

Consent Agenda

November 2, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. October 26, 2021, Minutes as read.
- B. Jail – Employment of Tyler Stange as Detention Officer

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Schultz, to open Public Hearing on Ordinance No. 2021-07, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 44.9 acres from a class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District

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

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

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

Motion by Shea, second by Wichman, to set date and time of Second Consideration of Ordinance No. 2021-07, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 44.9 acres from a class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District for Nov. 9th at 10:00 A.M.

UNANIMOUS VOTE. Motion Carried.

Jeff Walton and Larry Klien from Regional Water, and Peter Baudhuin from DGR appeared before the Board to provide an update on the Regional Water Board and the Pioneer Trail waterline project. Discussion only. No action taken.

3. OTHER BUSINESS

Motion by Shea, second by Schultz, to approve and authorize CIO to sign agreements with Great Plains Communications for Internet Service.

UNANIMOUS VOTE. Motion Carried.

Chief Information Officer David Bayer Appeared before the Board to provide an update on the Managed Print Services Contract. Discussion only. No action taken.

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 112-2021** entitled: RESOLUTION PROVIDING FOR THE AMENDMENT OF THE ARTICLES OF AGREEMENT WHICH FORMED THE WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014.

RESOLUTION NO. 112-2021

RESOLUTION PROVIDING FOR THE AMENDMENT OF THE ARTICLES OF AGREEMENT WHICH FORMED THE WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, Pottawattamie County previously signed a resolution to approve the Articles of Agreement creating the Workforce Development Chief Elected Official Consortium (CEO) together with 17 other counties in western and southwestern Iowa, known as the “Western Iowa Workforce Development Area” or WIWDA; and,

WHEREAS, a quorum of the CEO has been difficult to meet, hindering the ability of the CEO to conduct business and provide for smooth operation of the WIWDA; and,

WHEREAS, at their September, 2021 meeting the CEO discussed proposing to the member counties an amendment to the Articles of Agreement to reduce the required quorum from a supermajority (three-fifths or 11 members) to having a minimum of seven members (one-third + 1).

NOW, THEREFORE BE IT RESOLVED by the Pottawattamie County Board of Supervisors that it does hereby agree to amend Article 5C of the Articles of Agreement which formed the WIWDA Chief Elected Official Consortium to read as follows:

- C. A quorum of the member counties is required to conduct a meeting. A quorum is defined as one plus one-third of the members.

Dated this 2nd Day of November, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

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

4. RECEIVED/FILED

- A. Salary Actions
 - 1) Treasurer – Payroll Status Change for Heather Ausdemore
- B. Reports
 - 1) Sheriff’s Report of Fees Collected and Disbursed for September 2021
- C. Out of State Travel Notification
 - 1) Veterans Affairs – Out of State Travel Notification for Nick Jedlicka, Brad Powell, Ellen Way, Brittany Rockwell, Holly Collins, and David Hazelwood.

5. CLOSED SESSION

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code 20.17(3), for discussion and/or decision on labor negotiations / collective bargaining matters.

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

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

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

Motion by Shea, second by Grobe, to go into Closed Session pursuant to Iowa Code 21.5(1)(i), for discussion and/or decision on personnel matters

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

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

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

6. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:49 PM.

Scott A. Belt, Chairman

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 9, 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 October 2021.

Vendor Name	Payable Description	Total Payments
3 T INC	PROF SVC - CONSERVATION	560.00
3RD DEGREE SCREENING INC	PROF SVC - HR	56.00
AARON JONES	ELECTION WORK - AUDITOR	216.00
ABBY ROBINSON	REIMB EXP - MED EXAMINER	30.80
ACCURATE CONTROL INC	PROF SVC - JAIL/NON-DEPARTMENTAL	90,281.32
ACE REALTY LLC	RENT ASSIST - VA	1,000.00
ACTION SIGNS INC	PROF SVC - B&G	156.00
ADAM KAFFENBERGER	PROF SVC - CONSERVATION	1,700.00
ADAM KLEIN	REIMB EXP - IT	135.18
AGRILAND FS INC	FUEL - CONSERVATION	3,998.36
AGRIVISION GROUP LLC	ROADS/PARTS	1,604.01
AHLERS & COONEY PC	LEGAL SVC - BOARD	566.00
AIRGAS INC	ROADS/SUPPLIES	243.45
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR	628.00
ALBIREO ENERGY	PROF SVC - JAIL	1,200.00
ALEGENT CREIGHTON HEALTH	MED SVC - MED EXAMINER	1,416.00
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	735.15
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	7,770.50
ALEXIA QUANDT	ELECTION WORK - AUDITOR	216.00
ALICIA BECKMAN-PETERSEN	ELECTION WORK - AUDITOR	30.00
ALISON KENNEDY	ELECTION WORK - AUDITOR	30.00
ALL COPY PRODUCTS INC	PROF SVC - CONSERVATION	95.08
ALLISON SUNDEEN	REIMB EXP - MED EXAMINER	104.16
AMAZON CAPITAL SERVICES INC	SUPPLIES - IT	2,297.82
AMERICAN NATIONAL BANK	MO BILL - SHERIFF	16,764.73
AMERICAN TEXTILE MILLS INC	ROADS/SUPPLIES	1,584.67
AMY JOBE	REIMB EXP - SWIA MHDS REGION	412.64
ANDERSEN DOOR SERVICE INC	PROF SVC - B&G	192.44
ANDERSON BRIDGES LLC	PROF SVC - BOARD	30,950.00
ANDREW CHRISTENSEN	ELECTION WORK - AUDITOR	200.00
ANDRY HAYDUK	RENT ASSIST - GA	1,100.00
ANTHONY KAVA	REIMB EXP - SHERIFF	107.52
ANTHONY LAINSON	ELECTION WORK - AUDITOR	200.00
ANTHONY PORTERO PAFF	ELECTION WORK - AUDITOR	266.00
ARDETH CHRISTIE	ELECTION WORK - AUDITOR	298.00
ARLENE BERNEMANN	ELECTION WORK - AUDITOR	232.00
ARLENE EKLUND TANNAHILL	ELECTION WORK - AUDITOR	282.00
ARROW TOWING INC	PROF SVC - SHERIFF	300.00
AUDUBON COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	10,074.11
AUTUMN SMELSER	ELECTION WORK - AUDITOR	298.00
AVI SYSTEMS INC	PROF SVC - IT	8,545.00
AVOCA BUILDING MATERIAL CENTER INC	ROADS/MATERIALS - CARSON	269.75
AVOCA VETERINARY	PROF SVC - CONSERVATION	120.00
AXON ENTERPRISE INC	EQUIP - JAIL	2,396.80
B&R STORES INC	SUPPLIES - SWI JUV	411.53
BAKER MECHANICAL INC	PROF SVC - SHERIFF	607.50
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	132.16
BARBARA HILTON	ELECTION WORK - AUDITOR	232.00
BARBARA WHITE	ELECTION WORK - AUDITOR	200.00
BENSON LAW PC	LEGAL SVC - SWIA MHDS REGION	1,417.50
BETHANY PRESBYTERIAN CHURCH	PRECINCT RENT - AUDITOR	200.00
BETHANY WATSON	ELECTION WORK - AUDITOR	266.00
BEVERLY THOMPSON	ELECTION WORK - AUDITOR	266.00
BEVERLY WEIS	ELECTION WORK - AUDITOR	232.00
BILL M DEYEAGER	MEETING - BOARD	40.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	484.70
BILLY CHAPIN	ELECTION WORK - AUDITOR	34.65
BILLYS INC	SUPPLIES - CONSERVATION	193.40
BISHOP BUSINESS EQUIPMENT COMPANY	PROF SVC - PUBLIC HEALTH	263.48
BLACK HILLS UTILITY HOLDING	MO BILL - B&G	4,779.02
BLANCA PONCE DOMINGUEZ	REIMB EXP - WIC	29.64
BLUE CELL LLC (THE)	TRAINING - EMA	12,500.00
BLUE COW MARKET LLC	SUPPLIES - CONSERVATION	58.90
BLUFFS ELECTRIC INC	ROADS/REPAIR	994.37
BLUFFS PAVING & UTILITY COMPANY INC	ROADS/VOUCHER 8	17,454.67
BLUFFS TAXI AND COURIER INC	TRANSPORT - SWIA MHDS REGION	217.75
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE)	PROF SVC - CO ATTORNEY	1,350.00
BOB BARKER COMPANY INC	SUPPLIES - JAIL	221.20
BODE DUE INC	ROADS/TIRE REPAIR - 714	49.00
BOLTON & MENK INC	DRAINAGE - 2019 FLOOD - VANMAN - PROF SVC	2,636.72
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATION	2,832.00
BOO INC	PROF SVC - CONSERVATION	693.33
BOUEIC MEISEL	ELECTION WORK - AUDITOR	200.00
BP ENTERPRISES INC	PROF SVC - SHERIFF	941.94
BRANDON ALLEN	REIMB EXP - SHERIFF	110.18
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRETT LARSON	MEETING - PLANNING	35.08
BRIAN MILLER	REIMB EXP - SHERIFF	157.82

BRIAN SNYDER	REIMB EXP - JAIL	83.54
BRITNIE MOORE	ELECTION WORK - AUDITOR	216.00
BROADWAY CHRISTIAN CHURCH	PRECINT RENT - AUDITOR	200.00
BROADWAY UNITED METHODIST CHURCH	PRECINT RENT - AUDITOR	400.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	4,675.43
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	1,434.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	262.00
CALHOUN COMMUNICATIONS INC	PROF SVC - CONSERVATION	3,378.52
CANDY BECERRA	REIMB EXP - AUDITOR	6.15
CAROL TERRY	ELECTION WORK - AUDITOR	282.00
CASEY PETERS	ELECTION WORK - AUDITOR	232.00
CASS COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	33,583.69
CATHY WRAY	ELECTION WORK - AUDITOR	232.00
CDW LLC	EQUIP - COMMUNICATIONS	1,760.00
CELLCO PARTNERSHIP	MO BILL - SHERIFF	13,788.94
CENTURYLINK INC	MO BILL - COMMUNICATIONS	11,362.30
CHAD FREEBERG	REIMB EXP - SHERIFF	99.32
CHARLES FORD	ELECTION WORK - AUDITOR	216.00
CHERYL BOROUGHS	ELECTION WORK - AUDITOR	216.00
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	5,953.20
CHRISTINE CIRCO	REIMB EXP - CO ATTORNEY	16.79
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHRISTOPHER WEBER	REIMB EXP - SHERIFF	492.18
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	254.06
CITIBANK NA	SUPPLIES - DHS	632.59
CITY OF AVOCA	ROADS/UTILITIES	63.94
CITY OF CARSON	PROF SVC - PUBLIC HEALTH	2,206.62
CITY OF COUNCIL BLUFFS	PROF SVC - BOARD	425,706.73
CITY OF COUNCIL BLUFFS	PROF SVC - PUBLIC HEALTH	900.00
CITY OF HANCOCK	MO BILL - CONSERVATION	312.99
CITY OF MISSOURI VALLEY	RENT ASSIST - SWIA MHDS REGION	49.68
CITY OF OAKLAND	CITIES PROGRAM - BOARD	6,244.75
CITY OF WALNUT	ADVERTISING - BOARD	542.00
CITYLIGHT COUNCIL BLUFFS CHURCH OF THE CHRISTIAN & MISSIONARY AL	PRECINT RENT - AUDITOR	200.00
CODY PANE	REIMB EXP - MED EXAMINER	137.20
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 432	962.00
COMMUNITY OF CHRIST PRARIE BLUFFS	PRECINT RENT - AUDITOR	200.00
CONCERNED INC	PROF SVC - SWIA MHDS REGION	1,143.00
CONNECTIONS AREA AGENCY ON AGING INC	PROF SVC - PUBLIC HEALTH	3,750.00
CONNER PSYCHOLOGICAL SERVICES PC	MED SVC - JAIL	770.00
CONNIE GILLILAND	ELECTION WORK - AUDITOR	232.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	17,050.28
CONVERGEONE INC	PROF SVC - IT	3,149.55
COREY LITTLE	REIMB EXP - BOARD	1,000.00
CORNERSTONE COMMERCIAL CONTRACTORS INC	PROF SVC - BOARD	77,602.51
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	38.50
CORPUS CHRISTI CATHOLIC CHURCH	PRECINT RENT - AUDITOR	400.00
CORRINE YOUNGBLOOD	ELECTION WORK - AUDITOR	216.00
CORY THOMAS	REIMB EXP - CONSERVATION	35.95
COUNCIL BLUFFS CONVENTION AND VISITORS BUREAU	ADVERTISING - BOARD	1,451.38
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	5,152.29
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	40,648.00
COURTSIDE MARKETING	SUPPLIES - CONSERVATION	648.00
COX COMMUNICATIONS INC	MO BILL - IT	6,407.25
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	23.00
CREEKSIDE CHURCH	PRECINT RENT - AUDITOR	200.00
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	141.52
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	49.25
CUMMINS INC	PROF SVC - JAIL	858.45
CURTIS STENDER	ELECTION WORK - AUDITOR	32.30
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	3,600.00
CYNTHIA HUTCHESON	ELECTION WORK - AUDITOR	282.00
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	217,933.97
DALE SHARP	ELECTION WORK - AUDITOR	16.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	266.56
DARLA A FENT	ELECTION WORK - AUDITOR	248.00
DARLA LOBENDO	ELECTION WORK - AUDITOR	232.00
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	24,900.00
DAVID GENTLEMAN	REIMB EXP - COMMUNICATIONS	150.64
DAVID J KRAMER	MEETING - BOARD	60.00
DAVID K LYON	ROADS/SERVICE - 334	350.00
DAVID L WHITE	WELL CLOSURE - ENV HEALTH	250.00
DEAF SERVICES UNLIMITED INC	PROF SVC - BOARD	315.00
DEAN ANDERSON	MEETING - BOARD	40.00
DEANNA AXLAND	ELECTION WORK - AUDITOR	16.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	32.59
DEBORAH MARSHALL	ELECTION WORK - AUDITOR	216.00
DEBRA HELTON	ELECTION WORK - AUDITOR	232.00
DEK CORP	PROF SVC - SHERIFF	1,443.19
DELL MARKETING LP	EQUIP - B&G	494.07
DENCO HIGHWAY CONSTRUCTION CORPORATION	ROADS/PROJECT	27,983.00
DENNIS KEITHLEY	ELECTION WORK - AUDITOR	248.00
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	475.33
DEPARTMENT OF HEALTH AND HUMAN SERVICES	CERTIFICATION - WIC	180.00

