

Consent Agenda

June 9, 2022

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. May 31, 2022, Minutes as read.
- B. Community Services – Employment of Danelle Bruce as a Disability Services Director.
- C. Community Services – Employment of Ylonda Maguire as a Disability Services Director.
- D. Community Services – Employment of Shelley Welter as a Service Coordinator.
- E. Community Services – Employment of Kristina Richey as a Service Coordinator.
- F. Community Services – Employment of Kimarie Maassen as an Administrative Assistant.
- G. Public Health – Employment of Brandon Wyant as a part time On-Call Animal Control Officer.
- H. Public Health – Employment of Jordan Ranta as an Infection Preventionist.
- I. Public Health – Employment of Madhumitha Mohanraj as a temporary part time Epidemiologist Intern.
- J. Human Resources/Risk Management – Employment of Craig Carlsen as a Public Relations Manager.
- K. Jail – Employment of Emily Rau as a Detention Officer.
- L. May 2022 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open public hearing on Pottawattamie County Flood Buyout Project.
Roll Call Vote: AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.

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

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

**POTTAWATTAMIE COUNTY
CDBG PROPERTY ACQUISITION ACTIVITIES**

A. GENERAL DESCRIPTION OF ACCOMPLISHMENTS TO DATE

In fall of 2021 work began on the acquisition and demolition of flood damaged properties in Pottawattamie County. To date, the County has procured administrative, appraisal, abstracting and legal, asbestos inspection and testing, and building demolition services. As of the date of this report, 8 properties have been acquired and 6 properties demolished using HMGP and CDBG funds. The remaining 2 homes will be demolished by June 15, 2022.

B. SUMMARY OF EXPENDITURES TO DATE

- Though the project is principally financed with grants from FEMA, Pottawattamie County received a CDBG award of \$500,324 on January 27, 2022, to assist with state and local match requirements. As of 5/31/2022, a total of \$354,140 in CDBG funds have been received by the County.
- The total expected cost for the project is \$2,232,792 and \$1,861,054.17 in project costs have been incurred as of May 31, 2022.

C. GENERAL DESCRIPTION OF REMANING WORK

All 8 homes have been acquired and 6 have been demolished as of May 31, 2022. The remaining 2 homes will be demolished by June 15, 2022.

D. GENERAL DESCRIPTION OF CHANGES MADE TO THE PROJECT BUDGET, PERFORMANCE TARGETS, ACTIVITY SCHEDULE, PROJECT SCOPE, LOCATION, OBJECTIVES OR BENEFICIARIES

No significant changes have been made to the project budget, performance targets, or project scope. The project schedule was changed twice, first with a 90-day extension of the March 15, 2022, deadline for demolition of the homes and then also due to an extended environmental review by FEMA on 2 of the homes in the program. The first 6 homes were demolished and clear site by April 8, 2022. Work is currently underway for the demolition of the final 2 homes, with a deadline of June 15, 2022.

Ryan Ossell spoke about the Pottawattamie County CDBG Property Acquisition Properties funding so far. After discussion was held by the Board, a motion was made by Schultz, and second by Grobe, to

accept the CDBG Property Acquisition activities and the deadline of June 15, 2022. There were no public comments.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 42-2022** entitled: Code of Conduct.

**RESOLUTION NO. 42-2022
CODE OF CONDUCT**

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of Pottawattamie County, Iowa engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of Pottawattamie County, Iowa shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

The Pottawattamie County, Iowa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

Pottawattamie County, Iowa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the County of Pottawattamie, Iowa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (contact at Recipient, address and phone number of contact).

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against Pottawattamie County, Iowa officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 9th day of June, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign Planning and Zoning **Resolution No. 43-2022** entitled: Resolution directing the planning Director to Publish an affirmative Fair Housing Policy.

RESOLUTION NO. 43 - 2022

RESOLUTION DIRECTING THE PLANNING DIRECTOR TO PUBLISH AN AFFIRMATIVE FAIR HOUSING POLICY

WHEREAS, Pottawattamie County, Iowa was award Community Development Block Grant Disaster Recovery (CDBG-DR) funding for property acquisitions and demolitions; and

WHEREAS the CDBG-DR Program requires the publication of an Affirmative Fair Housing Policy; and

WHEREAS, said policy has been prepared and available for review.

NOW THEREFORE BE IT RESOLVED, that Pottawattamie County, Iowa directs the Planning Director to publish said policy in the County’s official newspaper.

Passed and adopted this 9th day of June, 2022.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn J. Houser, County Auditor

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

Motion by Belt, second by Belt, to approve and authorize Board to sign Planning and Zoning **Resolution No. 45-2022** entitled: Community Development Block Grant Subrecipient Procurement Policies and Procedures.

RESOLUTION NO. 45-2022

Community Development Block Grant Subrecipient Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 CFR 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 CFR 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. If the subrecipient has a parent, affiliate or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.

IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.
4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded.

It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftportals.com/tsb-search/>;
- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
 Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient’s contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the (Pottawattamie County) adopts the State of Iowa’s CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within (Pottawattamie County).

Adopted by Pottawattamie County on the 9th day of June, 2022.

ROLL CALL VOTE

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

ATTEST: _____
 Melvyn J. Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 44-2022**, a Resolution to Authorize the purchase of property and designating the Board Chair as the Authorized Representative to sign any necessary documents to effectuate said purchase. Said Resolution is set out as follows:

RESOLUTION NO. 44-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AND DESIGNATING THE BOARD CHAIR AS THE AUTHORIZED REPRESENTATIVE TO SIGN ANY NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE.

WHEREAS, on May 31, 2022, and June 9, 2022, the Pottawattamie County Board of Supervisors met in open session to discuss the purchase of property from Jill Fischer and Roger Olsen, specifically:

See attached legal description.

