

Consent Agenda

December 6, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 9:00 A.M. All members present. Chairman Wichman presiding.

PLEDGE OF ALLEGIANCE

9:00 A.M. Closed Session

Motion by Shea, second by Schultz, to go into Closed Session pursuant to Iowa Code §21.5(1)(j) for discussion and/or decision on pending or potential litigation.

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

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

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

10:00 A.M. Regular Meeting

1. CONSENT AGENDA

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

- A. November 29, 2022, Minutes as read.
- B. Buildings and Grounds – Employment of Nolan Pitt as an Electrician.
- C. Buildings and Grounds – Employment of Pete Lenihan as a Maintenance Worker.
- D. November 2022 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Schultz, second by Shea, to approve replacing the seating on the 5th Floor from gaming funds.
UNANIMOUS VOTE. Motion Carried.

Wendy Mueller/Executive Director, West Central Community Action appeared before the Board to give them an update on West Central Community Action and to discuss funding . After discussion a motion by Shea, second by Grobe, to approve funding request of \$15,000 from gaming funds.
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to deny Change Order 10R for Exterior Gate for Treasurer’s Loading Dock.

UNANIMOUS VOTE. Motion Carried.

3. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Conservation – Employment of Madeline Leland, Chloe Orr, and Kallie Larson as Hospitality and Guest Services workers.
 - 2) Conservation – Employment of Jacqueline Aguilar, Charles McGovern, Jake Reimer, and Quintin Ahmann as a Rental Shop Team Members.
 - 3) Conservation – Employment of Jill Torkelson and Logan Laughhunn as a Kitchen Staff Team Leads.
 - 4) Conservation – Employment of Saul Rodriguez, Sarah Schonberner, and William Borgaila as Chair Lift Operators.
 - 5) Conservation – Employment of Clayton Bohnenkamp as a Cleaning and Support Team Members.
 - 6) Conservation – Employment of Nathan Carver as a Kitchen Staff Team Member.
 - 7) Conservation – Employment of Matthew Smith as a Rental Shop Team Lead.
 - 8) Conservation – Employment of Lance Brisbois as a Snowmaking Team Member.
 - 9) Conservation – Employment of Tanner Sasse and Gordon Sepich as a Ski/Snowboard Instructors.
 - 10) Veteran Affairs – Payroll status change for Samuel Pettit.
 - 11) Communications – Payroll status change for Elizabeth Sanders and Torie Brummett.
 - 12) Jail – Payroll status change for Robert Awe.

4. PUBLIC COMMENTS

No Public Comments.

5. ADJOURN

Motion by Schultz, second by Belt, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:30 A. M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Auditor

APPROVED: December 13, 2022
PUBLISH: X

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: November 21st, 2022

ESTABLISHMENT: RENEWAL- DESOTO BEND MINI MART

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: November 21st, 2022

ESTABLISHMENT: **RENEWAL- DESOTO BEND MINI MART**

OWNER: see attached

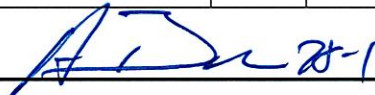
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PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

COMMENTS

Signature



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

FROM: Gina Hatcher

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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLANNING	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input type="checkbox"/>	<input type="checkbox"/>
	Septic system violations	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF	Complaints received	<input type="checkbox"/>	<input type="checkbox"/>
	Citations issued at this establishment	<input type="checkbox"/>	<input type="checkbox"/>
	Owner convicted of a felony within the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Signature

Lea Voss



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Rief Donald

NAME OF BUSINESS(DBA)

Desoto Bend Mini Mart

BUSINESS

(712) 642-3310

ADDRESS OF PREMISES

15001 Hwy 362

PREMISES SUITE/APT NUMBER

CITY

Missouri
Valley

COUNTY

Pottawattamie

ZIP

51555-0000

MAILING ADDRESS

15001 Desoto Ave

CITY

Missouri Valley

STATE

Iowa

ZIP

51555-0000

Contact Person

NAME

Donald Rief

PHONE

(712) 642-3310

EMAIL

drconoco@aol.com

License Information

LICENSE NUMBER

BC0024485

LICENSE/PERMIT TYPE

Class C Beer Permit

TERM

12 Month

STATUS

Active

EFFECTIVE DATE

Jan 1, 2022

EXPIRATION DATE

Dec 31, 2022

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Beer Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

7744 04 400 003

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

District: 072 ROCKFORD TWP/MISSOURI VAL

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

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

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

* Not to be used on legal documents

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

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

* Class is for Assessment purposes only - Not Zoning

Current Value				
2022	Comm. Land	Improvement	Total	Class
Full Value	\$45,000	\$93,100	\$138,100	C
Exempt	\$0	\$0	\$0	C
Net Total	\$45,000	\$93,100	\$138,100	C

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

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

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

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

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

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

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

PDF: 10 MAP: ROCKFORD TWP COMM-10

Date Reviewed: 07/13/20 MEC

LAND.....97138 sqFt 2.23 acres

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

DBA: DESOTO MINI MART

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

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

VERTICALS...Ext Wall: Scr or Hollow Brick

Int Wall: Drywall or Equiv.

Front/Doors: Incl. w / Base

Windows: Comm. Steel Sash

HORIZONTALS..Basement: Incl. w / Base

Roof: Asph. Shingle/ Wood Dk

Ceiling: Drywall

Struc Floor: 4" R'Concrete

Floor Cover: Asphalt Tile

Partitions: Incl. w / Base

Framing: Wood - Light

HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)

