamie County Courthouse<br>Addition<br>227 South 6th Street, Council Bluffs, Iowa        | <b>CONTRACT INFORMATION:</b><br>Contract For: General Construction<br>Date: May 04, 2021                           | <b>CHANGE ORDER INFORMATION:</b><br>Change Order Number: 003<br>Date: July 30, 2021                    |
| <b>OWNER:</b> <i>(Name and address)</i><br>Pottawattamie County Board of<br>Supervisors<br>227 South 6th Street Council Bluffs, Iowa<br>51501 | <b>ARCHITECT:</b> <i>(Name and address)</i><br>HGM Associates Inc.<br>640 5th Avenue<br>Council Bluffs, Iowa 51501 | <b>CONTRACTOR:</b> <i>(Name and address)</i><br>Meco-Henne Contracting, Inc.<br>4140 South 87th Street |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

**This Change Order for time extension only.**

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 5,525,000.00 |
| The net change by previously authorized Change Orders                    | \$ 75,845.00    |
| The Contract Sum prior to this Change Order was                          | \$ 5,600,845.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 0.00         |
| The new Contract Sum including this Change Order will be                 | \$ 5,600,845.00 |

The Contract Time will be increased by Two Hundred and Eleven (211 Calendar) days.  
The new date of Substantial Completion will be May 12, 2023.

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

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

|   |   |  |
|---|---|--|
| HGM Associates Inc.   | Meco-Henne Contracting, Inc.  | Pottawattamie County Board of<br>Supervisors |
| <b>ARCHITECT</b> <i>(Firm name)</i>   | <b>CONTRACTOR</b> <i>(Firm name)</i>  | <b>OWNER</b> <i>(Firm name)</i>              |
|  |  |  |
| <b>SIGNATURE</b>  | <b>SIGNATURE</b>  | <b>SIGNATURE</b>                             |
| Kimberly A. Bogatz-AIA, LEED AP<br>BD+C   | Jon Henne, Vice-President   |  |
| <b>PRINTED NAME AND TITLE</b>   | <b>PRINTED NAME AND TITLE</b>   | <b>PRINTED NAME AND TITLE</b>                |
| July 30, 2021   | July 30, 2021   |  |
| <b>DATE</b>   | <b>DATE</b>   | <b>DATE</b>                                  |

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

**Award Elections Building Parking Lot  
Contract to Bluffs Paving & Utility Co.  
Inc. in the amount of \$215,611.50.**





August 4, 2021

**Mr. Jason Slack, Building and Grounds Director**  
**Pottawattamie County, Iowa**  
227 S. 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

Subject: **Pottawattamie County Voting Building Parking Lot**  
Council Bluffs, Iowa  
HGM Project No. 106721  
Bid Tabulation

Dear Jason,

We have checked and tabulated the bids received on Tuesday, August 3, 2021, regarding the above referenced project. Two bids were received:

|                                   |                           |
|-----------------------------------|---------------------------|
| Carley Construction LLC:          | \$272,850.00 Lump Sum Bid |
| Bluffs Paving & Utility Co. Inc.: | \$215,611.50 Lump Sum Bid |

Bluffs Paving & Utility Company, Inc. had the lowest bid, and we hereby recommend award of the subject project to Bluffs Paving & Utility Company, Inc. of Crescent, Iowa for the lump sum bid amount of \$215,611.50.

Attached are copies of the bid proposals and associated bid bonds for the above referenced project.

Sincerely,  
HGM ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read "John E. Jorgensen".

John E. Jorgensen, PE  
Project Manager

Attachment: Bid Proposals and Bid Bonds

BID PROPOSAL

TO: **Jason Slack**  
**Pottawattamie County Board of Supervisors**  
**Council Bluffs, Iowa**

PROJECT: Pottawattamie County Election's Building Parking Lot

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5<sup>th</sup> Avenue, Council Bluffs, IA 51501, dated July 2021, for the sum set forth below, subject to all addenda officially issued by the Engineer prior to bidding.

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

| ADDENDA NO.        | DATED                      |
|--------------------|----------------------------|
| <b>#1</b><br>_____ | <b>07-29-2021</b><br>_____ |
| _____<br>_____     | _____<br>_____             |

The Undersigned agrees, upon receipt of written notice of intent to award the Contract, that he will enter into a contract within 15 days of award by the Pottawattamie County Board of Supervisors.