DEREK GILMAN	ELECTION WORK - AUDITOR	34.65
DIANE CARLON	ELECTION WORK - AUDITOR	232.00
DIXIE WILSON	REIMB EXP - AUDITOR	4.31
DLR GROUP INC	PROF SVC - SHERIFF	24,135.70
DOLLY GROVE	ELECTION WORK - AUDITOR	216.00
DOLORES SILKWORTH	MEETING - PLANNING	32.84
DONALD NIELSON	PUBLICATIONS - BOARD	2,832.03
DONALD NIELSON	PUBLICATIONS - BOARD	2,726.70
DONALD W MATHEWS	PROF SVC - BOARD	831.70
DONNA CALLENDER	ELECTION WORK - AUDITOR	216.00
DOUGLAS COUNTY (NE)	SVC FEES - BOARD	150.00
DUSTIN SHELDON	MEETING - SWI JUV	54.88
DXP ENTERPRISES INC	SUPPLIES - B&G	41.42
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	3,629.16
ECHO GROUP INC	SUPPLIES - JAIL/NON-DEPARTMENTAL	1,800.97
ECOLAB INC	SUPPLIES - JAIL	3,359.15
EDWARDS MOTORSPORTS LLC	SUPPLIES - CONSERVATION	53.75
EILEEN KUHNLE	ELECTION WORK - AUDITOR	232.00
ELECTION SYSTEMS & SOFTWARE LLC	SUPPLIES - AUDITOR	5,446.78
ELECTRONIC CONTRACTING COMPANY	PROF SVC - B&G	2,404.41
ELI LLC	RENT ASSIST - GA	1,200.00
ELIOR INC	SUPPLIES - JAIL	47,584.00
ELLEN GARAFFA	ELECTION WORK - AUDITOR	328.48
ELLEN WAY	REIMB EXP - VA	466.24
EMANUEL CHURCH OF NAZARENE	PRECINT RENT - AUDITOR	200.00
ENGINEERED CONTROLS INC	PROF SVC - B&G	2,880.00
EUGENE WRAY III	ELECTION WORK - AUDITOR	282.00
EVA FISHER	ELECTION WORK - AUDITOR	32.00
EVELYN HALL IRWIN	ELECTION WORK - AUDITOR	282.00
EVIZZIT LLC	MH SVC - SWIA MHDS REGION	4,666.10
FARM SERVICE COOPERATIVE	ROADS/FUEL	50,733.31
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	644.13
FASTENAL COMPANY	SUPPLIES - JAIL	713.72
FATHER FLANAGANS BOYS HOME	PROF SVC - SWIA MHDS REGION	38,450.00
FEURING PROMOTIONS INC	PROF SVC - JAIL	56.70
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	3,338.75
FIFTY THIRTEEN CORP	ROADS/SERVICES	6,220.19
FILTER SHOP INC (THE)	SUPPLIES - B&G	605.00
FIREGUARD INC	PROF SVC - B&G	3,064.33
FIRESPRING PRINT INC	PROF SVC - PLANNING	1,099.39
FIRST NATIONAL BANK OF OMAHA	MO BILL - CONSERVATION	518.81
FLEUR DE LIS MOTOR INNS INC	LODGING - JAIL	2,563.68
FMTC SWT INC	ROADS/UTILITIES	119.03
FONTENELLE FOREST	PRESENTER - CONSERVATION	225.00
FORESTRY SUPPLIERS INC	SUPPLIES - CONSERVATION	309.44
FOUR ACES TRANSPORTATION	PROF SVC - JAIL	25.00
FOURTH JUDICIAL DISTRICT DEPARTMENT OF CORRECTIONAL SERVICES	SUPPORT SVC - SWIA MHDS REGION	400.00
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	3,720.00
FRANCOISE MATHIS	ELECTION WORK - AUDITOR	232.00
FREMONT COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	11,038.56
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	374.35
GAIL LANG	ELECTION WORK - AUDITOR	216.00
GAIL PETERS	ELECTION WORK - AUDITOR	216.00
GARREANS LAW LLC	LEGAL SVC - BOARD	2,760.00
GARRY MALSKEIT	ELECTION WORK - AUDITOR	16.00
GARY VANAERNAM	MEETING - SWI JUV	81.20
GBWH OMAHA LLC	TRAINING - IT	2,370.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	ROADS/HANCOCK	790.80
GENERAL PARTS LLC	PROF SVC - JAIL	257.50
GENEVA SCIENTIFIC INC	PROF SVC - CONSERVATION	368.98
GENIE SERVICES	MO BILL - PUBLIC HEALTH	45.00
GEORGE QUIGLEY	ELECTION WORK - AUDITOR	232.00
GETHSEMANE PRESBYTERIAN CHURCH	PRECINT RENT - AUDITOR	400.00
GLEE LEDGER	ELECTION WORK - AUDITOR	16.00
GLENN GROVE	ELECTION WORK - AUDITOR	266.00
GLOBAL EQUIPMENT COMPANY INC	ROADS/SUPPLIES	204.32
GOLDEN HILLS RESOURCE CONSERVATION AND DEVELOPMENT	PROF SVC - BOARD	9,513.55
GOLDEN HILLS RESOURCE CONSERVATION AND DEVELOPMENT AREA	SPONSORSHIP - BOARD	1,500.00
GOVCONNECTION INC	PROF SVC - IT	8,555.66
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	111.25
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	306.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	1,052.47
GREG MATHIS	PROF SVC - WEST POTT SWCD	199.45
GREG MATHIS	ELECTION WORK - AUDITOR	232.00
GREGORY L DAVIS	MED SVC - JAIL	1,180.00
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.96
GRP & ASSOCIATES INC	PROF SVC - JAIL	214.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	400.00
GUDE MORTUARY INC	TRANSPORT - MED EXAMINER	750.00
GUNS UNLIMITED INC	SUPPLIES - CONSERVATION	192.39
GUYER MACHINE SHOP INC	ROADS/PARTS - 301	38.88
HADLEY MIKOVEC	REIMB EXP - SHERIFF	85.58
HARRISON COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	21,690.43
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	1,092.30

HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	482.88
HARRY H WALLAR VIII	PROF SVC - PUBLIC HEALTH	300.00
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	567.10
HEARTLAND CO OP	FUEL - B&G	245.49
HEARTLAND FAMILY SERVICE	BRIDGES - SWIA MHDS REGION	238,816.30
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	15,820.54
HEATHER WICKERSHAM	ELECTION WORK - AUDITOR	16.00
HENRY SCHEIN INC	SUPPLIES - JAIL	863.80
HERBERT CHRISTENSEN	ELECTION WORK - AUDITOR	266.00
HGM ASSOCIATES INC	ROADS/SERVICES	69,748.78
HISTORIC GENERAL DODGE HOUSE INC (THE)	PROF SVC - BOARD	1,000.00
HOLLY COLLINS	REIMB EXP - VA	466.24
HOTSY EQUIPMENT CO	ROADS/SERVICE - CENTRAL	618.76
HUNEY VAUGHN COURT REPORTERS LTD	TRANSCRIPTS - CO ATTORNEY	195.80
HUNTER KENNEDY	ELECTION WORK - AUDITOR	30.00
HY VEE INC	SUPPLIES - JAIL	13.98
INDOFF INCORPORATED	SUPPLIES - SWIA MHDS REGION	1,539.82
INFOSAFE SHREDDING LLC	PROF SVC - DHS	707.00
INSIGHT PUBLIC SECTOR	LICENSE - PUBLIC HEALTH	229.20
INTERSTATE POWERSYSTEMS INC	ROADS/PARTS	18.39
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	4,713.96
IOWA DEPARTMENT OF TRANSPORTATION	ROADS/PARTS	11,136.90
IOWA LAW ENFORCEMENT ACADEMY	TRAINING - JAIL	150.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - BOARD	33,545.00
IOWA OFFICE INTERIORS	SUPPLIES - AUDITOR	5,351.46
IOWA SPORTS FOUNDATION	PROF SVC - BOARD	780.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,421.26
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,050.31
IOWA WESTERN COMMUNITY COLLEGE	TRAINING - SHERIFF	207.00
IOWA WORKFORCE DEVELOPMENT	3RD Q UNEMPLOYMENT 2021	3,944.00
IVAN DELGADO	MED SVC - JAIL	5,000.00
J P COOKE COMPANY	SUPPLIES - ANIMAL CONTROL	623.30
JACKSON SERVICES INC	PROF SVC - B&G	379.57
JACQUELINE NICHOLAS	ELECTION WORK - AUDITOR	232.00
JAMIE PETERSEN	REIMB EXP - GIS	217.11
JANE SEWING	ELECTION WORK - AUDITOR	232.00
JANICE SMITH	ELECTION WORK - AUDITOR	32.00
JANIS REGIER	ELECTION WORK - AUDITOR	232.00
JASON BURHENNE	REIMB EXP - B&G	128.37
JASON TEDRICK	ELECTION WORK - AUDITOR	216.00
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEANETTE NUSSER	MEETING - BOARD	20.00
JEFFERSON FARM & AUTO LLC	PROF SVC - CONSERVATION	19.50
JEFFREY HUTCHESON	REIMB EXP - MED EXAMINER	99.68
JEFFREY W ANDERSEN	ROADS/TIRES	6,033.38
JEFFS CAR WASH	PROF SVC - SHERIFF	120.00
JEFFS WASH & GLO	PROF SVC - SHERIFF	355.00
JENNIFER NELSON	REIMB EXP - MED EXAMINER	28.00
JENSEN BUILDERS LTD	ROADS/HANCOCK	111,841.40
JEREMY PETERSEN	REIMB EXP - SHERIFF	104.54
JEROME HYTREK	ELECTION WORK - AUDITOR	216.00
JILL SHUDAK	ELECTION WORK - AUDITOR	216.00
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	1,304.67
JO ANN HOLM	ELECTION WORK - AUDITOR	36.44
JOANN SORENSEN	ELECTION WORK - AUDITOR	232.00
JOHN AMDOR III	ELECTION WORK - AUDITOR	216.00
JOHN DEERE FINANCIAL	ROADS/PARTS	2,064.12
JOHN DESANTIAGO JR	ELECTION WORK - AUDITOR	232.00
JOHN DRAKE	ELECTION WORK - AUDITOR	232.00
JOHN HEALY	DRAINAGE - 2019 FLOOD - VANMAN - CONSTR/MAINT	135,914.17
JOHN W GASPARINI INC	SUPPLIES - JAIL	60.60
JON THOMAS	MED SVC - JAIL	6,473.55
JONATHAN RANDALL KROHM	ROADS/MATERIALS	10,445.00
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	462.13
JONES COUNTY (IA)	LEGAL SVC - CO ATTORNEY	111.32
JONI PAEZ	ELECTION WORK - AUDITOR	232.00
JOSEPH NICHOLAS	ELECTION WORK - AUDITOR	232.00
JOSHUA WEESNER	ELECTION WORK - AUDITOR	266.00
JP LUMBER INC	ROADS/SUPPLIES	290.31
JULIA CROWDER	ELECTION WORK - AUDITOR	232.00
JUSTIN SCHULTZ	REIMB EXP - BOARD	153.82
KANDACE MEEKER	ELECTION WORK - AUDITOR	34.48
KAREN FOREMAN	REIMB EXP - MED EXAMINER	26.32
KAREN GILLMAN	ELECTION WORK - AUDITOR	16.00
KAREN WEIS	ELECTION WORK - AUDITOR	232.00
KATHERINE LIENEMANN	ELECTION WORK - AUDITOR	16.00
KATHLEEN FOX	ELECTION WORK - AUDITOR	232.00
KELLY CHRISTIE	ELECTION WORK - AUDITOR	282.00
KENT BROCKMANN	ELECTION WORK - AUDITOR	200.00
KERRI WEDE	MEETING - PLANNING	45.16
KEVIN CALABRO	ELECTION WORK - AUDITOR	32.40
KEY REAL ESTATE COMPANY	RENT ASSIST - GA	525.00
KIESLERS POLICE SUPPLY INC	SUPPLIES - SHERIFF	1,476.58
KIMBERLEY SCHNITKER	ELECTION WORK - AUDITOR	282.00