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

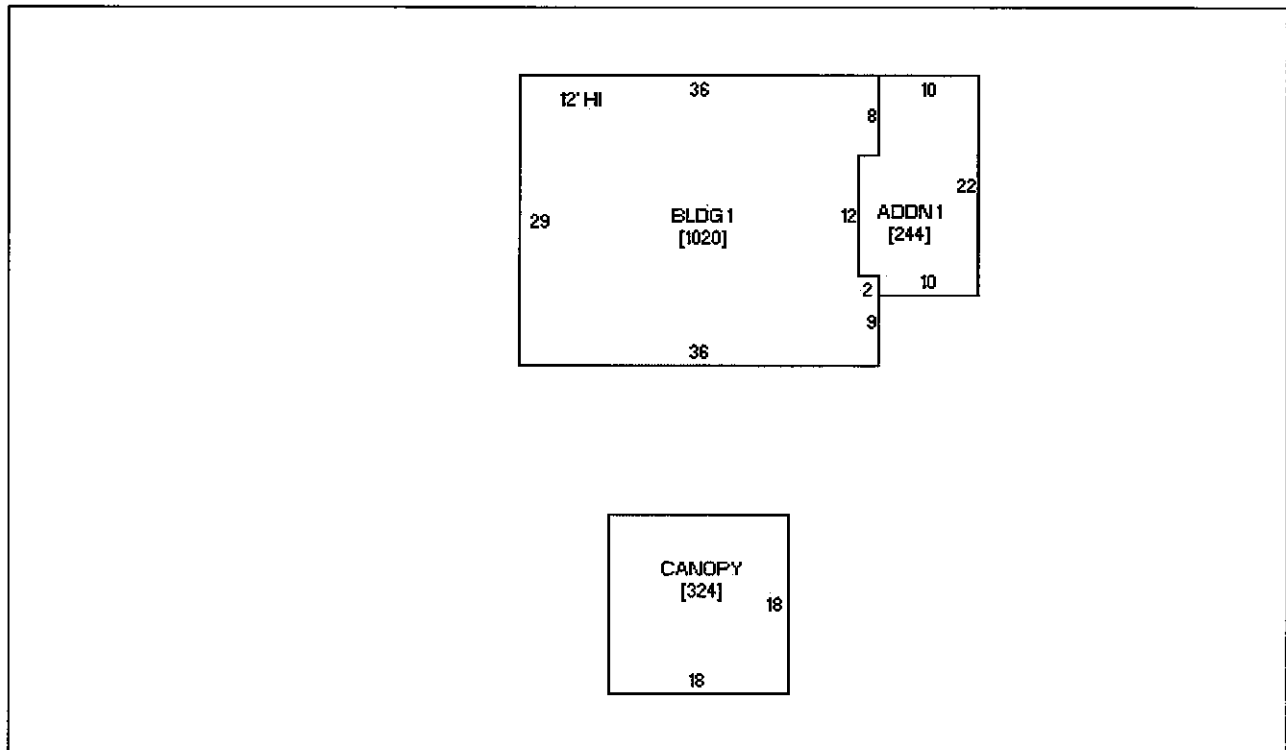
DBA: DESOTO MINI MART

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

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

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

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



15001 DESOTO AVE, RIEF, DONALD D-BRENDA K



15001 DESOTO AVE, RIEF, DONALD D-BRENDA K, 1 07/08/2020

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

Scheduled Sessions

Linda Swolley/Tax & Deed
Specialist, Auditor's Office and
Harrison County Trustee

**Discussion and/or decision to set the commissioner's
rate for the new levee district.**

Linda Swolley/Tax & Deed
Specialist, Auditor's Office and
Harrison County Trustee

**Discussion and/or decision to approve the invoice for
Belin McCormick for the new Levee.**

December 1, 2022

Pottawattamie County Auditor's Office
Attn: Linda Swolley
227 S 6th St
PO Box 649
Council Bluffs, IA 51501

Invoice #: 318842
Client #: C1534
Matter #: 0001
Billing Attorney: MRR

For professional services rendered and disbursements through November 30, 2022:

RE: U.S. Fish & Wildlife

FILED
 2022 DEC -9 AM 9:37
 POTTAWATTAMIE COUNTY
 AUDITOR'S OFFICE

PROFESSIONAL SERVICES RENDERED

Date	Description	Hours
11/08/22	Review of possible issues for upcoming hearing.	.60
11/10/22	Telephone conference with client; research re: notice of hearing.	3.10
11/10/22	Address notice requirements for levy district.	.40
11/11/22	Correspondence with client; research law.	1.80
11/11/22	Review correspondence; address notice.	.30
11/11/22	Research re: notice requirements.	1.00
11/12/22	Research statutory provision.	1.20
11/12/22	Address notice issues.	.30
11/12/22	Research re: rights to notice and object to district establishment.	4.50
11/14/22	Research and revise response letter to USFWS.	2.10
11/14/22	Review and revise correspondence.	.20
11/14/22	Research and drafting memo re: rights to notice under section 468.14; research re: rights of non-district property affected by the district.	5.80
11/15/22	Revise and send email to USFWS; review recording.	2.90
11/15/22	Address notice issues.	.40
11/15/22	Research and drafting memo re: non-district property affected by the district; review correspondence to Fish & Wildlife.	4.30
11/16/22	Prepare for meeting; telephone conference with client.	3.90
11/16/22	Address hearing and notice issues.	.30
11/17/22	Attend hearing.	6.30
11/17/22	Address hearing.	.30

C1534-Coulthard Drainage District No. 2, Harri
0001-U.S. Fish & Wildlife

December 1, 2022
Invoice #: 318842
Billing Attorney: MRR

Date	Description	Hours
11/19/22	Address FWS information request.	.20
11/23/22	Call to Clerk; review documents.	2.20
11/28/22	Correspondence with client	.40
11/29/22	Review correspondence for next issues to address.	1.40
TOTAL		43.90

TOTAL PROFESSIONAL SERVICES \$ 16,253.00

TOTAL THIS INVOICE \$ 16,253.00

December 1, 2022

Pottawattamie County Auditor's Office
Attn: Linda Swolley
227 S 6th St
PO Box 649
Council Bluffs, IA 51501

Invoice #: 318842
Client #: C1534
Matter #: 0001
Billing Attorney: MRR

REMITTANCE ADVICE

RE: U.S. Fish & Wildlife

BALANCE DUE THIS INVOICE

\$ 16,253.00

Please return this advice with payment to:

Belin McCormick P.C.
ATTN: Accounts Receivable
666 Walnut St., Ste 2000
Des Moines, IA 50309

Terms: Due Upon Receipt

Belin McCormick, P.C. requires payment in the form of U.S. Dollars.

Thank you!