WHEREAS, the purchase of this property is in the best interest of Pottawattamie County and will be used to continue the county trail system along Railroad Highway for the enjoyment of all citizens of, and visitors to, Pottawattamie County.

WHEREAS, the acquisition of this property was discussed at a Public Hearing of the Pottawattamie County Board of Supervisors on June 8, 2021.

WHEREAS, following the Public Hearing, the County and the current owners have been engaging in negotiations pursuant to Iowa Code 6B.2B and have settled on a purchase price of \$84,370, which is within the range of value allowed to be paid under Iowa Code Chapter 6B.

WHEREAS, the current owners will be conveying the property by virtue of a Quitclaim Deed, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Permanent Easement to allow them access to contiguous farmland, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Temporary Easement to allow them to harvest hay from the property for the next five growing seasons, an unsigned copy of which is attached hereto.

THEREFORE, BE IT RESOLVED by the Pottawattamie County Board of Supervisors that:

1. The Pottawattamie County Board of Supervisors is authorized to purchase the abovementioned property on behalf of Pottawattamie County.
2. Board Chair Tim Wichman is designated as the Authorized Representative of the Pottawattamie County Board of Supervisors and is empowered to sign any and all documents necessary to effectuate said purchase.

DATED this 9th day of June, 2022.

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

ATTEST: _____

Melvyn J. Houser, County Auditor

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

After discussion was held by the Board, a Motion was made by Shea, second by Schultz, to award Jail Chiller Replacement contract to Grunwald Mechanical in the amount of \$716,373.

UNANIMOUS VOTE. Motion Carried

3. OTHER

After discussion was held by the Board, a motion was made by Schultz, second by Shea, to update the Business Manager job description to Jail Office Coordinator.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board Chairman to sign American Federation of State, County and Municipal Employees (AFSCME) Local 2364 Courthouse Employees Agreement, effective July 1, 2022, through June 30, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Board Chairman to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employee (AFSCME) Local 2364 Agreement for maintenance and custodial staff assigned to the Pottawattamie County Jail, effective July 1, 2022, through June 30, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board Chairman to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employee (AFSCME) Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, effective July 1, 2022, through June 30, 2023.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) SWI Juvenile Detention Center – Employment of Makenzie Olson as part time Youth Corrections Worker.

5. PUBLIC COMMENTS

No Public Comments.

6. CLOSED SESSION

Motion by Schultz, second by Belt, 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: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

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

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

7. ADJOURN

Motion by Shea, second by Grobe, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:43 A.M.

Tim Wichman, Chairman

ATTEST: _____

Melvyn Houser, Pottawattamie County Auditor

APPROVED: June 14, 2022

PUBLISH: X

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Kum and Go # 23

Physical location address: 29356 298th Street City: Neola ZIP: 51559

Mailing address: 1459 Grand Ave City: Des Moines State: IA ZIP: 50309

Business phone number: 515-457-6249

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Kum and Go LLC

Mailing address: 1459 Grand Ave City: Des Moines State: IA ZIP: 50309

Phone number: 515-457-6249 Fax number: _____ Email: Licenses@kumandgo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Charles Campbell

Name (please print): _____

Signature: Charles Campbell

Signature: _____

Date: 3/29/2022

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Pottawattamie
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #3204
Physical Location Address 33280 335TH ST City MINDEN ZIP 51553 Mailing
Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 7124832001

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, AST. SECRETARY, CASEY'S MARKETING Name (please print) _____
Signature *Douglas M. Beech* Signature _____
Date 4/1/2022 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Pottawattamie
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #3205

Physical Location Address 19900 VIRGINIA HILLS RD City COUNCIL BLUFFS

ZIP 51503 Mailing Address PO BOX 3001

City ANKENY State IA ZIP 50021

Business Phone Number 7123665836

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature *Douglas M. Beech*

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Pottawattamie
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Scheduled Sessions

Kristi Everett/Election Deputy, Auditor's Office

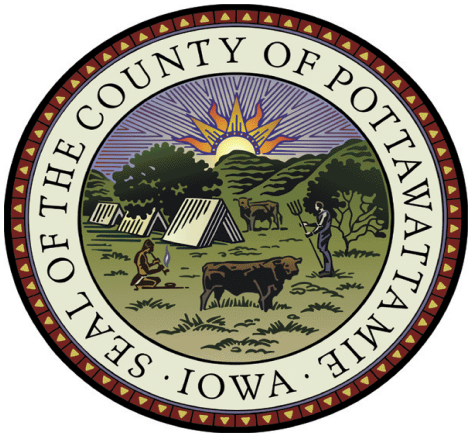
Canvass of 2022 Primary Election

**Paula Hazelwood/Executive Director,
Advance Southwest Iowa Corporation and
Team from McClure and Representative
from Iowa West Foundation**

**Update the Board on Rural Pottawattamie
County Infrastructure Coalition (RPCIC)
projects.**

**Matt Wyant/Director, Planning and
Development and/or Pam
Kalstrup/Coordinator, Zoning and Land Use.**

**Discussion and/or decision to approve
appointment of Jill Chapman to the Planning
and Zoning Commission, with a term ending
date of December 31, 2023.**



STATE OF IOWA OATH OF OFFICE

Name of Official: **Jill Chapman**
Office: **Planning and Zoning**

I, Jill Chapman, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the Pottawattamie County Appeal Board, according to the best of my ability as defined in Pottawattamie County Iowa Chapter 10, as now or hereafter required by law.

Jill Chapman

Date: _____

Sworn to before me this _____ day of _____, 2022.