Within 48 hours from when bids are opened the undersigned agrees to submit a list of sub-contractors that they intend to use for the work.

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

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

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



1 The earliest completion date is very important to the Owner. The Undersigned agrees that the  
2 work can begin immediately and that the project be substantially complete by **November 12, 2021**.  
3 If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages  
4 and not as a penalty, the sum of **\$500.00** for each and every calendar day that the Contractor is in  
5 default of substantial completion of the work under this Contract.

6  
7 TOTAL LUMP SUM BASE BID:

8  
9 TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED ELEVEN & 50/100 Dollars

10  
11 (\$ 215,611.50)

12  
13 (The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

14  
15  
16 IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be  
17 affixed by a duly authorized (Officer, Partner, Owner), this 3rd day of August, 2021.

18  
19  
20 FIRM NAME: Bluffs Paving & Utility Company, Inc.

21  
22 MAILING ADDRESS: 20474 Monument Road

23  
24 Crescent, IA 51526

25  
26 TELEPHONE: (712)-328-0068

27  
28 BY: *Dylan Waschkowski*

29  
30 Dylan Waschkowski

31 (Printed name)

32  
33 President

34 (Title)



 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)

**Bluffs Paving & Utility Company, Inc.**  
20474 Monument Road  
Crescent, IA 51526

**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**  
227 S 6th St  
Council Bluffs, IA 51501

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

**PROJECT:**

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

**Pottawattamie County, Iowa Elections Building Parking Lot**

Project Number, if any:

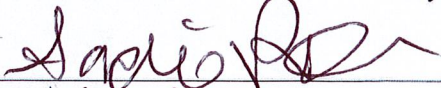
**HGM Project # 106721**

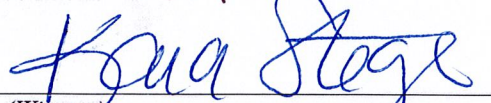
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 3rd day of August, 2021

  
\_\_\_\_\_  
(Witness) Julie Pike

  
\_\_\_\_\_  
(Witness) Kara Stage

**Bluffs Paving & Utility Company, Inc.**  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Dylon Washtkowitz, President  
**Hudson Insurance Company**

\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) James M. King, 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 Weedin 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 signature

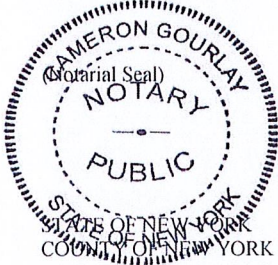
Attest Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

Michael P. Cifone signature and name: 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 Notary Public, State of New York No. 01GO6372305 Qualified in New York County Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

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 3rd day of August, 20 21

Dina Daskalakis signature and name: Dina Daskalakis, Corporate Secretary

BID PROPOSAL

TO: **Jason Slack**  
**Pottawattamie County Board of Supervisors**  
**Council Bluffs, Iowa**

PROJECT: Pottawattamie County Election's Building Parking Lot

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5<sup>th</sup> Avenue, Council Bluffs, IA 51501, dated July 2021, for the sum set forth below, subject to all addenda officially issued by the Engineer prior to bidding.

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

| ADDENDA NO.                 | DATED                       |
|-----------------------------|-----------------------------|
| <u>    #1    </u>           | <u>    7-28-21    </u>      |
| <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> |

The Undersigned agrees, upon receipt of written notice of intent to award the Contract, that he will enter into a contract within 15 days of award by the Pottawattamie County Board of Supervisors.

Within 48 hours from when bids are opened the undersigned agrees to submit a list of sub-contractors that they intend to use for the work.

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

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

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



1 The earliest completion date is very important to the Owner. The Undersigned agrees that the  
2 work can begin immediately and that the project be substantially complete by **November 12, 2021**.  
3 If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages  
4 and not as a penalty, the sum of **\$500.00** for each and every calendar day that the Contractor is in  
5 default of substantial completion of the work under this Contract.