Linda Swolley/Tax & Deed
Specialist, Auditor's Office and
Harrison County Trustee

**Discussion and/or decision to approve the change order
and pay request for the Coulthard Levee Repairs for
Project No. 0A1121413.**



**BOLTON
& MENK**

Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

December 5, 2020

Harrison County Board of Supervisors
Attn: Drainage Clerk
Harrison County Courthouse
111 North 2nd Avenue
Logan, Iowa 51546

Re: Coulthard Levee Repairs, Drainage District No. 2
Harrison & Pottawattamie Counties, Iowa
BMI Project No.: A16.121413

Dear Harrison County Board of Supervisors:

We have included 3 signed copies of Change Order No. 1 and Pay Estimate No. 2 for the above-referenced project for your approval.

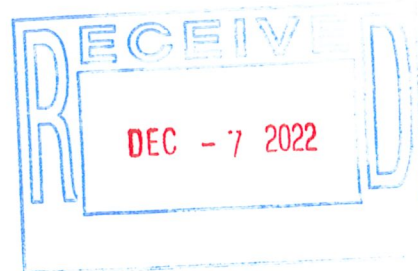
We would recommend approval of the enclosed Change Ordre and Pay Estimate at your next regular meeting. After review, approval, and signatures, please send one (1) copy of the Change Order and Pay Estimate to the contractor (Peterson Contractors) with payment, keep one (1) copy of each for your file, and return the remaining copies to this office.

If you have any questions or additional information is required, please don't hesitate to contact us.

Sincerely,

Bolton & Menk, Inc.

Jonathan P. Rosengren
Project Engineer
A16.121413:csh



enclosures

CHANGE ORDER

No. 1

PROJECT: Coulthard Levee Repairs, Coulthard Drainage District No. 2, Harrison & Pottawattamie Counties, IA

DATE OF ISSUANCE: December 1, 2022

EFFECTIVE DATE: December 1, 2022

OWNER: Coulthard Drainage District No. 2, Harrison & Pottawattamie Counties, Iowa

ENGINEER'S Project No.: 0A1121413

CONTRACTOR: Peterson Contractors, Inc.

ENGINEER: Bolton & Menk, Inc.

You are Directed to Make the Following Changes in the Contract Documents.

Description:

Adjust to Final Quantities

Reason for Change Order:

Adjust to Final Quantities Due to Project Permanently Stopped Because of Permitting Dispute

Attachments: (List Documents Supporting Change)

Change Order No. 1, Attachment A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$1,311,861.30	Substantial Completion: Ready for Final Payment: _____ days or dates
Net Changes from Previous Change Orders No. 0 to No. 1	Net Changes from Previous Change Orders No. 0 to No. 3
\$0.00	
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
\$1,311,861.30	Substantial Completion: Ready for Final Payment: _____ days or dates
Net Decrease of this Change Order	Net (Increase/Decrease/No Change) of this Change Order
-\$776,666.14	
Contract Price with all Approved Change Orders	Contract Times with All Approved Change Orders
\$535,195.16	New Substantial Completion: Ready for Final Payment: _____ days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: Dec 12, 2022

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 12-1-22

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

cc: Coulthard Drainage District No. 2 - Owner
Peterson Contractors, Inc. - Contractor
Bolton & Menk, Inc. - Engineer
File

A16.121413 - Coulthard Levee Repairs
Coulthard Drainage District No. 2
Harrison & Pottawattamie Counties, Iowa

CHANGE ORDER
PAGE -1

**COULTHARD LEVEE REPAIRS, COULTHARD DRAINAGE DISTRICT NO. 2
HARRISON & POTTAWATTAMIE COUNTIES, IOWA
CHANGE ORDER NO. 1, ATTACHMENT A
BMI PROJECT NO. A16.121413**

Item No.	Description	Quantity	Units	Unit Price	Increase	Decrease
	STORM WATER INFRASTRUCTURE IMPROVEMENTS - PHASE 1					
101	LEVEE RECONSTRUCT	-15,030	LF	\$6.10		(\$91,683.00)
102	LOCAL BORROW (REPAIR)	-86,968	CY	\$4.55		(\$395,704.40)
103	CLEARING & GRUBBING	-2,305.00	UNITS	\$7.50		(\$17,287.50)
104	PERMANENT SEEDING	-150	STA	\$410.00		(\$61,500.00)
105	TOPSOIL STRIPPING & PLACEMENT	-23,390	CY	\$4.80		(\$112,272.00)
	SECTION 2 - RING REPAIR					
202	LOCAL BORROW (REPAIR)	-18,950	CY	\$4.55		(\$86,222.50)
203	CLEARING & GRUBBING	-587	UNITS	\$7.50		(\$4,402.50)
204	PERMANENT SEEDING	-3	STA	\$410.00		(\$1,230.00)
206	ROLLED EROSION CONTROL PRODUCT, TYPE 2.C	1,080	SY	\$1.35	\$1,458.00	
207	RIPRAP, CLASS D	1.8	TN	\$43.20	\$77.76	
	SECTION 3 - EROSION CONTROL					
303	SILT FENCE INSTALLATION & REMOVAL	-2,000	LF	\$1.85		(\$3,700.00)
304	TEMPORARY SEEDING	-15	AC	\$280.00		(\$4,200.00)
					\$1,535.76	(\$778,201.90)

NET DECREASE IN CONTRACT PRICE

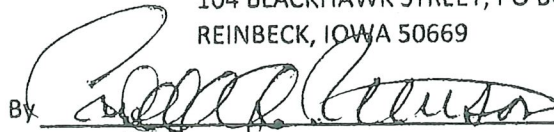
-\$776,666.14

CONTRACTOR'S PAY REQUEST <u>2</u>	DISTRIBUTION:
COULTHARD LEVEE REPAIRS, DRAINAGE DISTRICT NO. 2	CONTRACTOR (1)
HARRISON & POTTAWATTAMIE COUNTIES, IOWA	OWNER (1)
BMI PROJECT NO. A16.121413	ENGINEER (1)
PAY ESTIMATE NO. 2	
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$535,195.16
TOTAL, COMPLETED WORK TO DATE	\$535,195.16
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$535,195.16
RETAINED PERCENTAGE (5%)	\$26,759.76
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$508,435.40
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$461,837.90
PAY CONTRACTOR AS ESTIMATE NO. 2 12/1/2022	\$46,597.50

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.