Tim Wichman, Chairman, Pottawattamie County
Board of Supervisors

**Pete Franks and/or Representative from the
Franks Design Group (via phone)**

**Discussion and/or decision to approve
Cornerstone Commercial Contractors pay
application no. 12 for Carson/Macedonia
downtown rehab.**

Attach supporting documentation to the back of this form

STATE OF IOWA

GAX

BUDGET FY 2022		General Accounting Expenditure						DOCUMENT NUMBER 1								
		DATE		ACCTG PERIOD (mm/yy) 06/22												
VENDOR CODE				AGENCY NAME												
VENDOR NAME AND ADDRESS Pottawattamie County 227 South 6th Street Council Bluffs, IA 51501				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315				SHIP TO ADDRESS								
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED								
								DATE		INITIALS						
QUANTITY				VENDOR'S INVOICE NUMBER												
ORDERED	RECEIVED	UNIT OF MEASURE							UNIT PRICE	TOTAL PRICE						
			Request for CDBG-DTR Funds Contract Number: 18-DTR-004													
			18-DTR-004-116													
			Cornerstone Commercial Contractors pay application no. 12							30,160.00						
			18-DTR-004-181													
DOCUMENT TOTAL								\$ 30,160.00								
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION										
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:										
DATE		6/14/2022		TITLE		Chair, Pottawattamie Co BOS				CODE OR CHAPTER SECTION(S)						
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE										
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX		DOC NUMBER 1		DOC DATE		ACCTG PRD	BUDGET FY 22	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE 2130029		ADDR OVERRIDE	F/A INDICATOR	EFT IND	TEXT -po's only (Y/N) Y			TEXT (po's only)								
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN	VEND INVOICE #		COMMODITY CODE		GS CONTRACT					
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0001	269	5000				4125							\$ 30,160.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL												\$ 30,160.00				

GAX

WARRANT #

AUDITED BY

PAID DATE

PAYMENT APPLICATION

<p>TO: Pottawattamie County, Iowa 227 South 6th St Council Bluffs, IA 51501</p> <p>FROM: Cornerstone Commercial Contractors, Inc. 401 7th St Corning, Iowa 50841</p> <p>FOR: façade rehabilitation</p>	<p>PROJECT NAME AND LOCATION: Carson Macedonia Façade CDBG Pottawattamie County, Iowa Façade Re various locations Macedonia, Iowa and Carson, Iowa</p> <p>ARCHITECT: The Franks Design Group 410 First Street Glenwood, Iowa 51534</p>	<p>APPLICATION # 12 PERIOD THRU: 05/24/2022 PROJECT #s: Pott County Façade DATE OF CONTRACT: 03/10/2021</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/></p>
--	--	---	--

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$464,670.00
2. SUM OF ALL CHANGE ORDERS	\$139,038.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$603,708.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$590,624.50
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$28,626.68
b. 5.00% of Material Stored (Column F on Continuation Page)	\$904.55
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$29,531.23
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$561,093.27
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$530,933.67
8. PAYMENT DUE	\$30,159.60
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$42,614.73

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$189,036.00	(\$49,998.00)
Total approved this month	\$0.00	\$0.00
TOTALS	\$189,036.00	(\$49,998.00)
NET CHANGES	\$139,038.00	

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

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: _____ Date: _____
Jason Kentner, owner

State of: Iowa
County of: Adams
Subscribed and sworn to before me this 24th day of May 2022

Jason Kentner
Digitally signed by Jason Kentner
Date: 2022.05.24 14:19:12 -05'00'


Notary Public: Jaime Johnston
My Commission Expires: 01-19-2025

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT..... \$30,159.60

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  Peter G. Franks, AIA, NCARB
By: _____ Date: 6/2/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 12
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/24/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/24/2022
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	The Painted Camel 320 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
1a	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
1b	Aluminum storefront	\$8,952.00	\$8,952.00	\$0.00	\$0.00	\$8,952.00	100%	\$0.00	
1c	Paint	\$2,694.00	\$2,694.00	\$0.00	\$0.00	\$2,694.00	100%	\$0.00	
1d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
1f	General conditions, overhead and	\$4,161.00	\$4,161.00	\$0.00	\$0.00	\$4,161.00	100%	\$0.00	
1g	Allowance #1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
1h	CO #1 additional carpentry at	\$1,711.00	\$1,711.00	\$0.00	\$0.00	\$1,711.00	100%	\$0.00	
2	Pioneer Trail Museum Annex 318	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2a	Masonry	\$5,882.00	\$5,882.00	\$0.00	\$0.00	\$5,882.00	100%	\$0.00	
2b	Carpentry	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	
2c	Aluminum storefront	\$8,200.00	\$8,200.00	\$0.00	\$0.00	\$8,200.00	100%	\$0.00	
2d	Paint	\$2,679.00	\$2,679.00	\$0.00	\$0.00	\$2,679.00	100%	\$0.00	
2e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
2g	General condtions, overhead and	\$4,984.00	\$4,984.00	\$0.00	\$0.00	\$4,984.00	100%	\$0.00	
2h	CO #1 replace rotten wood	\$682.00	\$682.00	\$0.00	\$0.00	\$682.00	100%	\$0.00	
2i	CO #1 add cornice to building	\$10,518.00	\$8,414.40	\$2,103.60	\$0.00	\$10,518.00	100%	\$0.00	
3	Pioneer Trail Museum Storage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
3a	Carpentry	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3b	Paint	\$3,579.00	\$3,579.00	\$0.00	\$0.00	\$3,579.00	100%	\$0.00	
3c	Door Rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
3d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
3e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
3f	General condtions, overhead and	\$2,227.00	\$2,227.00	\$0.00	\$0.00	\$2,227.00	100%	\$0.00	
3g	CO #1 replace rotten wood	\$682.00	\$682.00	\$0.00	\$0.00	\$682.00	100%	\$0.00	
4	314 Bulding 314 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4a	Masonry	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00	100%	\$0.00	
SUB-TOTALS		\$90,491.00	\$88,387.40	\$2,103.60	\$0.00	\$90,491.00	100%	\$0.00	

Payment Application containing Contractor's signature is attached.