6  
7 TOTAL LUMP SUM BASE BID:

8  
9 Two hundred seventy two thousand eight hundred fifty Dollars

10  
11 (\$ 272,850.00 )

12  
13 (The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)  
14

15  
16 IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be  
17 affixed by a duly authorized (Officer, Partner, Owner), this 3<sup>rd</sup> day of August, 2021.  
18

19  
20 FIRM NAME: Carley Construction, L.L.C.

21  
22 MAILING ADDRESS: 421 E. Broadway Suite A P.O. Box 2025  
23  
24 Council Bluffs, IA 51502-2025

25  
26 TELEPHONE: 712-256-5818

27  
28 BY: Robert Carley

29  
30 Robert Carley  
31 (Printed name)

32  
33 Manager  
34 (Title)

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Carley Construction, L.L.C.  
P. O. Box 2025  
Council Bluffs, IA 51502-2025

### SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.  
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.

### OWNER:

(Name, legal status and address)

Pottawattamie County Board of Supervisors  
227 South 6th Street  
Council Bluffs, IA 51501

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

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

### PROJECT:

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

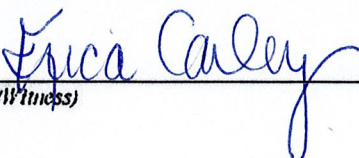
Election's Building Parking Lot Project, Pottawattamie County, Iowa

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.

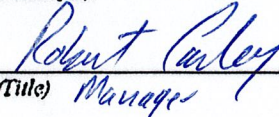
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

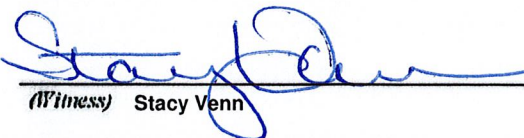
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

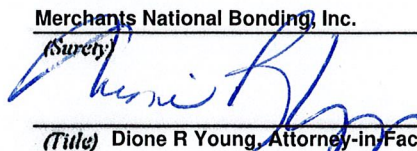
Signed and sealed this 2nd day of August 2021

  
\_\_\_\_\_  
(Witness)

Carley Construction, L.L.C.  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title) Manager

  
\_\_\_\_\_  
(Witness) Stacy Venn

Merchants National Bonding, Inc.  
\_\_\_\_\_  
(Surety)  
  
\_\_\_\_\_  
(Title) Dione R Young, 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,

**Dione R Young**

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.

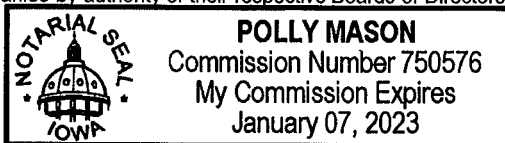


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

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.



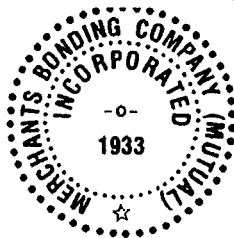
*Polly Mason*

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 2nd day of August, 2021.



*William Warner Jr.*  
Secretary

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**ADDENDUM TO BOND**

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

**MERCHANTS NATIONAL BONDING, INC.**



By: \_\_\_\_\_

*Larry Taylor*

Larry Taylor, President



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

**Discussion and/or decision on hiring of  
an additional Maintenance Worker.**

**Other Business**

**David Bayer/CIO and Jana  
Lemrick/Director, Human Resources**

**Discussion and/or decision to approve  
quote and funding for Tyler Technologies  
ExecuTime software.**



Quoted By: Ron Pieracci  
 Quote Expiration: 1/31/22  
 Quote Name: ExecuTime - On Premises

**Sales Quotation For:**  
 Pottawattamie County  
 227 S 6th St  
 Council Bluffs IA 51501-4269  
 Phone: +1 (712) 328-4882