Contractor: PETERSON CONTRACTORS, INC.
104 BLACKHAWK STREET, PO BOX A
REINBECK, IOWA 50669

By  president
Name: Cordell q. peterson Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 300 W. MCKINLEY STREET, JEFFERSON, IOWA 50129

By , PROJECT ENGINEER
Name: JONATHAN P. ROSENGREN, P.E.

Date Dec 2, 2022

APPROVED FOR PAYMENT:

OWNER: HARRISON & POTTAWATTAMIE COUNTIES, IOWA

By _____ Chairman, Board of Supervisors
Name: WALTER UTMAN Title Date

And _____ Harrison County Auditor
Name: Title Date

Partial Pay Estimate No.:

2

COULTHARD LEVEE REPAIRS

COULTHARD DRAINAGE DISTRICT NO. 2

HARRISON & POTTAWATTAMIE COUNTIES, IOWA

BMI PROJECT NO. A16.121413

WORK COMPLETED THROUGH DECEMBER 1, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
	STORM WATER INFRASTRUCTURE IMPROVEMENTS - PHASE 1							
101	LEVEE RECONSTRUCT	\$6.10	0 LF	\$0.00	0.00 LF	\$0.00	0.00 LF	\$0.00
102	LOCAL BORROW (REPAIR)	\$4.55	0 CY	\$0.00	0.00 CY	\$0.00	0.00 CY	\$0.00
103	CLEARING & GRUBBING	\$7.50	23000 UNITS	\$172,500.00	23000.00 UNITS	\$172,500.00	23,000.00 UNITS	\$172,500.00
104	PERMANENT SEEDING	\$410.00	0 STA	\$0.00	0.00 STA	\$0.00	0.00 STA	\$0.00
105	TOPSOIL STRIPPING & PLACEMENT	\$4.80	0 CY	\$0.00	0.00 CY	\$0.00	0.00 CY	\$0.00
106	MOBILIZATION	\$60,000.00	1 LS	\$60,000.00	0.50 LS	\$30,000.00	1.00 LS	\$60,000.00
	SECTION 2 - RING REPAIR	\$0.00	0 0	\$0.00	0.00 0	\$0.00	0.00 0	\$0.00
201	FILL SCOUR AND REBUILD RING LEVEE	\$34,000.00	1 LS	\$34,000.00	1.00 LS	\$34,000.00	1.00 LS	\$34,000.00
202	LOCAL BORROW (REPAIR)	\$4.55	37820 CY	\$172,081.00	37820.00 CY	\$172,081.00	37,820.00 CY	\$172,081.00
203	CLEARING & GRUBBING	\$7.50	0 UNITS	\$0.00	0.00 UNITS	\$0.00	0.00 UNITS	\$0.00
204	PERMANENT SEEDING	\$410.00	9 STA	\$3,690.00	9.00 STA	\$3,690.00	9.00 STA	\$3,690.00
205	TOPSOIL STRIPPING & PLACEMENT	\$4.80	2833 CY	\$13,598.40	2833.00 CY	\$13,598.40	2,833.00 CY	\$13,598.40
206	ROLLED EROSION CONTROL PRODUCT, TYPE 2.C	\$1.35	9680 SY	\$13,068.00	9680.00 SY	\$13,068.00	9,680.00 SY	\$13,068.00
207	RIPRAP, CLASS D	\$43.20	651.8 TN	\$28,157.76	651.80 TN	\$28,157.76	651.80 TN	\$28,157.76
208	MOBILIZATION	\$25,000.00	1 LS	\$25,000.00	0.50 LS	\$12,500.00	1.00 LS	\$25,000.00
	SECTION 3 - EROSION CONTROL	\$0.00	0 0	\$0.00	0.00 0	\$0.00	0.00 0	\$0.00
301	SWPPP PREPARATION	\$3,100.00	1 LS	\$3,100.00	0.50 LS	\$1,550.00	1.00 LS	\$3,100.00
302	SWPPP MANAGEMENT	\$10,000.00	1 LS	\$10,000.00	0.50 LS	\$5,000.00	1.00 LS	\$10,000.00
303	SILT FENCE INSTALLATION & REMOVAL	\$1.85	0 LF	\$0.00	0.00 LF	\$0.00	0.00 LF	\$0.00
304	TEMPORARY SEEDING	\$280.00	0 AC	\$0.00	0.00 AC	\$0.00	0.00 AC	\$0.00
	TOTAL AMOUNT:			\$535,195.16		\$486,145.16		\$535,195.16

Linda Swolley/Tax & Deed
Specialist, Auditor's Office and
Harrison County Trustee

**Discussion and/or decision to approve the name of the
new levee district.**

**Discussion and/or decision on Township
Trustee and Clerk Compensation.**

**Matt Wyant/Director, Planning and Development and
Regional Water.**

Update on water line.

**Matt Wyant/Director, Planning and Development
and/or Pam Kalstrup/Coordinator, Planning and
Development and/or Ryan Ossell/MAPA**

**Discussion and/or decision to approve and sign
Resolution No. 77-2022 approving the selection
of a contractor for Demo of HMGP acquisition
properties and sign contract.**

RESOLUTION #77-2022
Hazard Mitigation Property Acquisition
Asbestos Abatement and Demolition of Flood Damaged Properties in
Pottawattamie County, Iowa

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

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

WHEREAS, Notice to Bidders was published in the Council Bluffs Nonpareil on September 2nd and 30th, 2022.

WHEREAS, said bids were required to be submitted to Pottawattamie County, Iowa, on or before December 2, 2022, and

WHEREAS, Pottawattamie County received 2 bids, and have opened said bids at the Pottawattamie County Planning Department Offices on December 5, 2022, and

WHEREAS, the County has determined that Cox Contracting Co., Inc. has submitted the lowest bid, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that the contract to perform the said Asbestos Abatement and Demolition Work is hereby awarded to Cox Contracting Co., Inc. in the total amount of \$142,000.00, and that the Chairman is authorized to execute said Contract by signing the Letter of Engagement with this contractor.

PASSED AND APPROVED DECEMBER 13, 2022.