PROJECT: Carson Macedonia Façade APPLICATION #: 12
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/24/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/24/2022
 PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
4b	Carpentry	\$3,500.00	\$700.00	\$2,800.00 ✓	\$0.00	\$3,500.00	100%	\$0.00	
4c	Paint	\$4,739.00	\$3,554.25	\$1,184.75 ✓	\$0.00	\$4,739.00	100%	\$0.00	
4d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00	100%	\$0.00	
4e	Misc materials	\$1,000.00	\$500.00	\$500.00 ✓	\$0.00	\$1,000.00	100%	\$0.00	
4f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
4g	General conditons, overhead and	\$4,847.00	\$3,877.60	\$969.40 ✓	\$0.00	\$4,847.00	100%	\$0.00	
4h	CO #1 change to combination	\$1,523.00	\$0.00	\$0.00	\$1,523.00	\$1,523.00	100%	\$0.00	
5	312 Building 312 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Masonry	\$13,680.00	\$13,680.00	\$0.00	\$0.00	\$13,680.00	100%	\$0.00	
5b	Carpentry	\$3,500.00	\$700.00	\$2,800.00 ✓	\$0.00	\$3,500.00	100%	\$0.00	
5c	Paint	\$4,739.00	\$1,658.65	\$3,080.35 ✓	\$0.00	\$4,739.00	100%	\$0.00	
5d	Storm windows	\$2,700.00	\$0.00	\$0.00	\$2,700.00	\$2,700.00	100%	\$0.00	
5e	Glazing	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$400.00	
5f	Misc materials	\$1,000.00	\$500.00	\$500.00 ✓	\$0.00	\$1,000.00	100%	\$0.00	
5g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
5h	General conditons, overhead and	\$5,935.00	\$3,857.75	\$2,077.25 ✓	\$0.00	\$5,935.00	100%	\$0.00	
5i	CO #1 change to combination	\$1,523.00	\$0.00	\$0.00	\$1,523.00	\$1,523.00	100%	\$0.00	
6	Treynor State Bank 310 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6a	Masonry	\$9,240.00	\$9,240.00	\$0.00	\$0.00	\$9,240.00	100%	\$0.00	
6b	Carpentry	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
6c	Paint	\$2,719.00	\$2,719.00	\$0.00	\$0.00	\$2,719.00	100%	\$0.00	
6d	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
6e	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
6f	General conditons, overhead and	\$3,423.00	\$3,423.00	\$0.00	\$0.00	\$3,423.00	100%	\$0.00	
7	Stempl Bird Museum 311 Main St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7a	Masonry	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100%	\$0.00	
7b	Window rehab	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	
7c	Door rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
7d	Paint	\$1,241.00	\$1,241.00	\$0.00	\$0.00	\$1,241.00	100%	\$0.00	
SUB-TOTALS		\$171,700.00	\$146,838.65	\$16,015.35	\$8,446.00	\$171,300.00	99%	\$400.00	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 12
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/24/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/24/2022
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
7e	Carpentry	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
7f	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7g	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
7h	General conditons, overhead and	\$2,940.00	\$2,940.00	\$0.00	\$0.00	\$2,940.00	100%	\$0.00	
8	The Barn 106-110 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8a	Masonry	\$20,934.00	\$20,934.00	\$0.00	\$0.00	\$20,934.00	100%	\$0.00	
8b	Carpentry	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
8c	Aluminum storefront/door	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	
8d	Paint	\$1,419.00	\$1,419.00	\$0.00	\$0.00	\$1,419.00	100%	\$0.00	
8e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
8f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
8g	General conditons, overhead and	\$9,302.00	\$9,302.00	\$0.00	\$0.00	\$9,302.00	100%	\$0.00	
8h	Alternate #1	\$2,804.00	\$2,804.00	\$0.00	\$0.00	\$2,804.00	100%	\$0.00	
8i	CO #1 prep and paint existing lap	\$924.00	\$924.00	\$0.00	\$0.00	\$924.00	100%	\$0.00	
8j	CO #1 new glass at return walls	\$3,229.00	\$3,229.00	\$0.00	\$0.00	\$3,229.00	100%	\$0.00	
9	124 Cenpro 124 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
9a	Masonry	\$13,080.00	\$13,080.00	\$0.00	\$0.00	\$13,080.00	100%	\$0.00	
9b	Aluminum storefront	\$10,329.00	\$10,329.00	\$0.00	\$0.00	\$10,329.00	100%	\$0.00	
9c	Carpentry	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	
9d	Paint	\$1,164.00	\$1,164.00	\$0.00	\$0.00	\$1,164.00	100%	\$0.00	
9e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
9f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
9g	General conditons, overhead and	\$6,746.00	\$6,746.00	\$0.00	\$0.00	\$6,746.00	100%	\$0.00	
9h	CO #1 change to spandrel glass at	\$555.00	\$555.00	\$0.00	\$0.00	\$555.00	100%	\$0.00	
10	The Lodge 126 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
10a	Painting	\$1,779.00	\$0.00	\$1,779.00	\$0.00	\$1,779.00	100%	\$0.00	
10b	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
10c	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
10d	General conditons, overhead and	\$1,287.00	\$257.40	\$1,029.60	\$0.00	\$1,287.00	100%	\$0.00	
SUB-TOTALS		\$280,692.00	\$253,022.05	\$18,823.95	\$8,446.00	\$280,292.00	99%	\$400.00	