KMC PROPERTIES	RENT ASSIST - GA	400.00
KONE INC	PROF SVC - JAIL/NON-DEPARTMENTAL	4,178.68
KRIS WOOD	REIMB EXP - WIC	46.41
KRISTI MURRAY	ELECTION WORK - AUDITOR	216.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	976.64
KRONOS SAASHR INC	PROF SVC - IT	1,246.40
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	282.46
LARRY LONG	ELECTION WORK - AUDITOR	232.00
LARRY MILLER	MEETING - BOARD	20.00
LARSEN PAINTING	PROF SVC - B&G	4,785.00
LARSEN SUPPLY CO	SUPPLIES - CONSERVATION	1,918.00
LAW ENFORCEMENT INTELLIGENCE NETWORK	REGISTRATION - SHERIFF	200.00
LAWRENCE FENT	ELECTION WORK - AUDITOR	298.00
LAWSON PRODUCTS INC	ROADS/SUPPLIES	224.72
LCFC INC	TRANSPORT - MED EXAMINER	750.00
LEADERSHIP COUNCIL BLUFFS ALUMNI ASSOCIATION INC	DUES - TREASURER	50.00
LEE BHM CORP	PUBLICATIONS - BOARD	3,364.09
LEONARD WRIGHT	ELECTION WORK - AUDITOR	16.00
LEWIS DAVIDS III	REIMB EXP - JAIL	321.96
LINDA HOFFLANDER	ELECTION WORK - AUDITOR	232.00
LINDA MARSH	ELECTION WORK - AUDITOR	216.00
LINDA SPORVEN	ELECTION WORK - AUDITOR	232.00
LOCK CRAFTERS LLC	PROF SVC - SWI JUV	115.00
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	740.56
LOIS HANUSA	ELECTION WORK - AUDITOR	232.00
LONNIE MAYBERRY	MEETING - SWI JUV	19.04
LORI LEHAN	MEETING - BOARD	60.00
LUKAS PETERSEN	ELECTION WORK - AUDITOR	282.00
LYLES DISCOUNT TIRES INC	PROF SVC - B&G	980.52
LYNN LEADERS	MEETING - PLANNING	46.28
M&K MILLS TREE SERVICE	ROADS/SERVICES	530.00
MAIL SERVICES LLC	PROF SVC - TREASURER	2,871.75
MARC JOHNSON JR	ELECTION WORK - AUDITOR	232.00
MARCO TECHNOLOGIES LLC	MO BILL - SWI JUV	199.00
MARICOPA COUNTY (AZ)	SVC FEES - BOARD	200.00
MARILYN KENNEDY	REIMB EXP - AUDITOR	131.38
MARILYN KNAUSS	ELECTION WORK - AUDITOR	232.00
MARILYN WYMORE	ELECTION WORK - AUDITOR	298.00
MARK NUSSER	MEETING - BOARD	20.00
MARKUSON CONSTRUCTION INC	PROF SVC - ENV HEALTH	22,950.00
MARLENE HAROLD	ELECTION WORK - AUDITOR	16.00
MARLIN JENSON	MEETING - BOARD	40.00
MARVEL THIEL	RENT ASSIST - GA	950.00
MARY BURMEISTER	ELECTION WORK - AUDITOR	232.00
MARY KILLPACK	ELECTION WORK - AUDITOR	216.00
MARY WAYMAN	ELECTION WORK - AUDITOR	16.00
MATHESON TRI GAS INC	ROADS/SUPPLIES	77.84
MAURA GOALEY	LEGAL REP - BOARD	630.00
MAXINE GOTTO	ELECTION WORK - AUDITOR	232.00
MCKESSON MEDICAL SURGICAL INC	SUPPLIES - PUBLIC HEALTH	493.81
MCMULLEN FORD INC	ROADS/PARTS	30.80
MELANIE HENDERSON	RENT ASSIST - SWIA MHDS REGION	1,000.00
MELVIN LARSEN	ROADS/MOWING	120.00
MENARDS INC	ROADS/SUPPLIES	4,214.10
MERCHANTS BONDING COMPANY (MUTUAL)	BONDING - TREASURER	625.00
METAL CULVERTS INC	ROADS/PARTS	39.87
MICHAEL BECKMAN	ELECTION WORK - AUDITOR	34.65
MICHAEL BROOKS	ELECTION WORK - AUDITOR	232.00
MICHAEL CRAWFORD	ELECTION WORK - AUDITOR	216.00
MICHAEL FISHER	ELECTION WORK - AUDITOR	16.00
MICHAEL M SALES	PROF SVC - EMA	575.00
MICHAEL SKIPTON	ELECTION WORK - AUDITOR	232.00
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	50,342.79
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	795.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	215.40
MIDWEST MOTOR SUPPLY CO INC	ROADS/SUPPLIES	136.23
MILLER ORTHOPAEDIC AFFILIATES PC	MED SVC - JAIL	70.00
MILLS COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	17,559.24
MINNIE WALSH	ELECTION WORK - AUDITOR	232.00
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	61.04
MMB LLC	SUPPLIES - CONSERVATION	52.49
MMB LLC	ROADS/PARTS	3,124.06
MMIS HOLDINGS LLC	DRAINAGE - 2019 FLOOD - VANMAN - CONSTR/MAINT	117,502.24
MOLLY BROWN	REIMB EXP - SWIA MHDS REGION	28.22
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	129.40
MONTGOMERY COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	11,797.96
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	11,501.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	150.00
NANCY JANE COZIAHR	ELECTION WORK - AUDITOR	16.00
NANCY JANE WHITE	ELECTION WORK - AUDITOR	32.00
NATIONAL BISON ASSOCIATION	MEMBERSHIP - CONSERVATION	225.00
NCH CORPORATION	PROF SVC - JAIL	1,741.09
NEBRASKA MACHINERY COMPANY	ROADS/RENT	9,193.43

NEW HORIZON PRESBYTERIAN CHURCH	PRECINT RENT - AUDITOR	400.00
NEW LIFE ASSEMBLY OF COUNCIL BLUFFS IA INC	PRECINT RENT - AUDITOR	200.00
NEW MASONIC TEMPLE ASSOCIATION	PRECINT RENT - AUDITOR	200.00
NEWMAN SIGNS INC	SUPPLIES - CONSERVATION	881.08
NEXTAFF GROUP LLC	MED SVC - PUBLIC HEALTH	5,228.04
NICHOLAS PERRY	ELECTION WORK - AUDITOR	32.00
NICKOLAS AMDOR	REIMB EXP - SHERIFF	39.58
NISHNA PRODUCTIONS INC	SUPPORT SVC - SWIA MHDS REGION	60,355.68
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	1,789.25
NORMA KOPPOLD	ELECTION WORK - AUDITOR	232.00
NORTHERN SAFETY CO INC	SUPPLIES - B&G	258.69
NORTHWEST CHRISTIAN CHURCH INC	PRECINT RENT - AUDITOR	200.00
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	7,078.42
OMAHA COUNCIL BLUFFS PLUMBING INC	PROF SVC - JAIL	310.00
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	88.40
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	4,835.02
OMG MIDWEST INC	ROADS/MATERIALS	860.54
OUTDOOR POWER GROUP INC	ROADS/SUPPLIES	881.06
PAGE COUNTY (IA)	LIQUIDATE CAPITAL - SWI JUV	14,457.52
PAMELA MCDONALD	ELECTION WORK - AUDITOR	232.00
PARALLEL TECHNOLOGIES INC	PROF SVC - NON-DEPARTMENTAL	7,373.45
PARTNERSHIP FOR PROGRESS INC	RCF - SWIA MHDS REGION	41,385.18
PATRICIA HILLER	ELECTION WORK - AUDITOR	32.00
PATRICIA MCGINN	ELECTION WORK - AUDITOR	232.00
PATRICIA SCHEINOST	LEGAL SVC - SWIA MHDS REGION	186.00
PATRICIA WELLS	ELECTION WORK - AUDITOR	216.00
PATRICK WILSON	ELECTION WORK - AUDITOR	34.87
PATTI FORD	ELECTION WORK - AUDITOR	266.00
PAUL SMITH	MATERIALS/LABOR - CONSERVATION	4,876.00
PAUL THIES	ROADS/UTILITIES - HONEY CREEK	406.05
PAULETTE BRANDT	ELECTION WORK - AUDITOR	282.00
PEACE CHURCH OF THE BRETHREN	PRECINT RENT - AUDITOR	200.00
PEOPLESERVICE INC	UTILITY ASSIST - GA	68.72
PETERSON MORTUARY INC	TRANSPORT - MED EXAMINER	750.00
PIERCE PUMP INC	ROADS/SUPPLIES	176.93
PITNEY BOWES BANK INC (THE)	POSTAGE - DHS	10,000.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PROF SVC - DHS	574.17
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEALTH	975.00
POPCO INC	MO BILL - PLANNING	77.00
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	COPIER REIMB - SWIA MHDS REGION	797.29
POTTAWATTAMIE COUNTY	HOTEL/MOTEL TAX - CONSERVATION	1,107.00
POTTAWATTAMIE COUNTY AUDITOR	LIQUIDATE CAPITAL - SWI JUV	195,048.37
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	526.24
POTTAWATTAMIE COUNTY IT DEPARTMENT	PROF SVC - SWIA MHDS REGION	154.13
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT SVC FEES - BOARD	9,813.85
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	51.70
PRIDE GROUP INC (THE)	RCF - SWIA MHDS REGION	17,823.52
PRIME COMMUNICATIONS INC	EQUIP - NON-DEPARTMENTAL	59,867.30
PWF LLC	WELL CLOSURE - ENV HEALTH	250.00
QUADIENT INC	POSTAGE - VARIOUS	2,569.04
QUIKRETE HOLDINGS INC	ROADS/SUPPLIES	72.49
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	1,294.78
RAFAEL RODRIGUEZ	REIMB EXP - IT	28.00
RAY MARTIN COMPANY OF OMAHA	PROF SVC - NON-DEPARTMENTAL	16,996.90
RDO TRUCK CENTER CO	ROADS/PARTS - 333	383.38
REALTIME TECHNICAL SERVICES INC	PROF SVC - SWI JUV	3,135.00
REBECCA KING	ELECTION WORK - AUDITOR	232.00
RED OAK WELDING SUPPLIES	ROADS/RENT	174.15
REGINA MYRES	ELECTION WORK - AUDITOR	216.00
REGIONAL WATER INC	MO BILL - CONSERVATION	1,217.20
REPAR LLC	PROF SVC - SWI JUV	310.00
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	534.4
RICHARD C ROSAS	PROF SVC - JAIL	60
RICHARD HIATT	REIMB EXP - SHERIFF	128.38
RICK LARSON	MEETING - PLANNING	49.80
RIEKEN VIETH FUNERAL HOME	TRANSPORT - MED EXAMINER	900.00
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	600.00
ROBERT A RIDNOUR	ELECTION WORK - AUDITOR	32.13
ROBERT BOETTCHER	ELECTION WORK - AUDITOR	32.00
ROBERT KENNEDY	ELECTION WORK - AUDITOR	36.55
ROBERTA MOLGAARD	ELECTION WORK - AUDITOR	16.00
ROGER CLAUSSEN	PROF SVC - CONSERVATION	1,260.00
ROGER SCHNITKER	ELECTION WORK - AUDITOR	200.00
RONALD ELLIOTT	MEETING - BOARD	60.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	1,500.00
RONALD LARSEN	ELECTION WORK - AUDITOR	216.00
RONDA NEWMAN	ELECTION WORK - AUDITOR	216.00
RYAN AVIS	REIMB EXP - SHERIFF	55.80
RYAN DALE	LEGAL SVC - SWIA MHDS REGION	132.30
RYAN PENNEY	REIMB EXP - CONSERVATION	15.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	192.00
S & S CASH REGISTER INC	PROF SVC - RECORDER	49.00
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	651.95
SAINT JOHN LUTHERAN CHURCH	MO BILL - CONSERVATION	25.00