ROLL CALL VOTE
AYE NAY ABSTAIN ABSENT

Tim Wichman, Board Chairman

Scott Belt

Brian Shea

Lynn Grobe

Justin Schultz

Attest: _____

Melvyn Houser, County Auditor
Pottawattamie County, Iowa

Project - Hazard Mitigation Property ACM Removal and Demolition

For the Pottawattamie County, Iowa

Contractor: Cox Contracting Co, Inc.

Address: 16419 Franklin Ave, Council Bluffs, IA 51503

Phone/Email: coxcontracting@qwestoffice.net, 712-322-3088

THIS AGREEMENT, entered into this ____ day of December, 2022, is by and between the Pottawattamie County, Iowa, (hereinafter called the County), and Cox Contracting Co, Inc. (hereinafter called the Contractor).

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

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

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

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

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

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

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for ACM abatement, demolition removal work including basement foundation; debris disposal; furnishing and placing backfill; site clearance; all permits, licenses, inspections, water and sewer disconnections; complying with all laws, rules, regulations, and ordinances, including safety; and furnishing all material, equipment, tools and labor to complete the work, in accordance with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on December 2, 2022, from the Contractor.

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

TOTAL, not to exceed: \$142,000.00

Term

The term of this Agreement is from the execution date until December 31, 2023. The Agreement may be extended as agreed by written mutual consent of the County and Contractor.

Work Commencement

The work shall commence within five (5) days after being notified by the County and shall be completed within 90 days of the issuance of Notice to Proceed for the homes in said notice.

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

Payment

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

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

Government-Mandated Provisions

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

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

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

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

- B. Termination for Cause. The County may terminate this Agreement as set out in Section A.
- C. Termination for Convenience. The County may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.
- D. Contractor shall comply with the provisions of "Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards" attached as Attachment A.
- E. Contractor shall maintain an active SAM.gov registration for the duration of the contract.
- F. Contractor shall comply with the following laws and regulations:
 - 1. Title VI of the Civil Rights Act of 1964 (P .L. 88-352), which states that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - 2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - 3. Federal Executive Order 11063, as amended by Executive Order 12259, Equal Opportunity Housing.
 - 4. Iowa Civil Rights Act of 1965, which mirrors the Federal Civil Rights Act.
 - 5. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - 6. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.), which provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - 7. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794), which provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
 - 8. Americans with Disabilities Act (P.L. 101-336,42 U.S.C. 12101-12213), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
 - 9. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u), the purpose of which is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be

directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

G. Access to Documents. Contractor shall exercise best efforts to maintain communication with the County's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, the Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to the County, the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the County, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the County's use of such documents on other projects.

H. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

I. Insurance Requirements. The Contractor, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from the Contractor's obligations and activities.

1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
2. Automobile Liability Insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.
3. General Liability Insurance with limits of liability of at least \$1,000,000 per occurrence for bodily injury and property damage. As a minimum, coverage for premises, operations, products and completed operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
4. Certificate of Insurance Requirements. The Pottawattamie County, its officers and employees shall be designated as additional insured's. The minimum limits of liability coverage required by the County are

\$1,000,000 for each of the following types: General Liability Coverage, Automobile Liability Insurance, and Worker's Compensation and Employer's Liability.

The following address must appear in the Certificate Holder section: 227 S 6th St # 400, Council Bluffs, IA 51501. Certificates may be sent by email, fax, mail, or delivery. The Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.

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

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

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

APPROVED BY:

CONTRACTOR

POTTAWATTAMIE COUNTY

Katy G. Cox / President
12/6/2022

Date

Date

Alesha Norman
Attested by

12/6/2022
Date

Attested by

Date

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

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
United Utilities and Excavation, LLC
1318 Avenue K
Council Bluffs, IA 51501

OWNER:

(Name, legal status and address)

Pottawattamie County, IA Courthouse Annex
223 6th Street
Council Bluffs, IA 51501

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

PROJECT:

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

Hazard Mitigation Property ACM Removal and Demolition for the Pottawattamie County, Iowa - Demolition of 6 Homes

SURETY:

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

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

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

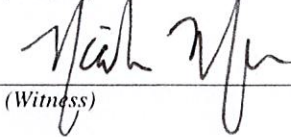
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 2nd day of December, 2022

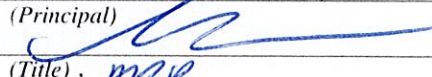

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(Witness)

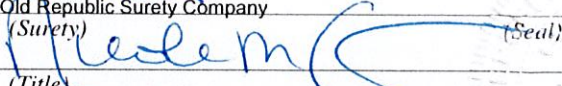
United Utilities and Excavation, LLC

(Principal)

(Seal)


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

(Seal)


(Title) Nicole M. Coty

Attorney-in-fact

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

init.

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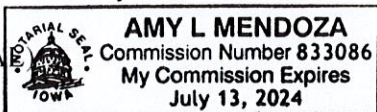
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CORPORATE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Pottawattamie

On the 2nd day of December, 2022, before me personally appeared, Glen Vanderpool to me, who being duly sworn, did depose and say: that s/he resides in Council Bluffs that s/he is the member of the United Utilities and Excavation, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

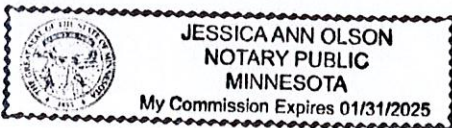
(SEAL)  **AMY L MENDOZA**
Commission Number 833086
My Commission Expires
July 13, 2024

Amy L Mendoza
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 2nd day of December, 2022 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Old Republic Surety Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)  **JESSICA ANN OLSON**
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2025

Jessica A. Olson
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of July, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

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

40-0171



Signed and sealed at the City of Brookfield, WI this 2nd day of December, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

NORTH RISK PARTNERS LLC

EXHIBIT C - BID TABULATIONS

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

	<u>Address</u>	<u>Amount per Housing Unit</u>
1.	14897 Marigold Lane	\$ <u>55,000</u>
2.	32603 140 th St	\$ <u>55,000</u>
3.	30058 152 nd St	\$ <u>55,000</u>
4.	30070 N 152 nd St	\$ <u>58,000</u>
5.	15273 Missouri Ave	\$ <u>55,000</u>
6.	26997 152nd St	\$ <u>N/A</u>
7.	24699 152 nd St	\$ <u>55,000</u>
8.	24687 152nd St	\$ <u>N/A</u>
9.	29420 Sandy Loop	\$ <u>N/A</u>
10.	25465 Meadowlark Loop	\$ <u>N/A</u>
Total:		\$ <u>N/A</u>

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


Preparer's Signature:  Date: 12/2/22

EXHIBIT D - SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full. Our bid, consisting of the sum total of the tabulated amounts submitted for each site, is not to exceed \$ 330,000

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

Submitting Firm: United Utilities & Excavation LLC
Address: 1318 Ave K
County: Butt State: IA Zip: 51101

Attach Firm's Iowa Contractor's License.