**Tyler Software**

| Description                                       | License          | Discount        | License Total    | Annual Maintenance |
|---|------------------|-----------------|------------------|--------------------|
| <b>Incode</b>                                     |                  |                 |                  |                    |
| <b>ExecuTime</b>                                  |                  |                 |                  |                    |
| ExecuTime Time & Attendance Mobile Access License | \$ 2,540         | \$ 254          | \$ 2,286         | \$ 508             |
| ExecuTime Time & Attendance                       | \$ 26,500        | \$ 2,650        | \$ 23,850        | \$ 5,300           |
| ExecuTime Advanced Scheduling Mobile              | \$ 1,990         | \$ 199          | \$ 1,791         | \$ 398             |
| ExecuTime Advanced Scheduling                     | \$ 14,900        | \$ 1,490        | \$ 13,410        | \$ 2,980           |
| <b>TOTAL:</b>                                     | <b>\$ 45,930</b> | <b>\$ 4,593</b> | <b>\$ 41,337</b> | <b>\$ 9,186</b>    |

**Services**

| Description    | Hours/Units | Price            | Discount    | Extended Price   | Maintenance |
|----------------|-------------|------------------|-------------|------------------|-------------|
| Executime      |             |                  |             |                  |             |
| Implementation | 240         | \$ 31,200        | \$ 0        | \$ 31,200        | \$ 0        |
| <b>TOTAL:</b>  |             | <b>\$ 31,200</b> | <b>\$ 0</b> | <b>\$ 31,200</b> | <b>\$ 0</b> |

**Summary**

Total Tyler Software  
Total Tyler Services

**One Time Fees**

\$ 41,337  
\$ 31,200

**Recurring Fees**

\$ 9,186

**Summary Total**

**\$ 72,537**

**\$ 9,186**

**Detailed Breakdown of Implementation Services (Included in Summary Total)**

| Description                   | Hours      | List Price       | Discount    | Extended Price   | Maintenance |
|-------------------------------|------------|------------------|-------------|------------------|-------------|
| Incode                        |            |                  |             |                  |             |
| ExecuTime                     |            |                  |             |                  |             |
| ExecuTime Advanced Scheduling | 60         | \$ 7,800         | \$ 0        | \$ 7,800         | \$ 0        |
| ExecuTime Time & Attendance   | 180        | \$ 23,400        | \$ 0        | \$ 23,400        | \$ 0        |
| <b>Sub-Total</b>              | <b>240</b> | <b>\$ 31,200</b> | <b>\$ 0</b> | <b>\$ 31,200</b> | <b>\$ 0</b> |
| <b>TOTAL:</b>                 | <b>240</b> | <b>\$ 31,200</b> | <b>\$ 0</b> | <b>\$ 31,200</b> | <b>\$ 0</b> |



**Mitch Kay/Finance and Budget Director**

**Discussion and/or decision to update  
Employee Handbook/Credit Card Policy  
#303; to take effect October 1<sup>st</sup>, 2021.**

## Employee Handbook/Credit Card Policy

Title: Credit Card Policy  
Policy Number: 303  
Effective Date: July 1, 2009  
Revision Date: August 10, 2021  
Authorized by: Board of Supervisors

### Policy:

It is the policy of Pottawattamie County to utilize direct billing, reimbursement, or purchase order whenever possible, to make authorized county purchases. When these options are not available, purchases may be made by utilizing an authorized county credit card. Traveling expenses may be made by utilizing an authorized county credit card. When using an authorized county credit card all reasonable attempts should be made to ensure the transaction is processed as “Tax Exempt”.

All credit cards are to be issued from the same financial institution as agreed upon by the Board of Supervisors and the Auditor. All credit cards will be on the same billing cycle and the county will obtain a global credit card limit with the financial institution. This global credit card limit will then be allocated amongst all departments as determined by the Board of Supervisors or the Budget and Finance Director.

### Objectives:

Consolidate County purchases into one global liability and thereby eliminate numerous outstanding liabilities at different institutions.

Allow for standardized dates across the County for reporting and processing of credit card expenses.

Allow the County to conduct business with vendors who no longer allow purchase order payments and now require a credit card.

Take advantage of cost-saving opportunities by being able to purchase on the Internet and through catalogs.