SAM ASHER COMPUTING SERVICES INC		
SAMUEL ARKFELD	MO BILL - IT	253.13
SANDAU BROTHERS SIGN COMPANY INC	REIMB EXP - SHERIFF	115.74
SANDRA HART	PROF SVC - PUBLIC HEALTH	5,952.00
SAPP BROS INC	LEGAL SVC - SWIA MHDS REGION	184.80
SARAH DITTMER	FUEL - SHERIFF	20,871.66
SCHILDBERG CONSTRUCTION COMPANY INC	LEGAL SVC - CO ATTORNEY	121.28
SCI DES MOINES LLC	ROADS/ROCK	164,057.03
SCOTT BELT	PROF SVC - SHERIFF	232.96
SCOTT RUCKER	REIMB EXP - BOARD	273.16
SDJD BROWN INC	RENT ASSIST - SWIA MHDS REGION	1,083.00
SECURITY EQUIPMENT INC	PROF SVC - SHERIFF	1,637.00
SEIDL & SEIDL PLC	PROF SVC - CONSERVATION	1,861.00
SHARLETTA BOULWARE	LEGAL SVC - SWIA MHDS REGION	252.00
SHAWN T RUSSELL	ELECTION WORK - AUDITOR	232.00
SHELBY COUNTY (IA)	RENT ASSIST - GA	820.00
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	LIQUIDATE CAPITAL - SWI JUV	15,285.88
SHELLEY WELTER	24 HR CRISIS - SWIA MHDS REGION	4,875.20
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	632.24
SHERI JOHANNES	REIMB EXP - SWIA MHDS REGION	194.88
SHERWIN WILLIAMS COMPANY (THE)	ELECTION WORK - AUDITOR	216.00
SHIRLEY LONG	SUPPLIES - CONSERVATION	172.68
SIDWELL COMPANY (THE)	ELECTION WORK - AUDITOR	232.00
SIOUX COUNTY (IA)	PROF SVC - GIS	1,689.88
SONDRA DORSETT	MH ADVOCATE - SWIA MHDS REGION	130.72
SOUTHWEST IOWA PLANNING COUNCIL	ELECTION WORK - AUDITOR	32.00
SPEE DEE DELIVERY SERVICE INC	TRANSPORT - SWIA MHDS REGION	2,717.52
SPEER FINANCIAL INC	PROF SVC - DHS	753.40
ST LUKES HEALTH RESOURCES	PROF SVC - NON-DEPARTMENTAL	21,015.00
ST PAULS EPISCOPAL CHURCH	ROADS/DRUG SCREENING	168.00
STACY HUDSON	PRECINT RENT - AUDITOR	200.00
STAPLES INC	ELECTION WORK - AUDITOR	216.00
STAPLES INC	SUPPLIES - B&G	2,018.52
STATE OF IOWA	SUPPLIES - DHS	1,706.01
STATE OF IOWA	LICENSE - CONSERVATION	30.00
STATE OF IOWA, SECRETARY OF STATE	MED SVC - MED EXAMINER	20,107.79
STATE UNIVERSITY OF IOWA	NOTARY - TREASURER	30.00
STEVE BAIER	PROF SVC - ENV HEALTH	600.00
STEVE PLUMB	MEETING - SWI JUV	56.00
STEVEN MAGUIRE	MEETING - BOARD	20.00
SUE BARRETT	REIMB EXP - SHERIFF	145.42
SUE MIZE	ELECTION WORK - AUDITOR	282.00
SUNDQUIST ENGINEERING PC	ELECTION WORK - AUDITOR	232.00
SUNSHINE HOMES INC	DRAINAGE - 2019 FLOOD - SOUTH NOBLE - PROF SVC	675.00
SUZANNE SENDEN	RCF - SWIA MHDS REGION	1,750.00
SUZANNE WATSON	ELECTION WORK - AUDITOR	232.00
SUZANNE WOOD	REIMB EXP - SWIA MHDS REGION	423.07
SYDNEY LIDDICK	ELECTION WORK - AUDITOR	216.00
SYMPHONY DIAGNOSTIC SERVICES NO 1	ELECTION WORK - AUDITOR	16.00
SYNCHRONY BANK	MED SVC - JAIL	536.00
SYNCHRONY BANK	MO BILL - JAIL	1,359.01
T HALL ABC INC	SUPPLIES - CONSERVATIONS	1,026.79
TAMMY DEYEAGER	ROADS/PARTS	1,341.54
TERESA ANNE OLSEN	MEETING - BOARD	40.00
TERRACON CONSULTANTS INC	WELL CLOSURE - ENV HEALTH	500.00
TERRELL FICHTER	PROF SVC - SHERIFF	10,606.00
THEA HARRISON	ELECTION WORK - AUDITOR	200.00
THERESA MCBRIDE	REIMB EXP - AUDITOR	2.63
THERMO KING CHRISTENSEN	ELECTION WORK - AUDITOR	32.00
THINK VIDEO LLC	ROADS/PARTS	130.67
THOMAS BERNEMANN	PROF SVC - CO ATTORNEY	306.00
THOMAS OLSEN	ELECTION WORK - AUDITOR	232.00
TIFFANY MASS	REIMB EXP - SWIA MHDS REGION	354.96
TIMOTHY LUTHERAN CHURCH	REIMB EXP - JAIL	119.13
TIMOTHY WICHMAN	PRECINT RENT - AUDITOR	200.00
TITAN ENERGY SYSTEMS INC	REIMB EXP - BOARD	188.88
TOLEDO PHYSICAL EDUCATION SYPPLY INC	SUPPLIES - COMMUNICATIONS	370.86
TORYANN CROZIER	SUPPLIES - CONSERVATION	148.49
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - CONSERVATION	515.00
TREASURER OF STATE OF IOWA	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	38,192.26
TREAT AMERICA LIMITED	INDIGENT DEFENSE FUND - BOARD	40,409.00
TRIVIUM LIFE SERVICES	PROF SVC - SWI JUV	4,372.10
TW VENDING INC	SUPPORT - SWIA MHDS REGION	8,500.00
TWIN CITIES CHRISTIAN CHURCH (TCCC)	SUPPLIES - JAIL	589.83
TYLER TECHNOLOGIES INC	PRECINT RENT - AUDITOR	200.00
ULINE INC	PROF SVC - IT	13,418.25
UMB BANK NA	ROADS/HANCOCK	2,488.73
UNDERWOOD FARM SUPPLY LLC	BOND - DBT SVC	300.00
UNION PACIFIC MUSEUM ASSOCIATION	SUPPLIES - CONSERVATION	3,298.93
UNITED SEEDS INC	PRECINT RENT - AUDITOR	200.00
UNITED STATES CELLULAR CORPORATION	ROADS/SUPPLIES	1,802.00
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	562.17
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	13,010.26
	MO BILL - SWIA MHDS REGION	136.66

US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	3,977.79
V & S HOSPITALITY SERVICES INC	LODGING - CONSERVATION	1,437.02
VAN WALL EQUIPMENT	EQUIP - CONSERVATION	77.60
VERNA JOHNSON	ELECTION WORK - AUDITOR	232.00
VISUAL EDGE INC	PROF SVC - GIS	878.03
VISUAL EDGE INC	ROADS/CENTRAL	26.85
VOCATIONAL DEVELOPMENT CENTER INC	JOB GRANT - SWIA MHDS REGION	3,221.00
VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	770.00
W W GRAINGER INC	ROADS/SUPPLIES	298.62
WALDSTEIN HVAC LLC	PROF SVC - SWI JUV	10,050.00
WALNUT TELEPHONE COMPANY INC	MO BILL - COMMUNICATIONS	594.34
WAUBONSIE MENTAL HEALTH CENTER	PSS - SWIA MHDS REGION	2,000.00
WEINGART DESIGN	SUPPLIES - WIC	2,104.87
WELDON PARTS INC	ROADS/PARTS - 397	19.96
WELLS FARGO FINANCIAL LEASING INC	PROF SVC - DHS	971.62
WENDY BILLMAN	ELECTION WORK - AUDITOR	216.00
WEST POTTAWATTAMIE COUNTY AGRICULTURAL EXTENSION DISTRICT	REGISTRATION - CONSERVATION	315.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,598.18
WESTERN ENGINEERING COMPANY INC	PROF SVC - CONSERVATION	208,229.76
WESTLAKE HARDWARE INC	SUPPLIES - B&G	56.65
WEX BANK	ROADS/FUEL	27,155.06
WILLIAM BUHRMAN	ELECTION WORK - AUDITOR	16.00
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	525.49
WORLD BLOCK INC	ROADS/MATERIALS	8,854.86
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	48.94
YOUTH & SHELTER SERVICES INC	SHELTER CARE - DHS	853.05
YOUTH SHELTER CARE OF NORTH CENTRAL IOWA INC	PROF SVC - DHS	2,800.14
YVONNE DENNIS	ELECTION WORK - AUDITOR	16.00
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	96,120.00
ZOOMAHA LLC	PROF SVC - SWI JUV	1,520.00
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		3,755,631.60

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	467,163.79
0002 - GENERAL SUPPLEMENTAL FUND	160,078.54
0003 - GAMBLING RESOURCES FUND	25,151.18
0005 - WIC/FEDERAL FUNDING FUND	3,187.53
0007 - LOST CONSERVATION FUND	6,120.60
0011 - RURAL SERVICES BASIC FUND	19,614.00
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	708,183.40
0020 - SECONDARY ROADS FUND	592,882.46
0023 - REAP FUND	1,500.00
0027 - CO CONSERV LAND ACQ	1,798.97
0040 - C.I.T.I.E.S. FUND	83,831.26
0046 - WEST SWCD/POTT CO STRUCTURES FUN	199.45
1620 - BOND SERIES 2020A CAPITAL FUND	345,836.47
1640 - BOND SERIES 2021B CAPITAL FUND	29,753.75
1935 - 2021C ROADS CAPITAL PROJECT FUND	21,315.00
4000 - EMER MANAGEMENT SERVICE FUND	13,967.81
4010 - E911 FUND	11,455.64
4155 - MHDS REGION FUND	652,894.31
5400 - JUVENILE DETENTION	9,270.31
5800 - JUVENILE DETENTION CAPITAL FUND	344,699.00
6000 - DRAINAGE	256,728.13
	<hr/>
	3,755,631.60



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Rief Donald	Desoto Bend Mini Mart	(712) 642-3310	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
15001 Hwy 362	Missouri Valley	Pottawattamie	51555-0000
MAILING ADDRESS	CITY	STATE	ZIP
15001 Old Lincoln Hwy	Missouri Valley	Iowa	51555-0000

Contact Person

NAME	PHONE	EMAIL
Donald Rief	(712) 642-3310	drconoco@aol.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0024485	Class C Beer Permit	12 Month	Active

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 1, 2021	Dec 31, 2021	

SUB-PERMITTS/PRIVILEGES

Class C Beer Permit, Sunday Service



Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Donald Rief	Missouri Valley	Iowa	51555	Owner	100.00	Yes
Brenda Rief	Missouri Valley	Iowa	51555	Owner	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

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: November 1st, 2021

ESTABLISHMENT: **RENEWAL- Desoto Bend Mini Mart**

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

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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



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: November 1st, 2021

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OWNER: see attached

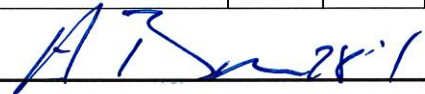
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PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

COMMENTS

Signature



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

7744 04 400 003

--- Permanent Property Address ---	----- Mailing Address -----
RIEF, DONALD D-BRENDA K	RIEF, DONALD D-BRENDA K
15001 DESOTO AVE	32375 OLD LINCOLN HWY
MISSOURI VALLEY, IA 51555	MISSOURI VALLEY, IA 51555

District: 072 ROCKFORD TWP/MISSOURI VAL

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774404400003>

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

* Not to be used on legal documents

ROCKFORD TWP 4-77-44 2.000 AC TRACT IN NE COR OF NE SE

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

* Class is for Assessment purposes only - Not Zoning

Current Value

2021	Comm. Land	Improvement	Total	Class
Full Value	\$45,000	\$93,100	\$138,100	C
Exempt	\$0	\$0	\$0	C
Net Total	\$45,000	\$93,100	\$138,100	C

Prior Year Value

2020	Comm. Land	Improvement	Total	Class
Full Value	\$45,000	\$86,300	\$131,300	C
Exempt	\$0	\$0	\$0	C
Net Total	\$45,000	\$86,300	\$131,300	C

===== EXEMPTIONS/CREDITS APPLIED =====

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D RIEF, DONALD D-BRENDA K book/page: 97/39045 D

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

Sale Date	Amount	Code	Book/Page	
04/16/1997	80000	<u>D050</u>	0097/39045	multiple parcel sale
12/23/1992	140000	<u>D043</u>	0094/10432	multiple parcel sale

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

PDF: 10 MAP: ROCKFORD TWP COMM-10

Date Reviewed: 07/13/20 MEC

LAND.....97138 sqFt 2.23 acres

Commercial Building 1 of 1 -- Store - Convenience (204)

DBA: DESOTO MINI MART

STRUCTURE....1 story 1020 base SF 0 bsmt SF 1264 gross SF

Year Built: 1972 Eff Year: 1972 Condition: Very Good

VERTICALS...Ext Wall: Scr or Hollow Brick

Int Wall: Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Comm. Steel Sash

HORIZONTALS..Basement: Incl. w / Base

Roof: Asph. Shingle/ Wood Dk

Ceiling: Drywall

Struc Floor: 4" R'Concrete

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Wood - Light

HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)

Commercial Building 1 of 1 Addition 1 -- Store - Convenience (204)