PROJECT: Carson Macedonia Façade APPLICATION #: 12
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/24/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/24/2022
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
10e	Allowance #2	\$46,500.00	\$46,500.00	\$0.00	\$0.00	\$46,500.00	100%	\$0.00	
10f	Allowance #3	\$3,650.00	\$3,650.00	\$0.00	\$0.00	\$3,650.00	100%	\$0.00	
10g	Alternate #2	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00	
10h	CO #1 structural issues remove	\$126,835.00	\$107,809.75	\$6,341.75 ✓	\$0.00	\$114,151.50	90%	\$12,683.50	
10i	CO #2 winter conditions	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
10j	CO #2 COR 15, 16, 17 additional	\$22,840.00	\$22,840.00	\$0.00	\$0.00	\$22,840.00	100%	\$0.00	
11	126 Building East 126 Broadway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11a	Masonry	\$48,960.00	\$48,960.00	\$0.00	\$0.00	\$48,960.00	100%	\$0.00	
11b	Carpentry	\$3,750.00	\$2,812.50	\$937.50 ✓	\$0.00	\$3,750.00	100%	\$0.00	
11c	Paint	\$1,619.00	\$1,619.00	\$0.00	\$0.00	\$1,619.00	100%	\$0.00	
11d	Wood windows	\$9,645.00	\$0.00	\$0.00	\$9,645.00	\$9,645.00	100%	\$0.00	
11e	Wood door	\$3,426.00	\$0.00	\$3,426.00 ✓	\$0.00	\$3,426.00	100%	\$0.00	
11f	Door rehab	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
11g	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
11h	Performance Bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
11i	General condions, overhead and	\$14,785.00	\$12,567.25	\$2,217.75 ✓	\$0.00	\$14,785.00	100%	\$0.00	
11j	CO #1 double hung windows in	\$3,851.00	\$3,851.00	\$0.00	\$0.00	\$3,851.00	100%	\$0.00	
12	US Bank 113 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
12a	Masonry	\$9,840.00	\$9,840.00	\$0.00	\$0.00	\$9,840.00	100%	\$0.00	
12b	Glass	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12c	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12d	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
12e	General condions, overhead and	\$2,452.00	\$2,452.00	\$0.00	\$0.00	\$2,452.00	100%	\$0.00	
12f	CO #2 COR #14 new storefront	\$6,663.00	\$6,663.00	\$0.00	\$0.00	\$6,663.00	100%	\$0.00	
13	119 Building 119 Broadway St	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
13a	Masonry	\$16,200.00	\$16,200.00	\$0.00	\$0.00	\$16,200.00	100%	\$0.00	
13b	Aluminum storefront/door	\$12,400.00	\$12,400.00	\$0.00	\$0.00	\$12,400.00	100%	\$0.00	
13c	Carpentry	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	
13d	Paint	\$3,199.00	\$3,199.00	\$0.00	\$0.00	\$3,199.00	100%	\$0.00	
SUB-TOTALS		\$643,007.00	\$580,085.55	\$31,746.95	\$18,091.00	\$629,923.50	98%	\$13,083.50	

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 12
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/24/2022
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/24/2022
 PROJECT #s: Pott County Façade

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			D AMOUNT PREVIOUS PERIODS	E AMOUNT THIS PERIOD		G %	G COMP. (G / C)		
13e	Misc materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
13f	Performance bond	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
13g	General conditons, overhead and	\$8,699.00	\$8,699.00	\$0.00	\$0.00	\$8,699.00	100%	\$0.00	
13h	CO #1 remove building from	(\$49,998.00)	(\$49,998.00)	\$0.00	\$0.00	(\$49,998.00)	100%	\$0.00	
TOTALS		\$603,708.00	\$540,786.55	\$31,746.95	\$18,091.00	\$590,624.50	98%	\$13,083.50	

**Pete Franks and/or Representative from the
Franks Design Group (via phone)**

**Discussion and/or decision to approve
Carson/Macedonia CDBG downtown rehab
project Change Order #04.**



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 CDBG Pottawattamie County, Iowa
 Façade Rehabilitation Project - Macedonia
 & Carson, Iowa
 Multiple existing buildings in the
 downtown areas of Macedonia, Iowa and
 Carson, Iowa.

CONTRACT INFORMATION:
 Contract For: General Construction

 Date: 2 March 2021

CHANGE ORDER INFORMATION:
 Change Order Number: 004

 Date: 2 June 2022

OWNER: *(Name and address)*
 Pottawattamie County, Iowa
 227 South 6th Street
 Council Bluffs, IA 51501

ARCHITECT: *(Name and address)*
 The Franks Design Group, P. C.
 410 First Street
 Glenwood, Iowa 51534

CONTRACTOR: *(Name and address)*
 Cornerstone Commercial Contractors
 401 7th Street
 Corning, IA 50841

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Remove, from the project Scope Of Work, sidewalk replacement adjacent to the new elevated concrete entry stoop at sub-project #12 126 Broadway; Carson; The Lodge. The City of Carson will manage this sidewalk installation.

Change to the Contract Sum – Deduct (credit) \$1,500.00.

The original Contract Sum was	\$ 464,670.00
The net change by previously authorized Change Orders	\$ 162,991.04
The Contract Sum prior to this Change Order was	\$ 627,661.04
The Contract Sum will be increased by this Change Order in the amount of	\$ -1,500.00
The new Contract Sum including this Change Order will be	\$ 626,161.04

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be unchanged

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

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

The Franks Design Group, P. C.
 ARCHITECT *(Firm name)*

Cornerstone Commercial Contractors
 CONTRACTOR *(Firm name)*

Pottawattamie County, Iowa
 OWNER *(Firm name)*

 SIGNATURE

 SIGNATURE

 SIGNATURE

Peter G. Franks, AIA, NCARB, President
 PRINTED NAME AND TITLE

 PRINTED NAME AND TITLE

 PRINTED NAME AND TITLE

 DATE

 DATE

 DATE



Grant Anderson <ganderson@mapacog.org>

Pay Application and Change Order #4

1 message

Peter Franks <pete@franksdesigngroup.com>

Thu, Jun 2, 2022 at 3:15 PM

To: Grant Anderson <ganderson@mapacog.org>, A Spiering <cityofcarsonmsc@gmail.com>, Carson City Clerk <carsonclerk@gmail.com>, City of Macedonia <macedoniacityhall@gmail.com>, Jaime Johnston <jaime@cornercc.com>

Please see the attached Pay Application #12.