### Comments:

- (1) The Budget and Finance Director will serve as Credit Card Administrator. The Auditor, Chairman of the Board of Supervisors and Finance and Tax Officer will also be given same account privileges. Privileges include but not limited to:
  - Viewing statements and requesting information from financial institution
  - Temporarily raising credit limits for onetime purchases as requested by Department Heads
  - Ordering or Canceling new credit cards
- (2) Department Heads are responsible for obtaining credit card(s) for their department and for issuing credit cards to their respective employees. Department Heads and respective employees will be required to sign a **Pottawattamie County Credit Card Agreement** (Exhibit A) setting forth their obligations once the card has been issued. This agreement will be signed on an annual basis and shall be filed in the County Auditor's office.



- (3) The County Auditor will maintain the signed credit card agreements in a secure area. This agreement shall include the name of the company issuing the card, the name of the employee listed on the card, the card limit, the card number, expiration date and a telephone number to call if the card is missing or stolen.
- (4) Department Heads will be responsible for distributing County credit cards to employees as needed and will assume responsibility for those employee purchases as well. Each Department Head will maintain an up to date listing of credit cards issued to their employees.
- (5) Department Heads will adhere to assigned credit limit, but may appeal to Credit Card Administrator for temporary increases.
- (6) Credit cards must not be used to make purchases that under normal circumstances would require a competitive bid.
- (7) Credit cards are to be strictly used for official County purposes. Use of the card should be limited to goods and services which cannot efficiently be purchased by such methods as purchase order or direct billing. Allowable expenditures:
  - Motel/hotel expenses and guarantee of reservations
  - County vehicle expenses
  - Meals including a tip of up to 15% of the cost of the meal or a tip that is prescribed by the establishment
  - Airline reservations
  - Car rental
  - Registration fees
  - Departmental expenses as approved by the department head

Additionally, a cardholder must:

- ensure that the card is used only by the cardholder; use by anyone other than the approved cardholder is strictly prohibited. All cards will be attached to an individual not just to a department.
  - request tax-exempt purchase if purchasing in or shipping to State of Iowa
  - obtain an itemized receipt in addition to the purchasing card receipt. Purchases without an itemized receipt may not be paid by the County and may be deducted from the employees next paycheck. See policy item (10) for exceptions.
- (8) The misuse or abuse of the card shall mean using a County credit card outside of the employee's authorized parameters. Misuse or abuse of the card includes, but is not limited to:
    - using the card for personal or unauthorized purposes

- using the card to obtain a cash advance or cash in lieu of a credit to the purchasing card account
- using the card to purchase alcoholic beverages or any substance, material, or service which violates policy, law or regulation pertaining to the County or the Code of Iowa
- allowing use of the card by another individual
- splitting a purchase or using another cardholder's card to circumvent the card purchasing limit of the card
- failing to provide your Department Head with required receipts
- failing to complete and submit the log of transactions within seven (7) days after the close of each billing cycle.
- failing to provide, when requested, information about any specific purchase
- not adhering to the County Credit Card Policy

(9) Misuse, Abuse or Fraudulent Violation. Depending on the severity, the following actions may be taken along with other disciplinary actions as provided in Employee Handbook Policy 711 - Disciplinary Procedure.

- 1st Offense: When a card is accidentally used in violation of this policy, both the cardholder and the cardholder's Department Head will be notified of the infraction. The cardholder will be advised to use the card for business purposes only within the parameters established by these policies. The cardholder will also be advised that all card privileges will be suspended if further violations occur. The cardholder will be personally responsible for reimbursing the County for unauthorized purchases.
- 2nd Offense: All purchasing card privileges will be suspended for a period of three (3) months. The cardholder's Department Head will be notified of this violation and subsequent suspension of privileges. At the end of the three-month period, the cardholder's Department Head may elect to reinstate the cardholder's privileges, with the approval of the Board of Supervisors. The cardholder will be personally responsible for reimbursing the County for any unauthorized purchases.
- 3rd Offense: Use of the Credit card will be suspended permanently. The cardholder will be personally responsible for reimbursing the County for any unauthorized purchases.

These actions may be initiated at the discretion of the Auditor or Budget and Finance Director after consultation with the appropriate Department Head and the Board Chair. Further, the Department Head may ask the County Auditor or Budget and Finance Director to initiate any of the above actions at any time

(10) Employee Termination or Transfer.

