

# **Consent Agenda**

May 28, 2024

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a motion was made by Shea, and second by Jorgensen, to remove item 2. C. from the agenda and to approve Consent Agenda:

- A. May 21, 2024, Minutes as read.
- B. Treasurer – Employment of Candace Diamond as a Clerk II in Treasurer’s Office.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Discussion on disaster recovery response update from department heads.  
Discussion only. No Action Taken.

Marielle Anne Alipio/Public Information Officer, Office of Disaster Recovery and Resilience appeared before the Board to discuss the services offered by the Small Business Administration (SBA) Office of Disaster Recovery and Resilience (ODR&R) to assist Iowa businesses and residents affected by the severe storm and tornadoes from April 26 and 27.  
Discussion only. No Action Taken.

Marie Sieck/Administrator, Public Health appeared before the Board to give an update on Public Health.  
Discussion only. No Action Taken.

Motion by Belt, second by Shea, to open Public Hearing on Development Agreement with RMP 87 Development, LLC.

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

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

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

Motion by Wichman, second by Shea, to approve and authorize Chair to sign Development Agreement with RMP 87 Development, LLC.

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

Motion by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 43-2024** entitled: Resolution Approving Development Agreement with RMP 87 Development, LLC, Authorizing Tax Increment Payments, and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

**RESOLUTION 43-2024**

Resolution Approving Development Agreement with RMP 87 Development, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the Board of Supervisors (the “Board”) of Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2024 RMP Housing Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Board has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the “Agreement”) between the County and RMP 87 Development, LLC, (the “Developer”) has been prepared in connection with the construction by the

Developer of public infrastructure necessary to support the development of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the County would provide tax increment payments to the Developer in a total amount not exceeding \$400,000; and

WHEREAS, the Board, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 28, 2024, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

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

Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

The Agreement is hereby approved, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this Board of Supervisors. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the County under the Agreement shall be subject to annual appropriation by the Board, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the County’s obligations under the Agreement shall be payable solely from a subfund (the “RMP 87 Development, LLC Subfund”) which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from certain real property described as follows:

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel “F”, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

Section 5. The County hereby pledges to the payment of the Agreement the RMP 87 Development, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the RMP 87 Development, LLC Subfund are appropriated for such purpose by the Board of Supervisors.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the RMP 87 Development, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 28, 2024.

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____ Tim Wichman	<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"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

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

**3. OTHER BUSINESS**

Melvyn Houser/Auditor and Jeannette Johnson/Executive Assistant, Board of Supervisors appeared before the Board to discuss digitizing the minute books and the drainage district information. Discussion Only. No Action Taken

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.

**5. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Southwest Iowa Juvenile Detention Center – Employment of Thomas Blakeley as a Part-time Youth Corrections Worker.
  - 2) Sheriff – Payroll status change for Douglas Kelsey.
  - 3) Conservation – Employment of Will Beiermann as a Seasonal Park Aide at Arrowhead.
  - 4) Conservation – Employment of Michelle Jones as a Part-time Environmental Educator.
  - 5) Communications – Payroll status change for Madison Farley.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:12 A. M

\_\_\_\_\_  
Susan Miller, Chair  
ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

APPROVED: June 4, 2024  
PUBLISH: X

# **Scheduled Sessions**

**Discussion and/or decision on disaster recovery response.**

**Cheri Dahlheim/Chief Medical  
Examiner Investigator, Cody  
Pane/Investigator, Medical  
Examiner and Dr.  
Elliott/Medical Examiner**

**Discussion and/or decision to revise autopsy  
transportation fees.**

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

**Annex Building Demolition Project; Bid opening.**



# **Request for Proposal**

**Annex Building Demolition**

**223 South 6<sup>th</sup> Street**

**Council Bluffs, IA 51501**

**Pottawattamie County**

**227 South 6th Street**

**Council Bluffs, IA 51501**

**April 22, 2024**

## **1.1 Intent of Request for Proposals (RFP)**

The purpose of this Request for Proposals is to solicit competitive sealed proposals from qualified and experienced individual(s) or firm(s) to provide safe and efficient demolition services for Pottawattamie County.

Pottawattamie County is requesting bids for the demolition and site clearance of the blighted Annex Building structure, together with curbs and trees within the demolition area (see exhibit A) located at 223 South 6<sup>th</sup> Street in Council Bluffs, Iowa 51501. The Annex Building is a two-story 10,752 gross SF brick on block structure built in 1955. The successful Contractor will be expected to provide all tools, transportation, labor, and equipment necessary to perform the required duties herein. The overall objective of this project is to remove the structure, debris, identified trees, site components, etc. and to leave the ground empty, level, and ready for future development of a parking lot.