It is certified as submitted.

Also attaching Change Order #4 which removes the concrete sidewalk flatwork in front to The Lodge from the contract scope of work per a series of emails last week.

That is a deduct (credit) of \$1,500 from the final contract sum.

This will need the Board Of Supervisors approval.

Yesterday we received Pay App # 13, which shows 100% completion of all work as of 5/31/22.

We will finish with pay app #14 which will be release of retainage once the punchlist and other outstanding closeout items are satisfied.

Thank You.

Pete

Peter G. Franks, AIA, NCARB
LEED Accredited Professional since 2004

The Franks Design Group, P.C.
410 First St., Glenwood, Iowa 51534
office 712-527-3996
cellphone 712-309-2855



Please consider your environmental responsibility before printing this e-mail.

The information contained in this message may be privileged and confidential and protected.

2 attachments



2022-06-02 Pottawattamie County Facade Project Pay Application 12 Certified Franks.pdf
7548K



2022-06-02 Change Order 04 CDBG Pottawattamie County Facade Rehabilitation Project G701-2017 - Final - 001.pdf
142K

Other Business

**Discussion and/or decision to
approve payment of FY 2022/2023
ISAC Member Dues of \$6,100.**



Invoice	ISACSTDAG-053122-77
Date	5/31/2022
Due Date	6/30/2022

Bill To:
POTTAWATTAMIE COUNTY 227 S 6th St Council Bluffs IA 51501

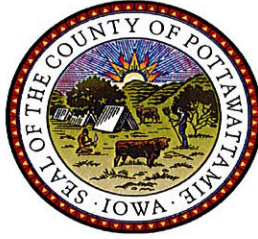
Description	Amount
FY2023 MEMBER DUES	\$6,100.00
Total	\$6,100.00

2022 JUN 9 AM 9:23
 FILED
 AT
 DES MOINES
 IOWA
 REC'D

Make checks payable to:
 Iowa State Association of Counties
 PO Box 4546
 Des Moines, IA 50305
 Ph: (515) 244-7181
 Email: mhill@iowacounties.org

THANK YOU FOR YOUR BUSINESS!

**Discussion and/or decision to
approve application for Permit to
Display Fireworks filed by Ryan
Rogers, for display on July 2nd and if it
rains July 3rd, 2022, at 15259 214th
Street.**

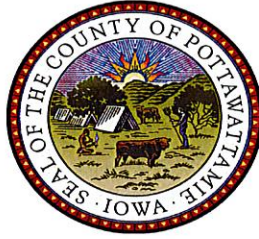


r. legacyhome
@ yahoo.com

**POTTAWATTAMIE COUNTY
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

DEADLINE TO SUBMIT APPLICATION: 21 DAYS PRIOR TO DATE OF DISPLAY

1. Telephone Number(s): Business: 402 250 3296 Residential: _____
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
2nd or the 3rd.
3. How long will the display fireworks be stored before and after display?
2 weeks
4. Display fireworks operator information: (Please provide additional sheets if necessary.)
Name: Ryan Carl Rogus Date of Birth: 11/11/1979
Address: 15259 214th street
City: Council Bluffs State: IA Zip: 51503
Telephone Number(s): 402 250 3296
5. What training or expertise does the Display Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
Participated in a number of shows
6. Provide safety guidelines for display fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
We will have a water truck on site
7. Number of anticipated spectators for the display? Adults: 300 Children: 100
8. **Documents to be attached:** In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

I understand that the Code of Iowa prohibits certain use of fireworks, but that the Pottawattamie County Board of Supervisors may, upon a written application, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the County Board of Supervisors when the fireworks display will be handled by a competent operator. I understand that the Code of Iowa provides that the sale of fireworks for such display may be made for that purpose only. I understand further that this permit will be null and void during times when open burning is prohibited by the State Fire Marshall. Permits to display fireworks are NOT valid during times of a county-wide burn ban.

I hereby acknowledge that I have adequate insurance coverage for any and all claims that may result from the requested display of fireworks. I agree to hold Pottawattamie County harmless from any suit or claim that may result from the granting of a permit for this event. I further acknowledge and agree that I have obtained the services of a competent operator to handle the fireworks display as required under the Iowa Code. Information concerning the competency of the operator is attached as provided below.

I hereby request that the Pottawattamie County Board of Supervisors grant a permit for display of fireworks to the following:

Date of Fireworks Display: July 2nd Rain out Date July 3rd


Name of Municipality or
Other Organization Requesting Permit: Ryan Rogers

Name of Individual Requesting Permit: Ryan Rogers

Address: 15259 214th Street

City/State/Zip Code: Council Bluffs, IA 51503

Telephone Number: (402) 250-3296

Signature of Person Requesting Permit: 

I certify by this signature that I am legally authorized to sign on behalf of the municipality or organization above.

AN APPLICATION, APPLICATION FEE OF \$25.00, CERTIFICATE OF INSURANCE, AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR'S STAFF, SITE PLAN – DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY MUST BE ATTACHED TO THIS REQUEST.



U.S. Department of Justice
 Bureau of Alcohol, Tobacco, Firearms and Explosives
 Federal Explosives Licensing Center
 244 Needy Road
 Martinsburg, West Virginia 25405

901090: MH/FLS
 5400
 File Number: **5IA00633**

05/23/2022

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

RYAN CARL ROGERS

OWNER 15259 214TH ST ,
 (402)250-3296 COUNCIL BLUFFS, IA 51503

and is ONLY valid under the following Federal explosives license/permit:

5-IA-155-54-5F-00633 ROGERS, RYAN CARL
 15259 214TH STREET
 COUNCIL BLUFFS, IA 51503

Dear RYAN ROGERS:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
 Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
 Chief, FELC
 Attn.: LOC Correction
 244 Needy Road
 Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
 Chief, FELC
 Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License Permit
Number **5-IA-155-54-5F-00633**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **June 1, 2025**

Mama Howard

Name
ROGERS, RYAN CARL

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**15259 214TH STREET
COUNCIL BLUFFS, IA 51503-**

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

Mailing Address (Changes? Notify the FELC of any changes.)