A cardholder who terminates employment with the County or transfers to another department, must return the credit card to their Department head who will provide it to the Credit Card Administrator. Final paycheck may be delayed until all pending credit card charges have cleared and proper documentation of each expense has been provided to Department Head/Elected Official. Failure to do so may result in a portion of final paycheck being withheld to pay charged expenses.

(11) Documentation

The cardholder is responsible for maintaining adequate documentation to verify and explain all purchasing card transactions. To facilitate reconciliation and approval of statements, it is essential that cardholders obtain and retain vendor documentation for purchases, including

- itemized vendor sales receipts,
- itemized packing slips or shipping orders, and
- purchasing card detailed charge slips with item descriptions.

On an ongoing basis, the cardholder should maintain a log of transactions to document transactions made with the card. This includes date, purpose and person(s) in attendance. Adequate documentation, as described above, should be filled out on **Monthly Expense Form** (Exhibit B) if required by Department Head or elected official.

It is understood that from time to time a receipt may be lost, in such event a **Receipt Affidavit Form** (Exhibit C) should be filled out and accompany the documentation. Habitual use of this form may constitute a misuse or abuse violation of the County Credit Card policy.

Each month, the cardholder will retrieve a statement which lists charges made during the previous billing cycle. Upon retrieving the statement, it is essential that the cardholder perform the following:

- review the statement; compare back-up documentation (receipts, packing slips, charge slips, etc.) to the transactions listed on the statement
- reconcile each and every transaction to assure that it is correctly listed on the statement; it is, however, possible that transactions completed will not appear until the next statement
- reconcile each and every transaction on the statement to assure that it is correctly listed and that adequate documentation for each transaction is attached.

Upon reconciliation, the statement and all supporting invoices, packing slips, charge slips, receipts, etc. should be forwarded to the Department Head within seven (7) days after the close of each billing cycle. The Department Head will review the statement by:

- ensuring that each purchase is an appropriate use of County funds,

- confirming that receipts and written explanations are attached for each listing on the statement,
- confirming that the attached receipts match the dollar amount of each listing on the statement,
- ensuring that the card is not used for personal purposes, and
- ensuring that the card is used and receipts are signed only by the cardholder.

After reconciliation by the Department Head, he/she must approve (by signing) the statement. By signing and approving the statement, the Department Head certifies the statement's compliance to the established policies and procedures governing the County Credit Card Policy. The Department Head must forward the approved statement to the Auditor no later than ten (10) days after the billing cycle ends.

It is encouraged that all cardholders sign up for electronic confirmation that their credit card statements are ready then print to allow the most time possible to meet documentation and approval deadlines. If a Department Head is unavailable to approve, the Budget and Finance Director can review and approve.

Example:

|   |                         |
|---|-------------------------|
| End of Credit Card Billing Cycle:   | July 31 <sup>st</sup>   |
| Cardholders documentation to Department Head:   | August 7 <sup>th</sup>  |
| Department Head to Auditor:   | August 10 <sup>th</sup> |
| Auditor Payment to Financial Institution<br>after final approval of Board of Supervisors: | August 14 <sup>th</sup> |

*(Payment due dates are generally 21 days from end of billing cycle)*

Pottawattamie County's  
CREDIT CARD AGREEMENT

with \_\_\_\_\_ as an employee in the \_\_\_\_\_  
Employee's Name Department or Office

I have been provided with a copy of the County's Credit Card Policy ("Policy"), and hereby agree to comply with all terms and conditions set forth therein. Additionally, I specifically acknowledge and agree to the following:

1. County credit cards are for official County use only. I acknowledge that any misuse of the County Credit Card may result in a suspension and/or termination from use of the Credit Card as outlined in Section 9 of the Policy.
2. Credit card payments must be processed on a timely basis. All charges need accompanying original receipts. A Receipt Affidavit may be used to replace a missing original receipt. See Section 11 of the Policy for details.
3. If appropriate receipts are not turned in and cannot be reproduced, I agree to reimburse the County for any undocumented charges or any charges that do not comply with County policies. Any request for reimbursement will be in writing and specifically state what charges are to be reimbursed. If I fail to reimburse the County within seven days of receiving the written request, I specifically agree that the reimbursement will be withheld from my wages until paid in full; however, at no time shall my pay be reduced below statutory minimum wages.
4. The Credit Card will be immediately surrendered upon retirement, resignation, termination or request of the department head. I understand that the use of the Credit Card for any purpose after its surrender is prohibited.
5. I understand a Credit Card is not provided to all employees. Assignment is based on my need to purchase material for the county and/or to provide for business travel. My use of the Credit Card may be revoked at any time for any reason without notice. I understand that the use of the Credit Card is a privilege, not an entitlement nor reflective of my title and/or my position.