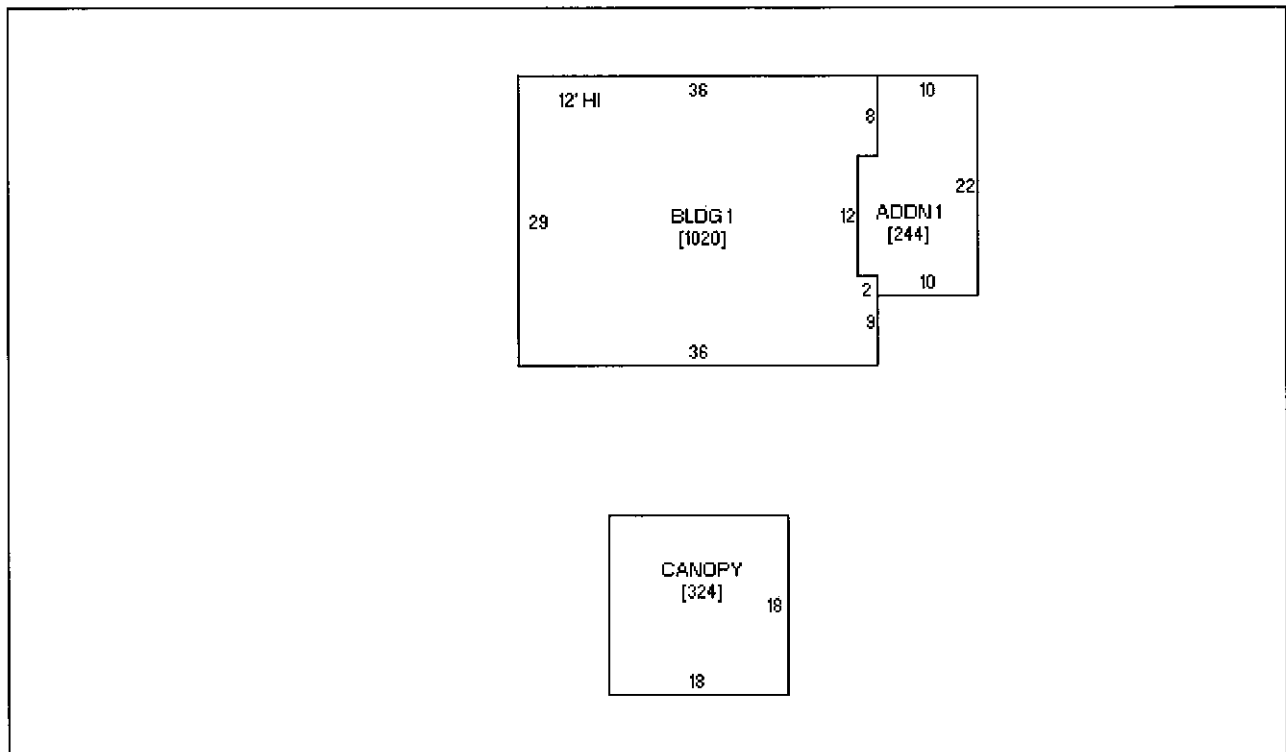
DBA: DESOTO MINI MART

STRUCTURE...1 story 244 base SF 0 bsmt SF
Year Built: 2014 Eff Year: 2014 Condition: Normal

VERTICALS...Ext Wall: Scr or Hollow Brick
Int Wall: Drywall or Equiv.
Front/Doors: Incl. w / Base
Windows: Comm. Steel Sash

HORIZONTALS..Basement: Incl. w / Base
Roof: Asph. Shingle/ Wood Dk
Ceiling: Drywall
Struc Floor: 4" R'Concrete
Floor Cover: Asphalt Tile
Partitions: Incl. w / Base
Framing: Wood - Light
HVAC: Combination FHA - AC

YARD EXTRAS..PAVING 3,000 SF, Concrete Parking
PAVING 14,000 SF, Asphalt Parking
Canopy - Lighted 324 SF, Steel
3 Tank - Underground Fiber/Steel-Dbl Wall, 8,000 Gal, 2 Pump Stations
2 YARD LIGHTING-MERCURY 1 Poles, 20 Pole Ht, 1 Lights, 400 Watts
3 YARD LIGHTING-MERCURY 1 Poles, 15 Pole Ht, 1 Lights, 400 Watts



15001 DESOTO AVE, RIEF, DONALD D-BRENDA K



15001 DESOTO AVE, RIEF, DONALD D-BRENDA K, 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

Kristi Everett/Election Deputy, Auditor's Office

Canvass of 2021 City/School Elections

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

**Discussion and/or decision to approve
Second Consideration of Ordinance No.
2021-07, an Ordinance to amend the
Official Zoning Map of Pottawattamie
County, Iowa, by changing the district
designation of approximately 44.9 acres
from a class R-2 (Urban Transitional)
District to a Class I-1 (Limited Industrial
District); and to adopt Ordinance No.
2021-07 into law.**

TO: Board of Supervisors
FROM: Pam Kalstrup
DATE: October 29, 2021

RE: #ZMA-2021-03

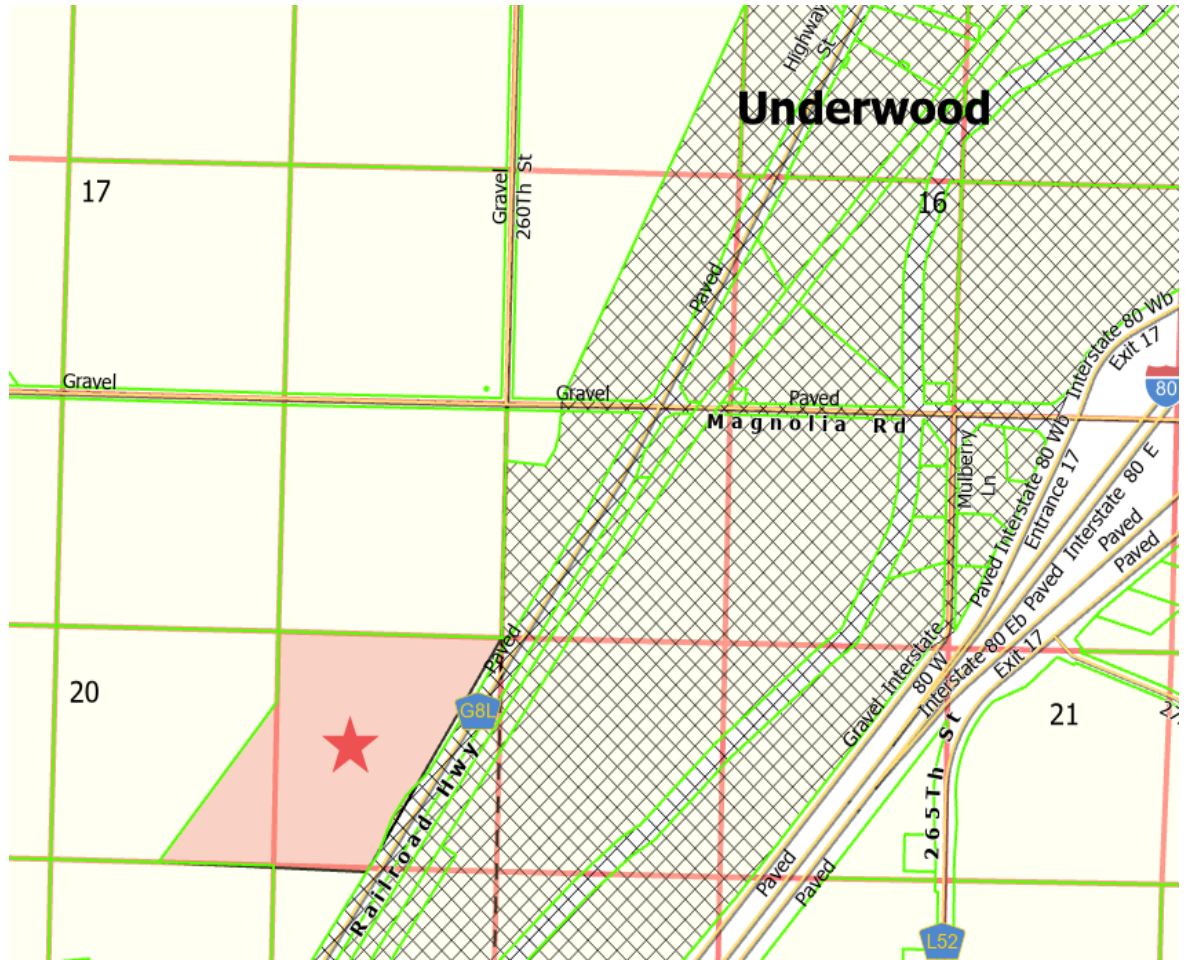
REQUEST: Zoning map amendment to reclassify approximately 44.9 acres from a Class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District.

LOCATION: Norwalk Township

Railroad Hwy

20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW

The subject property is located directly west of the Underwood city limits on Railroad Highway.



PROPERTY OWNER: John Tiarks

GENERAL INFORMATION:

The applicant has requested that approximately 44.9 acres, which are currently zoned R-2 (Urban Transitional), be rezoned to I-1 (Limited Industrial) in order to construct a seed/feed facility. The business, Midline LLC, is currently conducting business nearby in the City of Underwood on leased property in a floodplain.

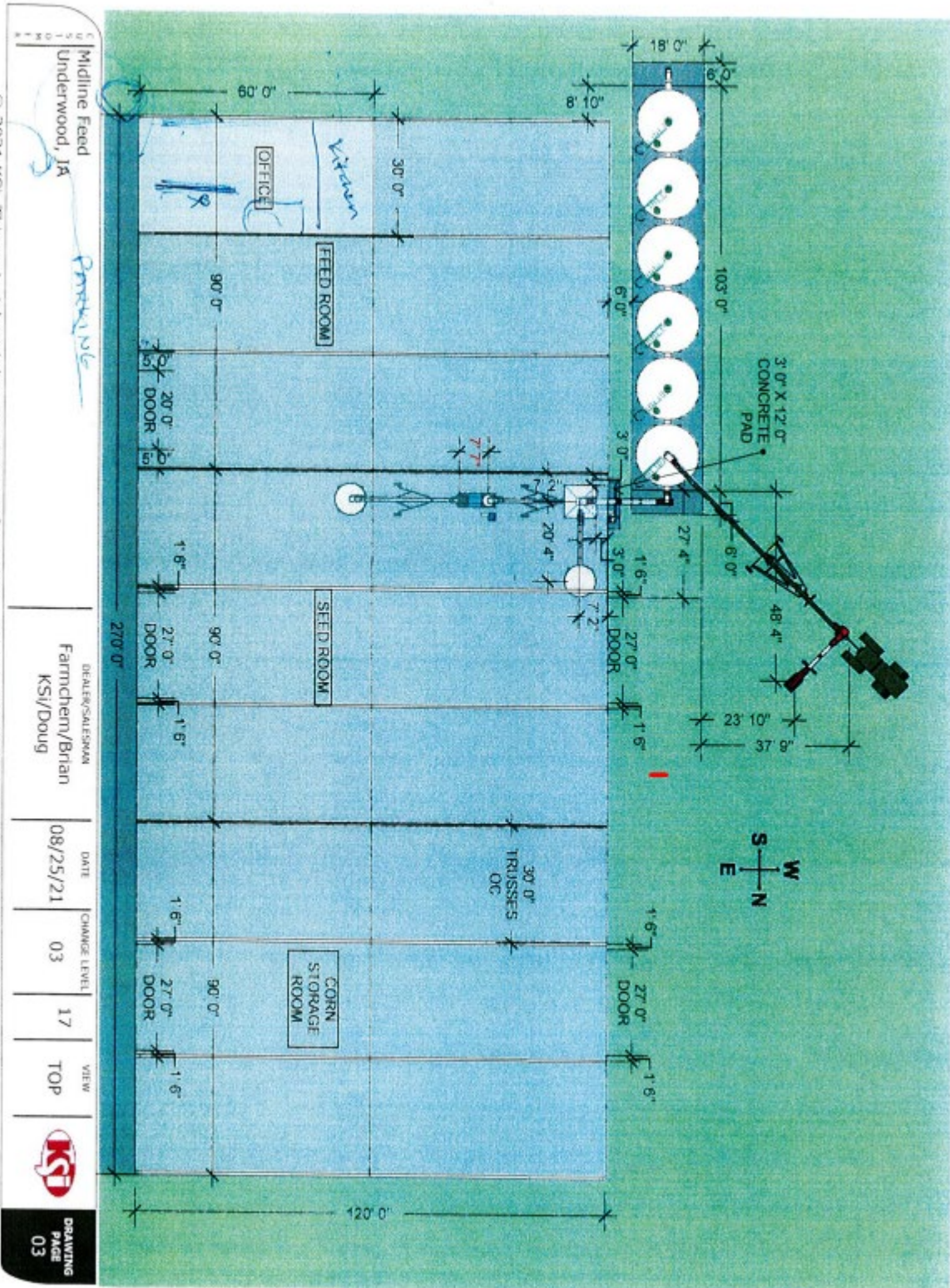
PROPOSED SITE PLAN:



EXISTING STRUCTURES AT 26276 MAGNOLIA RD:



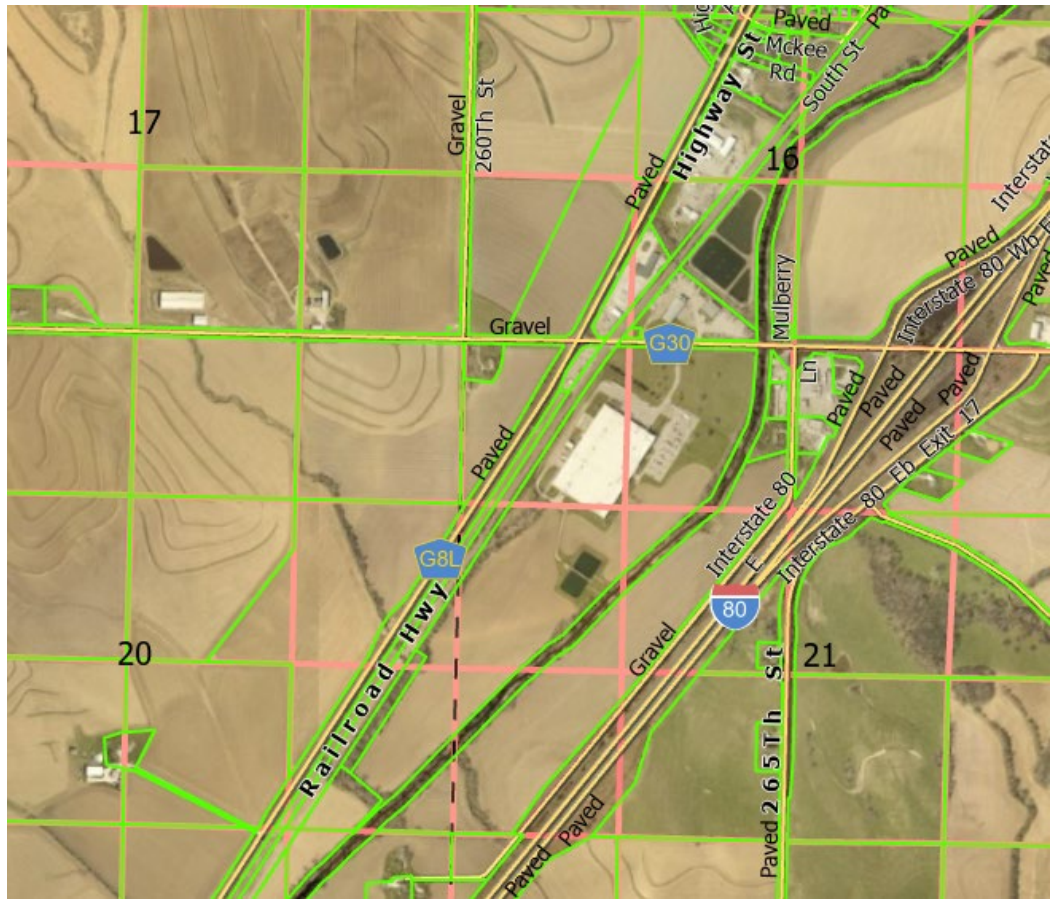
NEW CONSTRUCTION RENDERING:



© 2021 KSI. This material contains proprietary information. Any unauthorized use of this document is prohibited.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	Midline Feed Underwood, JA DEALER/SALESMAN Farmchen/Brian KSI/Doug DATE 08/25/21 CHANGE LEVEL 03 VIEW TOP DRAWING PAGE 03
--	--

SITE & AREA REVIEW: The majority of the properties in the immediate area are agricultural ground, industrial and commercial businesses with few rural residential acreages. The property is in close proximity to I-80.



SITE REVIEW: The parcel is currently farm ground.



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

URBAN TRANSITIONAL AREAS

Areas within ½ miles of Neola, Minden, Shelby, Avoca and Walnut form a band of transitional rural lands along the I-80 interstate and Highway 83 (Tamarack Road) corridors. Likewise a similar band of jurisdictions is formulated along the Highway 59 corridor including the communities of Hancock, Oakland, Carson and Macedonia. These urban transitional areas split the agricultural production area in half and logically provide services to the agricultural production area.

Lands within ½ miles of each of the cities should be the area of concentration for non-farm rural dwellings, and commercial and industrial uses that prefer not to or should not be located within the corporate limits of a city. Given the close proximity of municipal services, such as emergency medical, utilities, and other municipal facilities, the areas within two miles of each city are ideal locations for non-farm land use types.

Priorities for development in this region are as follows:

- Allow non-farm dwellings and subdivisions in highest concentrations of any of the future land use areas.
- Allow subdivisions as a permitted use within 2-miles of Council Bluffs and ½-mile of the other communities, when located on hard surfaced roads.
- Promote subdivisions with public or common water and/or sewer systems with minimum lot sizes of 2 acres, but decrease minimum to one acre when location is within one mile from the corporate limits.
- Require subdivision roads to be constructed to County Road Standards.
- Minor subdivisions, comprised of no more than 4 separate lots, can have direct-shared access onto hard surfaced roads beyond 2-miles of Council Bluffs and ½-mile of the other communities.
- Major subdivisions of 5 or more separate lots would require frontage roads or designated access roads that have direct access onto hard surfaced roads within 2-miles of Council Bluffs and ½-mile of the other communities.
- Promote commercial and industrial uses where proximity to urban services are readily available, as well as access to the highway corridors.

INDUSTRIAL AREAS

Future industrial usage is encouraged to locate in close proximity to major transportation routes within the 2-mile limit of Council Bluffs and ½-mile of each of the other communities or in specific rural areas such as along railroad or highway corridors. The types of industries that should be encouraged in these areas should include "light manufacturing" and "general industrial" types, such as high tech or agriculture related industries. These types of industries are typically clean and efficient in operation and provide varied classifications of employment opportunities.

ROADS & TRAFFIC: Access to the subject property is gained from Railroad Hwy, a paved county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 2,080 vehicles per day.

ZONING:

8.055.010 INTENT: The Class I-1 District is intended primarily to provide for those activities and used of a limited industrial nature which are either free of objectionable influences in their operations and appearance or which can, through the use of appropriate abatement devices, readily prevent or control any such objectionable be influences. Land requirements for most limited industrial uses generally dictates its application along major streets and highways, railroad lines, and other major transportation corridors of the County which generally lie close to commercial and industrial districts. (Ordinance #2015-05/12-18-2015)

8.055.020 PRINCIPAL USES: The following principal uses shall be permitted in a Class I-1 District: (Ordinance #81-6/10-01-81)

.06 F

A. Feed and seed sales and storage, including grain elevators. (Ordinance #81-6/10-01-81)

COMMISSION

RECOMMENDATION: On October 18, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of John Tiarks, as filed under Case #ZMA-2021-02, be approved as submitted.

Motion by: Leaders.

Second by: Larson.

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

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2021-07

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-07**

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 44.9 acres from a Class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) 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-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF
HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Scott Belt, Chairman

Justin Schultz

Lynn Grobe

Ordinance #2020-07

Brian Shea

Tim Wichman

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	October 28, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	November 2, 2021
FIRST CONSIDERATION:	November 2, 2021
SECOND CONSIDERATION:	November 9, 2021
PUBLICATION:	November 18, 2021
RECORD:	November 19, 2021

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-07

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Dated this 9th Day of November, 2021.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Don Gross and/or Ryan Ossell/MAPA –

**Discussion and/or decision to approve and
authorize Board to sign Resolution No.
113-2021 entitled: RESOLUTION
SUPPORTING A COMMUNITY
DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY APPLICATION FOR PROPERTY
BUYOUTS**

**Jason Slack/Director, Buildings and Grounds,
and Garfield Coleman/Risk & Safety Manager**

**Discussion and/or decision on winter
enclosure for temporary ADA ramp.**



SCAFFOLD
SERVICES

9641 S 148th St • Omaha, NE 68138 • Tel (402)597-9100 • Fax (402)597-9106

11/01/2021

Pottawattamie County

Attention: Jason Slack

Reference: Courthouse Entrance Ramp Enclosure

BUDGET

We at Sunbelt Rentals would like to thank you for the opportunity to submit our proposal for your consideration.

We propose to furnish labor, materials, tools, scaffolding, equipment, and supervision necessary to erect and dismantle scaffolding in accordance with Sunbelt's Policies and Procedures as well as meet or exceed OSHA rules and regulations related to the work being performed.

Scope of Work:

Erect scaffold for the purpose of creating an enclosure over the ramp. We will provide headroom clearance, a hard cap consisting of plank and plywood on the top of the scaffold to accommodate rain and snow loads, our plastic enclosure system on the perimeter of the scaffold. The enclosure will not be 100% air or watertight. Any modifications after the initial setup for any reason will be on a time and material basis. We will tie down the scaffold to avoid uplift by means of stakes, concrete anchors and/or dead men per engineer's design. Pricing is budgetary until engineering is complete. Thank you for the opportunity.

When your work has been completed, we will return to dismantle the scaffolding and remove it from the job site.

Any delays out of Sunbelt's control or a change in the scope of scaffolding required will result in added costs. Any extra time and/or materials associated with this project outside of the agreed scope of work will be billed per signed timesheets/material tickets (extra work authorization).

Normal personal protective equipment used in scaffold building including hard hats, safety glasses, steel toe boots, harnesses, dual lanyards, and gloves are included in our proposal. Any other safety equipment is not included in our proposal and will be billed at our cost plus 15%.

Work Week:

This bid is based on weekend hours excluding Holidays.

Pricing:

Scaffold Rental (28 Days)	\$4,600.00
Labor to Erect	\$18,000.00
Labor to Dismantle	\$12,000.00
Engineering + -	\$2,200.00
Forklift Rental + -	\$6,500.00
Freight	\$850.00

(plus, taxes on all costs above)

“consumable prices are subject to change based on market conditions”

After the first 28 days rental period, the scaffold material rental will be pro-rated daily. All the above quoted prices are plus applicable taxes. Pricing above is valid for 60 days.

Prior to the Scheduling of Work

- a) Signing and returning the proposal if a PO is NOT required for customer invoicing.
- b) Signing and returning the proposal along with a PO if required for invoicing.
- c) Fully executing a Contract.

NOTE: For contracts sent after the start of erection or during erection Sunbelt’s proposals terms and conditions shall govern until a contract can be negotiated by both parties

Daily scaffold inspection is the responsibility of the customer.

Consumable items which include #9 wire, 2x4 toe boards, duplex nails, and 2x2 pieces of plywood are included in our proposal.

Bid based on 1 mobilization to erect the scaffolding and 1 mobilization to dismantle the scaffolding.

Terms of Payment:

Upon erection of the scaffold, you will be invoiced for 100% of the material rental (28 days) and the labor to erect listed above. Upon dismantle, you will be invoiced for the labor to dismantle. Our terms of payment are net due upon receipt.

Terms and Conditions:

PROJECT CONTRACT SPECIFICATIONS (a) Customer must be present at time of delivery to sign, inspect, count, and accept responsibility of equipment via Sunbelt Erection Inspection Checklist; (b) If Customer dismantles equipment, any equipment missing is Customer’s responsibility and will be charged at replacement cost; (c) Should PE Stamped Drawings be required, additional charges apply. All such engineering work is limited to the Scaffold Design and Leg Loads and does not include analysis of jobsite structures; (d) Price herein assumes Sunbelt shall be exempted from participating in OCIP/CCIP requirements. If not exempted, additional charges apply; (e) Our quoted price is based on the written terms of this Quote. If we are requested to sign an agreement you prepare, this Quote in its entirety or, must be incorporated into that agreement. If there is a conflict between your agreement and the written and included terms of our Quote, the terms of our Quote shall govern; (f) Both parties shall accept this Quote within 30 days of Date of Quote (above) or it may, at our option, be considered null and void; (g) It is a condition precedent to work being scheduled that this Quote is signed and received by the Scaffold Services Branch listed below; (h) Allow two (2) week lead times for scheduling all labor phases. (i) All work will be performed during straight time hours on day shift, Monday through Friday 7:00 am to 3:30 pm, unless specifically noted otherwise; (j) All work beyond the scope of work outlined above will be reimbursed based on Sunbelt Rentals, Inc. current Man-Hour Rates. These rates shall be made available upon request. The Customer will be responsible for verifying all time sheets. Delays (over 30 minutes), remobilizations, and unacceptable work conditions not attributable to Sunbelt, will be charged at the current Man-Hour Rates and may include a 4-hour minimum and/or additional travel time charges; (k) Scaffolds to be erected to meet or exceed OSHA 1926.451 Subpart L (or as indicated herein).

SCAFFOLD PRICE EXCLUSIONS. The pricing of this Quote does not include the following, unless specifically described on the front of this Quote: (a) expenses incurred if the Customer’s or the Job Site Physical Address safety requirements exceed State and Federal codes; (b) toe boards, screens and nets; (c) costs associated with providing a firm, compacted and level grade for all scaffolding; (d) any foundations or re-shoring required below sidewalk level or sub-basement level; (e) tarpaulins or other sheeting (scaffolding must be modified to withstand the additional wind loads, with such sheeting); (f) any costs for proof of drug testing or employment drug screening

whether it be pre-employment, site required, or otherwise; (g) moving rolling towers; (h) lodging, meals, travel, transportation, or other extraordinary expenses ; (i) performance bond, and/or OCIP/CCIP requirements, if required; (j) sales taxes, use taxes, or tariffs; (k) sealed shop drawings or PE Stamped Drawings, if required; and (l) any other costs incurred due to the Job Site Physical Address conditions, delays, or safety considerations not attributed to Sunbelt will be invoiced to Customer on a time and material basis.