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

ROGERS, RYAN CARL
15259 214TH STREET
COUNCIL BLUFFS, IA 51503-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

ATF Form 5400 14-5400 15 Part I
Revised September 2011

Previous Edition is Obsolete ROGERS, RYAN CARL 15259 214TH STREET 51503-5-IA-155-54-5F-00633 June 1, 2025 54-USER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ROGERS, RYAN CARL**

Business Name:

License Permit Number: **5-IA-155-54-5F-00633**

License Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **June 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2022

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

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

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Aluminum King Mfg Ltd DBA Flashing Thunder Fireworks Spectacular Inc 700 E Van Buren Street Mitchell IA 50461	INSURER A: SCOTTSDALE INS CO NAIC #: 41297	
	INSURER B: NATIONAL CAS CO NAIC #: 11991	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1750171835

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS3994208	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBO0004073	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS0019365	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Date: July 3rd, 2022 Rain Date: July 4th, 2022

Location: 15259 214th St. Council Bluffs Iowa

Additional Insured: Ryan Rogers

CERTIFICATE HOLDER**CANCELLATION**

Ryan Rogers
 15259 214th ST.
 Council Bluffs IA 51503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004

Dixie Wilson/Assistant Finance **& Tax Officer**

Discussion and/or decision to approve/disallow the following applications made top the Assessor's Office: Homestead (171 recommend allowed, 8 recommend disallowed), Military (27 recommend allowed, 1 recommend disallowed), Disabled Veteran Homestead (11 recommend allowed, 0 recommend disallowed), Business Property Tax Credit (13 recommend allowed, 0 recommend disallowed), Family Farm (3 recommend allowed, 0 recommend disallowed).

**Jana Lemrick/Director, Human
Resources and Jeff
Theulen/Chief Deputy, Sheriff**

**Discussion and/or decision to approve updated job
description and exemption status for the Sheriff's Office
Coordinator position.**

Jana Lemrick/Director, Human
Resources and Steve
Winchell/Captain, Jail

**Discussion and/or decision to approve exemption status
for the Jail Office Coordinator position.**

Rita Dooley/Director, Veteran **Affairs**

**Discussion and/or decision to approve a Veteran Affairs
Office Intern – Edvantage.**



Pottawattamie County Veterans Affairs

623 6th Ave.

Council Bluffs, Iowa 51501

Office: 712-328-5797 Fax: 712-328-5726

Internship Proposal Veteran Affairs

Title: Outreach and Social Service Administrative Intern

Office: Pottawattamie County Veteran Affairs

Manager: Margarita Dooley, Director

Hours: TBD (Office hours 8:00 am – 4: 30 PM)

Funding:

Introduction: The purpose is to provide experience in an office setting regarding general administrative management. Utilizing graphic and computer skills to create basic marketing materials for use in displays and social media. Intern will gain experience working within a social service setting assisting in caseworkers providing benefits to our Nation's Veterans and their families. Intern will gain experience of operating within a professional government office.

Proposed Duties and Tasks:

Marketing & Outreach:

Create graphic images for Public Distribution

Social Media management & Public Information

Communicate with the general public with educational materials pertaining to services and resources offered within the department

Manage public table displays and event participation with local organizations.

Administrative:

Greet visitors to the department.

Answer the telephone for department staff, respond to inquiries, take messages and/or refer callers to appropriate personnel for assistance.

Perform various clerical duties such as typing, photocopying, and verifying accuracy of document.

Schedule appointments for staff as needed and coordinate veteran appointments.

Maintains the confidentiality of all information, communications, documents and correspondence in the Veteran's Affairs office.

Perform computer data entry, processing and retrieval functions.

Prepare and maintain various departmental records, reports, correspondence and other departmental documents.



Pottawattamie County Veterans Affairs

623 6th Ave.

Council Bluffs, Iowa 51501

Office: 712-328-5797 Fax: 712-328-5726

Maintain established file system by accurately filing required documents according to alphabetical or numerical order.

Operate standard office equipment including but not limited to the telephone system, typewriter, personal computer/word processor, photocopy machine, fax, scanner and calculators.

Receive, sort and distribute departmental mail.

Establishes and maintains effective working relationships with the clients, general public, governmental officials, supervisors and co-workers.

Special Considerations:

As the nature of the Pottawattamie County Veteran Affairs office assists in applications for disabilities, referrals to social services, and financial assistance the Intern must be of good standing moral character and willing to agree to non-disclosure and confidentiality contracts.

Rita Dooley

Director-Veteran Affairs

Pottawattamie County, Iowa

Email: rita.dooley@pottcounty-ia.gov

Office: 712-328-5797

Fax: 712-328-5726

“As we express our gratitude, we must never forget that the highest appreciation is not to utter words, but to live by them.” JFK

Dr. Elliott/Medical Examiner
and Cheri Dahlheim/Chief
Investigator & Coordinator,
Medical Examiner

**Discussion and/or decision to approve Dr. Elliott's
contract renewal.**

**POTTAWATTAMIE COUNTY
MEDICAL EXAMINER AGREEMENT**

This Agreement is effective as of the 1st day of July 2022 by and between Pottawattamie County, Iowa (hereinafter “County”), a governmental entity organized and existing under the laws of the State of Iowa and Dr. Christopher J. Elliott M.D., doing business as The Fountain LLC, a Nebraska Limited Liability Company, (hereinafter the “Medical Examiner”) whose mailing address is located at 1135 S. 87th Street, Omaha, Nebraska 68124.