Authorized Representative (print name and title): Glen Vandeyoal MBR.

Authorized Representative's Signature: 

Date Signed: 12/2/22

Email: glen@uueillc.com Phone: 402 990 8675 Fax: _____

Exceptions/deviations to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions". None

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

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

Addenda Number 1 Date _____

Addenda Number _____ Date _____

**UNITED
UTILITIES & EXCAVATION**

**1318 AVE k, Council Bluffs, IA 51501
402-990-8675**

Demo projects: Pott co, hazard mitigation property acm removal and demolition

Asbestos contractor : mcgill

State or fed citations: none

References: Pott co. planning department, city of council bluffs



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

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

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

DATE ISSUED:

11/30/2022

DATE EXPIRES:

11/30/2023

REGISTRATION NUMBER:

C144205

UNITED UTILITIES & EXCAVATION LLC
1318 AVE K AVE BLDG
COUNCIL BLUFFS, IA 51501

Rod A. Roberts, Labor Commissioner

EXHIBIT C - BID TABULATIONS

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

	<u>Address</u>	<u>Amount per Housing Unit</u>
1.	14897 Marigold Lane	\$ <u>32,000.00</u>
2.	32603 140 th St	\$ <u>14,000.00</u>
3.	30058 152 nd St	\$ <u>25,000.00</u>
4.	30070 N 152 nd St	\$ <u>23,000.00</u>
5.	15273 Missouri Ave	\$ <u>19,000.00</u>
6.	26997 152 nd St	\$ _____
7.	24699 152 nd St	\$ <u>29,000.00</u>
8.	24687 152 nd St	\$ _____
9.	29420 Sandy Loop	\$ _____
10.	25465 Meadowlark Loop	\$ _____
Total:		\$ <u>142,000.00</u>

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

Preparer's Signature: Kathy G. Cox Date: 12/1/2022

SEE ATTACHED Pages.

Attached a brief narrative in response to the following questions:

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

EXHIBIT D - SIGNATURE PAGE

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full. Our bid, consisting of the sum total of the tabulated amounts submitted for each site, is not to exceed \$ 142,000.00

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

Submitting Firm: Cox Contracting Co., INC.
Address: 16419 Franklin Ave, Council Bluffs
County: Pottawattamie State: IA Zip: 51503

Attach Firm's Iowa Contractor's License.

Authorized Representative (print name and title): Katy L Cox - President

Authorized Representative's Signature: Katy L. Cox

Date Signed: 12/2/2022

Email: ☐ Phone: 712-322-3088 Fax: 712-322-1844
CoxContracting@Qwestoffice.net

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

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

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

Addenda Number 1 Date 11/08/22
Addenda Number 2 Date 11/17/2022



Brief Narrative in response to your 6 Questions on page 14 in the bid paperwork.

Some of our Residential demolition projects completed in the last 2 years:

1. Please see attached list of the 60 Flooded houses we demolished for the City of Hamburg, Ia -- Buyout program demolition services – 2021 thru 2022 Bid went thru Southwest Iowa planning council Sandy Hansen was the team leader for the project for the city of hamburg Contact info: 712-243-4196
 - a. We also did another 20 flooded houses for Freemont County - for the Hazard Mitigation Grant Program Sandy Hansen with Southwest Iowa Planning Council was their team leader as well on this project. Her contact info: 712-243-4196
 - b. I have attached a few more projects we have done in the last 2 years. See attached sheets
2. Jamco Abatement services has removed the asbestos in mostly all the houses and buildings we have done over the years that needed done, which were several of them including a lot in the Hamburg and Freemont flooded houses we tore down. There license number is 46951-22
3. No Citations or Fines
4. HDC Development Company LLC - Travis Scott 302-363-4733 City of Omaha – Deb Ingraham or Scott Lane We have done a lot of work for both
5. Copy of our License is included in the paperwork in this bid
6. Bid Bond from my surety company is also included in this paperwork for bid

Katy L Cox / President
Cox Contracting Co., Inc.
16419 Franklin Avenue
Council Bluffs, Iowa 51503

Hamburg, IA Flood Houses we demolished & Haul away.
 Attachment 3: Property List – Bid Tab (subject to change).

Property Address	Bid
1004 Lake St. Hamburg, IA 51640	Demolition DONE ON ALL
1009 Jefferson St. Hamburg, IA 51640	2021-2022
102 Argyle St. Hamburg, IA 51640	By Cox Contracting Co.
105 Argyle St. Hamburg, IA 51640	
1110 Adams St. Hamburg, IA 51640	
115 Main St. Hamburg, IA 51640	
201 Park St. Hamburg, IA 51640	
203 North St. Hamburg, IA 51640	
204 Argyle St. Hamburg, IA 51640	
206 Argyle St. Hamburg, IA 51640	
206 Park St. Hamburg, IA 51640	
207 North St. Hamburg, IA 51640	
207 Park St. Hamburg, IA 51640	
209 North St. Hamburg, IA 51640	
213 Argyle St. Hamburg, IA 51640	
214 Main St. Hamburg, IA 51640	
220 Park St. Hamburg, IA 51640	
300 Argyle St. Hamburg, IA 51640	
301 Argyle St. Hamburg, IA 51640	
303 Main St. Hamburg, IA 51640	
304 Main St. Hamburg, IA 51640	
304 North St. Hamburg, IA 51640	
306 Main St. Hamburg, IA 51640	
309 George St. Hamburg, IA 51640	
310 Argyle St. Hamburg, IA 51640	
310 North St. Hamburg, IA 51640	
315 Main St, Hamburg, IA 51640	
400 Park St. Hamburg, IA 51640	
401 Main St. Hamburg, IA 51640	
403 Main St. Hamburg, IA 51640	