CUSTOMER RESPONSIBILITIES. Unless otherwise noted herein, Customer shall be responsible for the following, all at Customer's sole expense: (a) compliance with all laws and regulations related to the proper possession and use of scaffolding; (b) provide qualified, experienced, and adequate supervision of any and all users of the scaffolding including a competent person; (c) provide all training of all users as required by 29CFR1910, 29CFR1926, and other applicable local, state, and federal governing bodies, and all accepted industry standards; (d) all scaffold users have read and understand the Codes of Safe Practices; (e) provide a firm, compacted and level grade for all scaffolding; (f) provide suitable crane and forklift support, or other material handling, as needed for the Work; (g) verify that the existing structure will safely support the additional vertical and horizontal loading from the scaffold; (h) repair all holes in existing structure left as a result of concrete anchors or other ties necessary to stabilize scaffold structure; (i) arrange with the Utilities Authority for all necessary safeguards, notifications and process lock-outs prior to erection date; (j) provide electric power and lighting to suit Sunbelt requirements; (k) supply any necessary flagmen or temporary barriers or signs, etc.; (l) if Sunbelt will be working in the vicinity of water, necessary boatmen and boat as defined in OSHA regulations; (m) any ground protection, i.e. for furniture, machines, carpets, landscaping, etc.; (n) toilets and wash facilities; (o) a firm, compacted and level grade laydown yard during both erection and dismantling; (p) security of Sunbelt equipment and materials within laydown yard; (q) restoration of the laydown yard following completion of the Work; (r) all permits; (s) Falling Object Protection and any citations and/or fines OSHA may impose for failure to do so; (t) Customer's fall protection systems and methods during the use of the scaffolding that comply with all laws and be at Customer's risk; (u) assume all risks associated with the possession, custody and operation of and full responsibility for, the equipment, including but not limited to, personal injury, death, rental charges, losses, damages and destruction, including customer transport, loading and unloading; and (v) maintain general and auto liability insurance of not less than \$2,000,000 per occurrence, including coverage for Customer's contractual liabilities herein (such as the indemnification clause); property insurance against loss by all risks to the Equipment, in an amount at least equal to the fair market value thereof; and worker's compensation insurance. Such policies shall be primary (and not on an excess basis), on an occurrence basis, name Sunbelt as an additional insured and loss payee. Customer shall provide Sunbelt with certificates of insurance evidencing the coverage required above prior to any rental and any time upon Sunbelt's request.

SCAFFOLD CONDITIONS AND ASSUMPTIONS. Unless otherwise specified herein to the contrary: (a) the scaffolding will be erected and dismantled one time only; (b) any alterations not described herein will be charged at the applicable time and material rates; (c) any overtime work shall be invoiced at the applicable time and material rates; and (e) the work performed by Sunbelt will be done in accordance with applicable state and federal codes.

INDEMNIFICATION. Sunbelt indemnifies, releases, defends and holds Customer harmless from and against any third party claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorney's fees, for any damages to property and/or persons including death ("Claims") to the proportionate extent caused by Sunbelt or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Customer will (i) give Sunbelt prompt notice of any such Claim, and (ii) at Sunbelt's reasonable request, cooperate with Sunbelt in the defense and settlement of the Claim. Customer indemnifies, releases, defends and holds Sunbelt harmless from and against any third-party claims including any and all Claims to the proportionate extent caused by Customer's or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Sunbelt will (i) give Customer prompt notice of any such Claim, and (ii) at Customer's reasonable request, cooperate with Customer in the defense and settlement of the Claim. Notwithstanding anything contained in any agreement between the parties to the contrary, Sunbelt's requirement to provide additional insured, primary, noncontributory and waiver of subrogation status shall be limited to the extent of Sunbelt's indemnification obligations herein.

SCAFFOLD CHANGE ORDERS. If Customer requests a change in the Work, Sunbelt shall send Customer's "Point of Contact" a change order request in written form. Customer shall return a signed copy of the change order to Sunbelt; provided however, if no objection to the change order is received by Sunbelt, the change order shall be deemed approved by Customer.

INSPECTION AND ACCEPTANCE. On Customer's acceptance of the erected scaffold, Customer will be responsible for the maintenance, control, proper use and supervision of the scaffold until such time as the scaffold is fully dismantled and returned to Sunbelt for removal from the Job Site.

OTHER TERMS. The remaining provisions of this Quote are shown on the following page and incorporated herein by reference and can also be found at:

<https://www.sunbeltrentals.com/services/scaffold/termsandconditions>

Thank you for the opportunity to submit our proposal. If you should have any questions, please give me a call.

Mike Price
(402) 306-8552

PLEASE SIGN BELOW AND RETURN TO ACKNOWLEDGE ACCEPTANCE OF PROPOSAL.

Acceptance Signature of Customer's Authorized Representative

Date

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date

Customer: **POTTAWATTAMIE COUNTY**
ATTN:
227 S 6TH ST

Contact Phone:
Contact Fax:

Jobsite: **RAMP ENCLOSURE**
227 N 6TH STREET
COUNCIL BLUFFS, IA 51503
Contact: **JASON**
Phone: (712) 328-4791

Quotation No: 3841	Quote Date: 10/28/21	Opportunity # 866550	Sales Rep: Ryan Berney
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Total:

Grand Total: \$43,414.80

* Taxes Not Included

Scaffolding - Description of Work

This quote includes (without tax):

1. Labor for the initial erection and final dismantle on weekends.
2. 28 days of material rental. (4 weeks)
3. Associated hardcost and freight.

The next section shows price for material after the initial 28 days.

This is for an enclosure of the ADA Ramp on the Southwest corner of the building. It is to be enclosed on all sides of the ramp. There are 2' outrigger bays for stability where necessary. Engineering cost is included in the quote.

Upon award, the concept will be sent to engineering for construction drawings.

Quote includes forklift rental.

Scaffolding - Additional Terms and Conditions

Price includes labor, freight, hard cost, and up to 28 days rent. When the 28 days are exceeded, rent will be prorated to \$189.46 daily.

Any modifications or changes to the scope of work will require a change order prior to that work commencing.

Price includes shipping to and from the site plus an estimated inbound freight. Inbound freight may be subject to change depending upon availability and utilization of equipment.

Price assumes a forklift will be provided to unload, load, and stage material. If one is not available, BrandSafway can provide one at cost +5%.

BrandSafway erectors will be paid for all down time, waiting time, or any work stoppages that are due to forces or circumstances not caused by BrandSafway, LLC or their personnel.

Unless discussed at walk through, price does not include labor for any site specific training.

Quote does not include any special wages, ex. Prevailing Wage, Davis Bacon or any other.

This quote is for scaffolding to be erected all at one time unless requested prior to arrival.

Price does not include inspections of scaffold. Scaffold will be inspected and tagged when erection is complete, after that it is the customers responsibility.

This quote is based on the work area being free of obstructions or hazards including power lines, trees, hedges, retaining walls, debris, etc.

Description of Work / Additional Terms and Conditions

(Continued from page 1)

BrandSafway Services is not responsible for excavation or ground fill. CUSTOMER, or its representative, is to ensure that the ground is reasonably level, clear from obstruction and capable of withstanding the total load to be imposed by the Equipment and the people and materials thereon.

This quote is based on staging area for our scaffolding to be within 100' of work area.

Maintenance of this scaffold is not included.

All Add-Ons or Extras will only be performed after a signed Change Order has been completed. All costs of products and services required to perform the work covered by the Field Change Order will be the responsibility of the customer.

BrandSafway Solutions does require that a signed copy of this proposal and or a Purchase Order/Contract be returned to this office 48 hours prior to any materials being ordered or work being started. A certificate of insurance is available upon request.

The submission of this bid in no way accepts any part of the Customer's standard contracts, including insurance requirements, indemnification requirements and payment terms. Should BrandSafway be awarded this project we will work with the Customer to reach a mutually acceptable contractual agreement.

BrandSafway Solutions will provide and erect scaffolding as described in this Agreement in accordance with all local, state, and federal regulations. Upgrades from these standards may constitute an extra charge.

This quote does not allow any retention of payment or cost reductions.

BrandSafway Solutions payment terms are Net 30 from invoice date, unless otherwise agreed.

Please Note:

1. All quotes are subject to all terms and conditions referred to in the BRANSAFWAY SOLUTIONS, LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:

By BRANSAFWAY SOLUTIONS, LLC	Date	Accepted	Date
Title		Title	

Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway Solutions LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

BrandSafway Solutions LLC Standard Terms and Conditions

Any project-specific terms and conditions set forth in BrandSafway Solutions LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

- 1. Definitions.** As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
- 2. Agreement Effectiveness.** Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
- 3. Scope.** The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
- 4. Credit and Payment.** If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms.
- 5. Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.
- 6. Waiver of and Limitations on Damages.** Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
- 7. Notice.** Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
- 8. Work Schedule.** Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
- 9. Storage.** If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
- 10. INDEMNITY.** EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

BrandSafway Solutions LLC Standard Terms and Conditions

11. Incident Notification. Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.

12. Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations ("Laws") **AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.**

13. Venue and Governing Law. The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.

14. Technical Information. Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION;** b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.

15. Standard of Performance/Warranty. Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.

16. Information Supplied by Others. Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.**

17. Assignment. Customer shall not assign this Agreement to any third party without Company's prior written consent.

18. Hoisting. All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.

19. Substitution of Equipment. In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.

20. Equipment Loss or Damage. Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.

21. Inspection. Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.

22. Use and Maintenance of Equipment. Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. **IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

23. Title to Equipment/Location. Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

24. Access to the Work Site. Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.

BrandSafway Solutions LLC Standard Terms and conditions

25. **Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

26. **Force Majeure.** Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

27. **Confidentiality.** Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

28. **Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

29. **Training, Operation, and Maintenance.** Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

30. **Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

31. **Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

32. **Minimum Insurance Requirements.**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) Workers' Compensation Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates

BrandSafway Solutions LLC Standard Terms and Conditions

and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;

(3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;

(4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except workers' compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.

BrandSafway LLC
BrandSafway Solutions, LLC
New England Scaffolding & Services, LLC
All-American Scaffold, LLC
Industrial Coatings & Fireproofing
Industrial Specialty Services (ISS)

HSG Constructors, LLC
Gregg Industrial Insulators, Inc.
Waveland Services, Inc.
Specialized Industrial Maintenance (SIM)
Industrial Specialists, LLC
Empire Refractory Services of Ohio

Arrowhead Contractor Supply Inc.

COMPANY INFORMATION

Business' Legal Name: _____
DBA or Trade Names (if applicable): _____ Year Started _____
Parent Company (if applicable): _____
Street Address: _____
City: _____ State _____ Postal Code _____
Main Telephone: _____ A/P Telephone: _____
Officer Name: _____ Email Address: _____
Business Status: Corporation _____ Partnership _____ LLC _____ Sole Proprietorship _____ Other _____

BANK REFERENCE

Bank Name: _____ Checking Account # _____
Address: _____ Savings Account # _____
City: _____ State _____ Postal Code _____
Bank/Loan Officer: _____ Telephone: _____

COMMERCIAL SUPPLIER REFERENCES – Minimum of 3

1. NAME _____ **2. NAME** _____
Address _____ Address _____
City _____ State _____ City _____ State _____
Telephone _____ Telephone _____
Contact _____ Contact _____
3. NAME _____ **4. NAME** _____
Address _____ Address _____
City _____ State _____ City _____ State _____
Telephone _____ Telephone _____
Contact _____ Contact _____

NOTE: ALL PURCHASES ARE SUBJECT TO SALES/USE TAX. IF YOUR COMPANY IS EXEMPT, A COPY OF YOUR TAX/USE EXEMPTION CERTIFICATE MUST BE ATTACHED TO YOUR APPLICATION.

**OPEN ACCOUNT CREDIT AGREEMENT
BRANDSAFWAY SOLUTIONS, LLC AND AFFILIATED COMPANIES**

IN CONSIDERATION for the establishment of an open credit account with BrandSafway Solutions, LLC, including any successors in interest, affiliated companies, subsidiaries, and/or assigns ("CREDITOR"), and _____ ("BUYER"), this _____ day of _____ 20_____, agrees to the following:

TERMS AND CONDITIONS

1. Payment in full must be received by CREDITOR on or before the due date and at the address as stated on the statement or invoice.
2. BUYER agrees that this Open Account Credit Agreement ("AGREEMENT") shall be deemed to have been made in the United States in the State of Texas and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, BUYER consents to submit to the jurisdiction of the courts of or for the State of Texas in connection with any action or proceeding arising from or related to this AGREEMENT. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this AGREEMENT shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction, in the State of Texas.
3. If the account becomes delinquent, BUYER agrees to pay a 1 ½ % per month late charge on outstanding balances.
4. In the event that it becomes necessary to place the account with an attorney and/or third parties for the collection of any unpaid balances, BUYER agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings if applicable.
5. This AGREEMENT shall be binding upon and inure to the benefit of CREDITOR and BUYER, their successors, assigns, and personal representatives, provided that the BUYER shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this AGREEMENT, to any party, at any time, without notice to BUYER.
6. To secure all payments of open account between CREDITOR and the BUYER, both on balances now existing or balances hereafter incurred, BUYER hereby grants to CREDITOR a security interest in all inventory, equipment, accounts, furniture, fixtures, equipment, accounts receivable, Bank and/or depository accounts, and all other assets, whether any of the foregoing is now owned or hereafter acquired. All records of any of the foregoing; All proceeds relating to the foregoing (including insurance, general intangibles and any other account proceeds).
7. BUYER hereby appoints CREDITOR and/or its agents as BUYER's Attorney-in-fact to execute on BUYER's behalf any Financing Statement or other documents required by CREDITOR to perfect or enforce its security interests.
8. CREDITOR and BUYER hereby knowingly, voluntarily, and intentionally waive any right to trial by Jury in any Suit, action, Proceeding, or Counterclaim concerning any rights under this AGREEMENT, any related document or under any other document or agreement delivered or which may in the future be delivered in connection with or arising from any relationship, existing in connection with this AGREEMENT, and agree that any such Suit, Action, Proceeding, or Counterclaim shall be tried before a Court and not before a Jury. This provision is a material inducement for CREDITOR to enter into this AGREEMENT.
9. CREDITOR may require, as part of the approval process in determining whether or not to extend credit to BUYER, up to three years of financial statements and/or tax returns to substantiate the financial ability of BUYER to repay obligations incurred during the course of business with CREDITOR. Failure to provide such documentation within 15 days of receiving the request may result in denial of future credit privileges and/or reduction in credit granted. Any amounts owed that exceed the revised credit limit as a result of this action may become due and payable immediately upon written notification of the revised credit limit.
10. The individuals, or BUYER applying for credit, and the Proprietors, Partners, Principals, and/or Officers of the BUYER authorize CREDITOR to verify the credit references, and to obtain, and as needed from time to time to obtain, consumer credit reports on each of the Proprietors, Partners, Principals, and/or Officers named herein in order to evaluate or to reevaluate whether to extend or continue to extend credit to the Individuals and/or BUYER applying for an Open Account.
11. BUYER acknowledges receipt of the following notice:
Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer protection act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.