I have read Pottawattamie County Card Policy and procedures and accept them.

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

Company Issuing Card \_\_\_\_\_ Credit Card Number \_\_\_\_\_ Expiration \_\_\_\_\_

Credit Limit \_\_\_\_\_ Department Head/Elected Official Approval \_\_\_\_\_ Date \_\_\_\_\_

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Internal Use Only – Copy to be keep in employee personnel file

Credit Card Returned \_\_\_\_\_ Reason \_\_\_\_\_ Received By \_\_\_\_\_

# Pottawattamie County Monthly Expense Form

Pottawattamie County Monthly Credit  
 Purpose: Card Expense Report

Total Due on  
 Statement:

Expense  
 Month

\_\_\_\_\_

Employee Information:

Name \_\_\_\_\_

Position \_\_\_\_\_

Department \_\_\_\_\_

Department Head/Elected Official \_\_\_\_\_

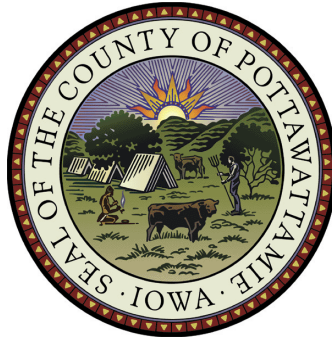
| Date  | Account | Description | Attendees <input type="checkbox"/> | Hotel  | Transport | Fuel   | Meals  | Phone  | Entertainment | Misc.  | Total  |
|-------|---------|-------------|------------------------------------|--------|-----------|--------|--------|--------|---------------|--------|--------|
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
|       |         |             |                                    |        |           |        |        |        |               |        | \$0.00 |
| Total |         |             |                                    | \$0.00 | \$0.00    | \$0.00 | \$0.00 | \$0.00 | \$0.00        | \$0.00 | \$0.00 |

|              |               |
|--------------|---------------|
| SUBTOTAL     | \$0.00        |
| ADVANCES     | \$0.00        |
| <b>TOTAL</b> | <b>\$0.00</b> |

Approved:

Notes:

**MELVYN J HOUSER**  
**POTTAWATTAMIE COUNTY AUDITOR**  
**AND ELECTION COMMISSIONER**  
227 S 6<sup>TH</sup> ST, PO BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy - Elections  
Linda Swolley, First Deputy - Real Estate  
Kristy Hassay, Second Deputy - Real Estate  
Becky Lenihan, Finance & Tax Officer  
Phone (712) 328-5700  
FAX (712) 328-4740

## RECEIPT AFFIDAVIT

This form is to be used for credit card purchases, employee reimbursements or when the vendor's receipt does not show an itemization of the purchase and the vendor cannot provide an itemized copy, or the original receipt is not available. Please make sure completely filled out, signed and dated.

- Reason receipt is not available (please indicate):
- Lost Original Receipt
- Vendor receipt not itemized
- Other(specify): \_\_\_\_\_

Vendor purchased from: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

Amount of Purchase: \_\_\_\_\_

How pertains to County business (what purchase was for):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of what was purchased:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_, certify that I made the purchase described above, that all of the purchase was for County business (unless otherwise noted) and all is within policy guidelines. There was not any alcohol purchased.