WHEREAS, the County seeks the services of a County Medical Examiner as set forth in Iowa Code §331.801 et. seq. (2013).

WHEREAS, the Medical Examiner desires to provide the County with medical pathological services described in Iowa Code §331.801 et.seq., and such other services as may be reasonably requested by the County.

WHEREAS, the County and the Medical Examiner (together hereinafter “Parties”) seek to set forth in this Agreement the entire understanding between the Parties as to the terms and conditions for the provision of the Medical Examiner services and fees.

NOW THEREFORE, IN CONSIDERATION of the mutual promises herein contained, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence beginning on the 1st day of July 2022 and continue through December 31, 2024, unless a successor is appointed sooner. The Medical Examiner shall thereafter be appointed for an additional term of two (2) years, or as otherwise prescribed in Iowa Code §331.801.

2. **Services Provided.**

A. The Medical Examiner agrees to faithfully provide the County with the services set forth under Iowa Code §331.801 et. seq. If the Medical Examiner is unable to serve in a particular case, or for a period of time, the Medical Examiner shall promptly notify the County who shall designate another qualified physician to serve as the medical examiner temporarily.

B. The Medical Examiner shall cooperate with and assist all law enforcement officials in the investigation of criminal or other matters disclosed through the work of the Medical Examiner, including the Iowa State Medical Examiner, the Pottawattamie County Attorney’s Office and the Iowa Department of Criminal Investigations. Cooperation shall include, but not be limited to, testifying in court or availability for deposition when requested by law enforcement officials.

C. The Medical Examiner shall provide the County with such other services as may be reasonably requested by the County.

3. Payment.

A. The County agrees to pay the Medical Examiner an annual fee of \$80,000, to be paid in equal monthly installment payments of \$6,666.66 beginning in July 2022. A prorated fee will be paid for any term of less than one (1) year.

B. In addition to the payments provided in paragraph 3(A), the County agrees to pay the Medical Examiner for reasonable expenses related to the performance of his duties under this Agreement. The Medical Examiner agrees to submit expenses for prior approval when possible, and agrees to submit receipts for actual expenses on a timely basis prior to reimbursement or payment by the County.

4. **Licensure and Insurance.** The Medical Examiner shall be licensed in the State of Iowa as a doctor of medicine and surgery, a doctor of osteopathic medicine and surgery, or as osteopathic physician, or as otherwise set out under Iowa law. Medical malpractice coverage shall be provided by the County, per the coverage agreements as outlined in the policy by Iowa Communities Assurance Pool. The Medical Examiner shall be covered as a “Member” of said policy, while acting on behalf of the County, during the course of duties, per limits and exclusions within the policy.

5. Default.

A. In the event that the Medical Examiner shall fail to comply with any term, condition or covenant of this Agreement, the County shall give the Medical Examiner notice of said default, which notice shall detail the nature of such claimed default, and the Medical Examiner shall have ten (10) days after receipt of said notice, within which to cure said default.

B. In the event that the Medical Examiner fails to cure the default within ten (10) days after receipt of said notice, the County may terminate this Agreement immediately.

C. If the Medical Examiner is unable to serve in a particular case or for a particular period of time, Medical Examiner shall promptly notify the Chairman of the County Board of Supervisors, but in no event later than ten (10) days of ascertaining his unavailability. In such case, the County Board of Supervisors shall designate another qualified physician to serve as medical examiner temporarily.

D. The Medical Examiner covenants and agrees that if the Medical Examiner shall at any time fail to perform any act, covenant, term or condition to be performed under this Agreement, the County may appoint another qualified physician to perform any of the Medical Examiner’s services until the default is cured by Medical Examiner. The County may suspend payments to the Medical Examiner during any period of default or unavailability.

6. **Termination.** Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party or as otherwise provided in this Agreement. The Agreement may also be amended or terminated by the County at any time without advance notice to the Medical Examiner due to lack of funds, changes to authorization or legislative changes. No legal action shall exist against the County by the Medical Examiner in the event of any one of the foregoing contingencies or due to a default by the Medical Examiner. The Medical Examiner acknowledges in entering into this Agreement, that the County maintains the ability to terminate or amend this Agreement under the terms specified above and that no legal action shall lie based upon these grounds.

7. **Invalidity of Particular Provisions.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Assignment.** This Agreement shall be binding on the parties hereto and neither party shall assign or transfer his or her interest in this Agreement without the prior written consent of the other party.

9. **Limited Waiver.** The failure of the County to insist on strict performance of any of the terms and conditions hereto shall not be deemed a waiver of the rights and remedies that the County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

10. **Notice.** All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered mail, postage prepaid and return receipt requested to the party to be notified at the address that it maintains as its principal mailing address provided below or such other address as either party from time to time may designate to the other party in writing. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail in the manner proscribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed to the personal service of a summons or other legal process.

Notices to the Parties shall be delivered to the following:

POTTAWATTAMIE COUNTY, IOWA
Chairman
Board of Supervisors
227 South 6th Street, 2nd Floor
Council Bluffs, IA 51501

MEDICAL EXAMINER
Pottawattamie County Medical Examiner
% The Fountain LLC
1135 S. 87th Street
Omaha, NE 68124

11. **Entire Agreement.** This document contains the entire agreement between the Parties, and no statement, promise, or inducements made by either party that are not contained in this written agreement shall be valid or binding upon the Parties. Except as otherwise provided in this Agreement, the Agreement may only be modified in writing signed by the Parties.

12. **Severability of Agreement.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

POTTAWATTAMIE COUNTY, IOWA

MEDICAL EXAMINER

By: Chairman, Board of Supervisors

By: Dr. Christopher J. Elliott

Attest: Melvin Houser, County Auditor

Received/Filed

Public Comments