The undersigned agrees to the above-mentioned terms and conditions and acknowledges receipt of a copy of this application.

Authorized Signature _____ Title: _____ Date: _____

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

**Discussion and/or decision to approve
2021 Weed Commissioner's Report.**



2021 WEED COMMISSIONER'S REPORT

For the County of: Pottawattamie

Submit to County Board of Supervisors by: November 1, 2021
 Return copy to the IDALS office by: December 1, 2021

Weed Commissioner's Contact Information:

Name Tracy Nosekabel	Year Appointed 3
Address 223 S 6th St	Telephone 712-328-4859
City, Zip Code Council Bluffs, 51501	Alternate Telephone 712-242-6850
Email Address Tracy.nosekabel@pottcounty-ia.gov	Pesticide Certificate # 53182

Which of the noxious weeds have you found in your county?

- 1 – Found, a problem in my county
 2 – Found, but not a problem

- 3 – Not known in my county
 ? – If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	3	Buckhorn Plantain	2
Bull Thistle	2	Cocklebur	2
Canada Thistle	1	Curly Dock (Sour Dock)	1
Field Bindweed	1	Multiflora Rose	2
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	1
Horse Nettle	2	Puncturevine	2
Leafy Spurge	1	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	2
Perennial Sow Thistle	2	Teasel	1
Quackgrass	3	Velvetleaf (Butterprint)	1
Russian Knapweed	3	Wild Carrot	1
		Wild Mustard	1
		Wild Sunflower	1

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	2		
Purple Loosestrife	3		

Please list any other plants which are a problem or a concern in your county:

Wild Parsnip

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2021?

Yes No

If yes, what percentage of your total spray program is contracted? N/A %

If possible, please list the contract rates. \$/mile N/A

Total contract cost \$ N/A

In the past year how much did your county spend on purchasing herbicides?

\$ 0

How many times during 2021 was it necessary to serve a noxious weed notice?

Private (written) 12 Public (written) (DOT, DNR, CCB) _____

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 2 Public (verbal) (DOT, DNR, CCB) _____

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2021?

12 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Public Health

Weed Comm. Duties 10 % IRVM Duties 0 %

Other County Duties 90 %

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? The county had more complaints but we didn't notice a increase in amount of weeds.

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? *(Circle all that apply):*

Spraying Cutting Stump treatment Basal bark

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

The county has a good handle on weed control.

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> <i>Milestone</i>	<i>4 fluid ounces</i> <i>per acre</i>	<i>3.32 gallons</i>	<i>Thistle and teasel</i> <i>on roadside</i>
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

The above report is true to the best of my knowledge.

Signature 
County Weed Commissioner

5 Nov 21
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

Other Business

David Bayer/Chief Information Officer

**Discussion and/or Decision for Board
Chairman to sign copier lease agreements
for new units for Conservation and Public
Health.**

APPLICATION NO.
2836573MASTER AGREEMENT NO.
500-0637880-000

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) POTTAWATTAMIE COUNTY OF - Public Health, IWCC, 600 South 4 th Street, Council Bluffs, IA 51503				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Xerox C405dn			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.

Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 49.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes

Consolidated Payment Amount* \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included 0 Overages billed at \$.018 per B&W page*

Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included 0 Overages billed at \$.085 per Color page*

METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Customer's Initials

Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. **BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.**

POTTAWATTAMIE COUNTY OF

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE



APPLICATION NO.
2799595

MASTER AGREEMENT NO.
500-0637880-000

SUPPLEMENT NO.



EQUIPMENT FINANCE

Value Lease Supplement

CUSTOMER INFORMATION

FULL LEGAL NAME POTTAWATTAMIE COUNTY OF			STREET ADDRESS 227 S 6 th Street	
CITY Council Bluffs	STATE IA	ZIP 51501	PHONE 712-328-5641	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) Pottawattamie Conservation, Botna Bend Park, 42926 Mahogany Rd., Hancock, IA 51536				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Xerox C405dn			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
 See attached Schedule A See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>

TERM (Complete One Term Option)

60 Mos. Term applies to this Agreement (as defined below) only.
 _____ Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount* \$ 49.00 (amounts due under this Agreement only). If you are exempt from sales tax, attach your certificate. *plus applicable taxes
 Consolidated Payment Amount* \$ _____ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERRAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Amounts apply to the Equipment on this Agreement only. B&W Pages Included 0 Overages billed at \$.018 per B&W page*
 Amounts apply to the Equipment on this Agreement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable. Color Pages Included 0 Overages billed at \$.085 per Color page*
METER READINGS VERIFIED: MONTHLY

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
 Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials
 Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
 LESSOR _____ SIGNATURE _____ TITLE _____ DATED _____

CUSTOMER ACCEPTANCE

The "Master Agreement" refers to the Value Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement no. referenced above. This Value Lease Supplement incorporates by reference the terms and conditions of the Master Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. We agree to lease to you the Equipment described above on the terms set forth in this Value Lease Supplement, together with the terms and conditions set forth in the Master Agreement (collectively, the "Agreement"). If any provision in this Value Lease Supplement conflicts with a provision in the Master Agreement, the provision in this Value Lease Supplement shall control. **BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS VALUE LEASE SUPPLEMENT.**
 POTTAWATTAMIE COUNTY OF
 CUSTOMER (as referenced above) X SIGNATURE _____ TITLE _____ DATED _____

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).
 CUSTOMER (as referenced above) X SIGNATURE _____ TITLE _____ ACCEPTANCE DATE _____

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 2764210

Addendum to Agreement # 2764210 and any future supplements/schedules thereto, between COUNTY OF POTTAWATTAMIE, as Customer ("Customer") and TOSHIBA FINANCIAL SERVICES, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with

respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Becky Lenihan/Finance & Tax Officer

Discussion and/or decision to approve and authorize Board to sign Resolution No. 114-2021 entitled: RESOLUTION Authorizing Transfer from Fund #2230 Bond Series 2021A Debt Fund to Fund #2240 Bond Series 2021B Debt Fund.

RESOLUTION NO. 114-2021

RESOLUTION Authorizing Transfer from Bond Series 2021A Debt Fund to Bond Series 2021B Debt Fund

WHEREAS, it is desired to transfer money from Bond Series 2021A Debt Fund to Bond Series 2021B Debt Fund; and

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

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

SECTION 1: The sum of \$425,000 is ordered to be transferred from Bond Series 2021A Debt Fund to Bond Series 2021B Debt Fund, and

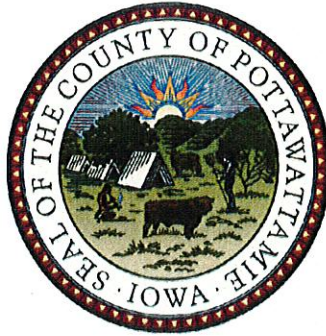
SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating transfer.

Dated this 9th day of November, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

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



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

November 9, 2021

To: Heather Ausdemore

RE Transfer: **FROM:** Fund # 2230 Bond Series 2021A Debt Fund
TO: Fund # 2240 Bond Series 2021B Debt Fund

As per board authorization on November 9, 2021 please transfer as follows:

\$ 425,000 **FROM:** 2230-99-0300-000-81400-000 (2230 Bond Series 2021A Debt Fund)
\$ 425,000 **TO:** 2240-0-99-0300-904000-000 (2240 Bond Series 2021B Debt Fund)

Debt fund transfers being completed to balance debt fund balances for future payments. (Bond 2021B was issued after budget so the fund was not created until after the budget was approved/balanced)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors to assist in the balance of debt levy revenue between appropriated funds.

Thank You

Becky Lenihan/Finance & Tax Officer

**Discussion and/or decision to approve
and authorize Board to sign Resolution
No. 115-2021 entitled: RESOLUTION
Authorizing Transfer from LOST
Secondary Roads Fund Bond Series
2020B Debt Fund.**

RESOLUTION NO. 115-2021

RESOLUTION Authorizing Transfer from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund

WHEREAS, it is desired to transfer money from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund; and

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

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

SECTION 1: The sum of \$9,225 is ordered to be transferred from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund, and

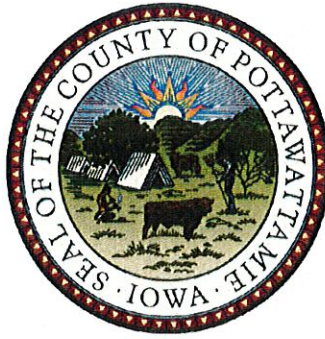
SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating transfer.

Dated this 9th day of November, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
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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

November 9, 2021

To: Heather Ausdemore

RE: Transfer from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund

As per board authorization of November 9, 2021, please transfer as follows:

\$ 9,225 **FROM:** 0035-99-0300-000-81400-000 (LOST Secondary Roads Fund)
\$ 9,225 **TO:** 2225-0-99-0300-904000-000 (Bond Series 2020B Debt Fund)

Annual transfer per bond agreement/issuance, of LOST funds to debt fund to pay FY 21/22 debt payments. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

Received/Filed

Fee Book (10/01/2021 - 10/31/2021)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #10/01/2021# AND {FMXFUS01_RPT_POTT.TndrDate} <= #10/31/2021#

	<u>Count</u>	<u>Total Fund Amount</u>
Recording Fees		
RMA	1495	\$1,505.00
E-Commerce	1495	\$1,505.00
Audit	370	\$1,980.00
Recording	1495	\$37,380.00
County Transfer Tax	223	\$12,151.94
State Transfer Tax	223	\$58,295.26
Photo Copies	20	\$261.00
Total For Recording Fees	5321	\$113,078.20
Other Fees		
COUNTY PASSPORT POSTAGE FUND	50	\$6,690.40
Total For Other Fees	50	\$6,690.40
Boats		
Boat Writing	21	\$83.75
Boat State	21	\$568.75
Boat Title County	15	\$110.00
Boat Title State	15	\$143.00
Boat Liens State	4	\$26.00
Use Tax	18	\$20,638.41
Boat Lien County	4	\$20.00
Road Pass	12	\$1,000.00
DNR Postage	9	\$26.00
Total For Boats	119	\$22,615.91
ELSI		
ELSI Couny	37	\$400.00
ELSI State	20	\$1,816.50
Total For ELSI	57	\$2,216.50
Vitals		
Cert Copy County	59	\$2,476.00
Cert Copy State	59	\$6,809.00
Marriage County	42	\$168.00
Marriage State	42	\$1,302.00
Total For Vitals	202	\$10,755.00
Collected Total:		\$155,356.01
Charged Total:		\$49.00
Grand Total:		\$155,405.01

Recorder

MR #	41463	Oct-21		ck# 5227	
Amount	Account #	Account Name			
\$2,644.00	0001-1-07-8110-413000-000	Vital Records			
\$1,505.00	0024-1-07-8110-400001-000	RMA			
\$400.00	0001-1-07-8110-409000-000	ELSI			
\$12,151.94	0001-1-07-8110-404000-000	Transfer Tax			
\$37,641.00	0001-1-07-8110-400000-000	Office Fees			
\$1,980.00	0001-1-07-8110-410000-000	Auditor Fees			
\$83.75	0001-1-07-8110-402000-000	Boat Writing Fee			
\$20.00	0001-1-07-8110-402000-000	Boat Liens			
\$6,690.40	0001-1-07-8110-414000-000	Passports			
\$26.00	0001-1-07-8110-415000-000	DNR Boat Postage			
\$1,000.00	0001-1-07-8110-407000-000	ATV ROADPASS			
\$64,142.09	Total	Checks prepared by: M.H.			

Lynn Herunigton, Deputy

Closed Session