405 Park St. Hamburg, IA 51640	DEMOLITION DONE ON ALL HOUSES
408 Park St. Hamburg, IA 51640	
409 Argyle St. Hamburg, IA 51640	2021-2022
410 Main St. Hamburg, IA 51640	
413 Main St. Hamburg, IA 51640	
413 Washington St. Hamburg, IA 51640	
414 Main St. Hamburg, IA 51640	
500 Main St. Hamburg, IA 51640	
504 Argyle St. Hamburg, IA 51640	
504 Main St. Hamburg, IA 51640	
505 Argyle St. Hamburg, IA 51640	
505 Main St. Hamburg, IA 51640	
506 Argyle St. Hamburg, IA 51640	
507 Main St. Hamburg, IA 51640	
507 Washington St. Hamburg, IA 51640	
508 Main St. Hamburg, IA 51640	
508 Park St. Hamburg, IA 51640	
511 Argyle St. Hamburg, IA 51640	
511 Washington St. Hamburg, IA 51640	
514 Main St. Hamburg, IA 51640	
601 Bluff St. Hamburg, IA 51640	
605 Main St. Hamburg, IA 51640	
800 E St. Hamburg, IA 51640	
807 E St. Hamburg, IA 51640	
810 E St. Hamburg, IA 51640	
811 Argyle St. Hamburg, IA 51640	
904 Willow St. Hamburg, IA 51640 - (shares lot with 906)	
906 Lake St. Hamburg, IA 51640	
906 Willow St. Hamburg, IA 51640 - (shares lot with 904)	
910 Lake St. Hamburg, IA 51640	

Total Bid:



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

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

DATE ISSUED:
02/14/2022

DATE EXPIRES:
03/29/2023

REGISTRATION NUMBER:
C112830

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

Rod A. Roberts, Labor Commissioner



Cox Contracting Co., Inc.

335 23rd Avenue
Council Bluffs, Iowa 51501
Phone: 712-322-3088 / 402-306-4379
Demolition, Excavation & Salvage

JOB REFERENCES PERTAINING TO HOUSE Demolitions like this job we are bidding, etc.

Been in business since 1984 and doing Demolition of Structures of all sizes (commercial & Residential since 1990.

<u>DEMO PROJECTS</u>	<u>CONTACTS</u>	<u>PHONE</u>
Complete Demo of OPS High School Ryan/Liberty on 60 th & L, Omaha, Ne	McCarthy Building Co, Inc. Brain Mueller	1-920-207-7186
Complete Demolition of several Houses, Garages, driveways, sidewalks and trees	City of Council Bluffs Bldg Division Steve Carmichael	712-328-492
Complete Demo of several structures including Houses, Garages, driveways, buildings & trees	City of Omaha Planning Dept Scott Lane	402-444-5150
Complete Demolition of several large bldgs On Farnam St. Omaha, Ne	Project Advocates LLC Charlie Gill	402-510-2264
Complete Demo of Portable Classrooms	Omaha Public Schools – District Dave Fannon	402-306-0656
Complete demo of several houses Council Bluffs	Iowa Department of Transportation Pott County / Mark Dunn	1- 515-239-1414

Some of the Demolition projects Cox Contracting Co., Inc. has completed and Name & <u>Location of Project</u>	<u>Owner, Engineer or Builder of buildings or houses we demolished.</u>	<u>Completion Date</u>
Journal Star 9th & P Street - Lincoln complete demolition	Gana Trucking and Excavating - 2200 Panama Road - Martell, NE 68404 Jake Whitefoot 402- 794-4313	February 7, 2022
813 22nd Avenue - Council Bluffs Old Reliance Battery Factory complete demolition	City of Council Bluffs Community Development - 209 Pearl Street - Council Bluffs, IA 51503 Dessie Redmond 712-890- 5350	January 25, 2022
Edwards Auto Building complete demolition	Redmond Group W228 N745 Westmound Dr. Waukesha, WI 53186 1-262-549-9600	December 22, 2021
Copper Creek Apartment building complete demolition	HDC Development - 703 19th Ave. NE - St. Joseph, MN 1(320)363- 4733	November 22, 2021
2118 Browne Street - Omaha complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	November 10, 2021
Removal and disposal of two tanks	Red Giant Oil Company LLC. - 1701 S. 3rd Street - Council Bluffs, IA 51503 Matt Foje 712- 828-7355	August 23, 2021
4810 S 51st Street - Omaha complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	July 8, 2021
5105 N. 38th Street - Omaha complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	July 8, 2021
Edison Elementary Portables demolition	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Adam Sawyer 402-306-0656	July 7, 2021
3924 N. 26th Street - Omaha complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	May 25, 2021
6636 N. 31st Avenue - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	May 13, 2021
914 Avenue D - Council Bluffs Complete demolition	Rodney Fox 402-690-1496	May 11, 2021
7267 Pinkney Street - Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	April 8, 2021
Demolition and clearing of entire city block of 44th and Douglas - Omaha	Greg Coleman - ML Construction 7914 W. Dodge Road #426 - Omaha, NE 68114	March 23, 2021
3425 16th Avenue - Council Bluffs Complete demolition	Duke Rentals 3400 Nebraska Avenue - Council Bluffs, IA 51503 402-510-6841	March 9, 2021