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



**Received/Filed**

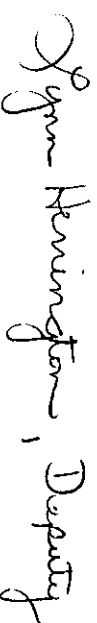
## Fee Book (07/01/2021 - 07/31/2021)

Criteria: {FMXFUS01\_RPT\_POTT.TndrDate} >= #07/01/2021# AND {FMXFUS01\_RPT\_POTT.TndrDate} <= #07/31/2021#

|                                 | <u>Count</u> | <u>Total Fund Amount</u> |
|---------------------------------|--------------|--------------------------|
| <b>Recording Fees</b>           |              |                          |
| RMA                             | 1637         | \$1,641.00               |
| E-Commerce                      | 1637         | \$1,641.00               |
| Audit                           | 430          | \$2,295.00               |
| Recording                       | 1637         | \$43,515.00              |
| County Transfer Tax             | 239          | \$18,029.69              |
| State Transfer Tax              | 239          | \$86,492.11              |
| Photo Copies                    | 26           | \$339.00                 |
| <b>Total For Recording Fees</b> | <b>5845</b>  | <b>\$153,952.80</b>      |
| <b>Other Fees</b>               |              |                          |
| COUNTY PASSPORT POSTAGE FUND    | 54           | \$8,368.35               |
| <b>Total For Other Fees</b>     | <b>54</b>    | <b>\$8,368.35</b>        |
| <b>Boats</b>                    |              |                          |
| Boat Writing                    | 21           | \$256.25                 |
| Boat State                      | 21           | \$2,062.90               |
| Boat Title County               | 18           | \$295.00                 |
| Boat Title State                | 18           | \$383.50                 |
| Boat Liens State                | 8            | \$91.00                  |
| Use Tax                         | 21           | \$46,108.58              |
| Boat Lien County                | 8            | \$70.00                  |
| Road Pass                       | 10           | \$800.00                 |
| DNR Postage                     | 9            | \$16.00                  |
| <b>Total For Boats</b>          | <b>134</b>   | <b>\$50,083.23</b>       |
| <b>ELSI</b>                     |              |                          |
| ELSI Couny                      | 41           | \$390.00                 |
| ELSI State                      | 21           | \$1,554.00               |
| <b>Total For ELSI</b>           | <b>62</b>    | <b>\$1,944.00</b>        |
| <b>Vitals</b>                   |              |                          |
| Cert Copy County                | 61           | \$2,552.00               |
| Cert Copy State                 | 61           | \$7,018.00               |
| Marriage County                 | 59           | \$236.00                 |
| Marriage State                  | 59           | \$1,829.00               |
| <b>Total For Vitals</b>         | <b>240</b>   | <b>\$11,635.00</b>       |
| <b>Collected Total:</b>         |              | <b>\$225,983.38</b>      |
| <b>Charged Total:</b>           |              | <b>\$35.00</b>           |
| <b>Grand Total:</b>             |              | <b>\$226,018.38</b>      |

# Recorder

| MR #               | 41454                     | Jul-21    |                  | ck# 5215                 |                   |
|--------------------|---------------------------|-----------|------------------|--------------------------|-------------------|
| Amount             | Account #                 | Account # | Account Name     |                          |                   |
| \$2,788.00         | 0001-1-07-8110-413000-000 |           | Vital Records    |                          |                   |
| \$1,641.00         | 0024-1-07-8110-400001-000 |           | RMA              |                          |                   |
| \$390.00           | 0001-1-07-8110-409000-000 |           | ELSI             |                          |                   |
| \$18,029.69        | 0001-1-07-8110-404000-000 |           | Transfer Tax     |                          |                   |
| \$43,854.00        | 0001-1-07-8110-400000-000 |           | Office Fees      |                          |                   |
| \$2,295.00         | 0001-1-07-8110-410000-000 |           | Auditor Fees     |                          |                   |
| \$256.25           | 0001-1-07-8110-402000-000 |           | Boat Writing Fee |                          |                   |
| \$70.00            | 0001-1-07-8110-402000-000 |           | Boat Liens       |                          |                   |
| \$8,368.35         | 0001-1-07-8110-414000-000 |           | Passports        |                          |                   |
| \$16.00            | 0001-1-07-8110-415000-000 |           | DNR Boat Postage |                          |                   |
| \$800.00           | 0001-1-07-8110-407000-000 |           | ATV ROADPASS     |                          |                   |
| <b>\$78,508.29</b> | <b>Total</b>              |           |                  | Checks prepared by: M.H. | Signed by: M.A.B. |


  
 Lynn Hemmington, Deputy

**Closed Session**