3917 Binney Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	March 5, 2021
1100, 1009, 1000, 1023 & 1019 Main Street Complete demolitions	City of Hamburg P.O. Box 106 1201 Main Street - Hamburg, IA 51640 Alen Doval 712-382-1313	February 24, 2021
1221 S. 15th Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	February 12, 2021
1808 Corby Street - Omaha Complete demolition	Omaha Habitat for Humanity - 1701 N. 24th St. - Omaha, NE 68110 Dan Brewer 402-457-5657	February 8, 2021
3326 N. 105th Plaza - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 29, 2021
1462 Wirt Street - Omaha Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 26, 2021
1506 & 1508 Avenue E - Council Bluffs, IA Complete demolition	Lakewood Residential Mgmt LLC. 402-980-0046	January 19, 2021
4126 Grand Avenue Complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 7, 2021
3907 N. 17th Street complete demolition	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 13, 2021
5211 N. 8th Street East demoliton	City of Omaha Planning Dept. - 1819 Farnam St., Suite 1003 - Omaha, NE 68183 Scott Lane (402)444-5150	January 5, 2021
1010 34th Avenue - Council Bluffs complete demolition	Redmond Group W228 N745 Westmound Dr. Waukesha, WI 53186 1-262-549-9600	November 20, 2021
H&H Auto Dealership Demolition 710 & 716 N. 102nd Street	Lockwood Development 12910 Pierce Street, Suite 110, Omaha Ne John Woods - 402-933-3663	October 10, 2020
Complete Demo of Large building at 1010 Childs Road, Bellevue, Nebraska	Omaha Public Schools - District Operational Services - 4041 N. 72nd St. - Omaha, NE 68134 Adam Sawyer 402-306-0656	June 1, 2020
Complete demo of 3 structures at 1008, 1016, 1018 Wright Road, CB, Iowa	Shoppes at Manawa LLC 1900 Custer Lane, Council Bluffs, Iowa Jarred Jeffries 402-917-4242	February 28, 2020
Interior Demo of Mini Cooper Dealership in Omaha, Ne	Lockwood Development 12910 Pierce Street, Suite 110, Omaha Ne John Woods - 402-933-3663	February 25, 2020
Complete Demo of Baymont Hotel @ 3301 S. 72nd street, omaha, Ne	Greg Coleman - ML Construction 7914 W. Dodge Road #426 - Omaha, NE 68114	November 18, 2019
Complete demolition of 3 Old Ryan/Liberty High School buildings off 60th & L Street Omaha, Ne	McCarthy Building Companies, Inc. - 14217 Dayton Cir., Suite 8 - Omaha, NE. Brian Mueller 920-207-7186	October 27, 2019

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

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

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

OWNER:

(Name, legal status and address)

Pottawattamie County
227 S 6th St
Council Bluffs, IA 51501

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

PROJECT:

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

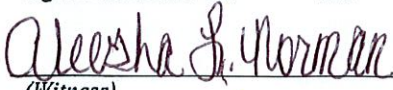
Pottawattamie County Property Acquisition Program - demolition of 6 flood damaged properties Project Number, if any:

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

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

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

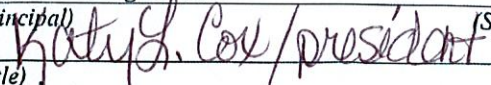
Signed and sealed this 2nd day of December, 2022


(Witness)


(Witness)

Cox Contracting Co, Inc.

(Principal)

 (Seal)

Hudson Insurance Company

(Surety)

 (Seal)
(Title) Seth Weedin, Attorney-in-Fact

Init.



BID BOND POWER OF ATTORNEY

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

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

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 5th day of July, 20 22 at New York, New York.



Attest: [Signature]
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: [Signature]
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 5th day of July, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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



Witness the hand of the undersigned and the seal of said Company this 2nd day of December, 20 22.

By: [Signature]
Dina Daskalakis, Corporate Secretary

Other Business

**Discussion and/or decision to approve the
following appointment to the Compensation
Board: Recorder – George Farrage.**

Discussion and/or decision on commission appointments.

Received/Filed

Fee Book (11/01/2022 - 11/30/2022)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #11/01/2022# AND {FMXFUS01_RPT_POTT.TndrDate} <= #11/30/2022#

	Count	Total Fund Amount
Recording Fees		
RMA	1112	\$1,119.00
E-Commerce	1112	\$1,119.00
Audit	333	\$1,840.00
Recording	1112	\$27,115.00
County Transfer Tax	175	\$23,026.58
State Transfer Tax	175	\$110,462.02
Photo Copies	19	\$242.00
Total For Recording Fees	4038	\$164,923.60
Other Fees		
COUNTY PASSPORT POSTAGE FUND	45	\$7,246.10
Total For Other Fees	45	\$7,246.10
Boats		
Boat Writing	14	\$48.75
Boat State	13	\$596.60
Boat Title County	7	\$45.00
Boat Title State	7	\$58.50
Boat Liens State	3	\$19.50
Use Tax	14	\$9,677.31
Boat Lien County	3	\$15.00
Road Pass	11	\$900.00
DNR Postage	12	\$18.00
Plat Book	1	\$35.00
Total For Boats	85	\$11,413.66
Hunt and Fish		
Hunt Fish County	1	\$2.50
Hunt Fish State	1	\$149.50
Total For Hunt and Fish	2	\$152.00
ELSI		
ELSI Couny	33	\$355.00
ELSI State	18	\$1,752.50
Total For ELSI	51	\$2,107.50
Vitals		
Cert Copy County	52	\$1,888.00
Cert Copy State	52	\$5,192.00
Marriage County	32	\$128.00
Marriage State	32	\$992.00
Total For Vitals	168	\$8,200.00
Collected Total:		\$194,042.86
Charged Total:		\$49.00
Grand Total:		\$194,091.86

Recorder

	43763	Nov-22		ck# 5280	
Amount	Account #	Account Name			
\$2,016.00	0001-1-07-8110-413000-000	Vital Records			
\$1,119.00	0024-1-07-8110-400001-000	RMA			
\$355.00	0001-1-07-8110-409000-000	ELSI			
\$23,026.58	0001-1-07-8110-404000-000	Transfer Tax			
\$27,357.00	0001-1-07-8110-400000-000	Office Fees			
\$1,840.00	0001-1-07-8110-410000-000	Auditor Fees			
\$48.75	0001-1-07-8110-402000-000	Boat Writing Fee			
\$15.00	0001-1-07-8110-402000-000	Boat Liens			
\$7,246.10	0001-1-07-8110-414000-000	Passports			
\$18.00	0001-1-07-8110-415000-000	DNR Boat Postage			
\$900.00	0001-1-07-8110-407000-000	ATV ROADPASS			
\$2.50	0001-1-07-8110-417000-000	Hunting/Fishing License			
\$35.00	001-1-07-8110-501000-000	Plat Books			
	001-1-07-8110-501000-000	Plat Books Postage			
\$63,978.93	Total		Checks prepared by: <i>AM</i>		

*mailem Hebling
office manager*

Public Comments

Closed Session

BUDGET STUDY SESSIONS