## **1.2 Bid Requirements.**

Bids must be sealed and submitted in a timely manner. Bidders shall provide (1) sealed copy of the proposal and it MUST be labeled on the outside with *Annex Building Demolition*. Proposals must be submitted before 10:00 a.m. on June 4, 2024. Bids will be opened publicly in the Board of Supervisors Hearing Room. Mail or hand deliver to the Pottawattamie County Board of Supervisor's Office on the second floor of the Courthouse located at 227 S. 6<sup>th</sup> Street, Council Bluffs, IA 51501. Any proposal received after that deadline will be deemed non-responsive and will not be considered for evaluation. Faxed copies will not be accepted.

Bids must be submitted on the bid proposal form at the end of this RFP and must be typed or written in ink and signed. Bids must be signed by an official of the company authorized to bind the offeror. The proposed price shall be good for a period of at least ninety (90) days from the submittal date. Pottawattamie County reserves the right to refuse any and all bids and to waive any technicalities and formalities. Pottawattamie County reserves the right to negotiate with all qualified offerors and reserves the right to cancel this solicitation in part or in its entirety if it is in the best interest of the county to do so. Any agreement for services is subject to board approval.

A voluntary Pre-Bid walk-through at the demolition site (223 S. 6<sup>th</sup> Street, Council Bluffs, IA 51501) will available be request. Sent request via email to: [jason.slack@pottcounty-ia.gov](mailto:jason.slack@pottcounty-ia.gov) a walk-through is not mandatory to qualify to bid project.

Those wishing to submit a bid for the project must provide in the bid packet, at a minimum, the following items:

- Completed bid proposal form (Attachment 1).
- Documents showing OSHA 10-hour certification.
- Proof of all other appropriate professional licensing as required by the State of Iowa.
- Proof of Insurance: General Liability, Workers Comp, Automobile (must be current).
- W-9 form.

This solicitation does not commit Pottawattamie County to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

## **2. Pottawattamie County's Provisions**

- 2.1. The county will remove fiberoptic connection from the site.
- 2.2. The structure will be vacated, asbestos abatement conducted, and asbestos report will be provided to the demolition contractor. Asbestos removal by Contractor is not required under this agreement.
- 2.3. The County will provide restroom facilities and water for means of dust control as needed.
- 2.4. The County will provide necessary geotechnical testing once project is complete.

## **3. Scope of Service**

3.1. Fees. Contractor is responsible for all permits, fees, inspections, certifications, and approvals necessary to demolish the buildings as outlined by the standards established by federal, state, and local authorities.

3.2. Utilities and Terminations. Contractor will be responsible for cutting and capping water at the main and sewer at the curb, manage electrical and natural gas terminations.

3.3. Demolition and site clearance. Contractor shall demolish and remove all above and below ground debris and appurtenances including but not limited to; the main structure and footings, foundations, floors, private sidewalks, and debris of any kind. Contractor shall include the demolition and removal of all parking slabs, concrete and/or asphalt flatwork (not including city sidewalk and curb/gutter), or any underground piping, junk, trash, or trees which may be present. No debris shall be left or buried on the site. Demolition methods must include a means of controlling dust generated on the site. Should these means include the use of water, the county will provide water from the adjacent Courthouse. All removal from this site of debris, rubbish, and other materials resulting from demolition operations must be disposed of in a legal manner.

3.4. Green Waste: Contractor will remove all trees and plant material. Tree removal shall include completely removing tree stumps.

3.5. Backfill. Excavated areas associated with the removal of all substructures should be backfilled to grade with a well-graded granular material having a maximum size of 2 inches.

3.6. Environmental Contaminant Discovery. If underground hydraulic, oil or gas tanks are discovered present in the demolition area, Contractor must stop work immediately and notify the County, then:

- Identify size and location of tank.
- Determine levels of contaminants.
- Wait for County approval and further instructions.

3.7. Project Schedule. Permit issuance and utility disconnection must be done within one (1) month of Notice to Proceed. Annex Building Demolition Project must be completed within 3 weeks of utility disconnection. Liquidated damages will be levied (see section 3.8).

3.8. Liquidated damages. The Contractor will promptly notify Pottawattamie County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of services. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the County of the steps the Contractor is taking or will take to do so, and the projected actual completion time. If the Contractor believes a delay in performance by the County has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay. The Contractor acknowledges that untimely performance or other material noncompliance will damage the county. If the Contractor fails to deliver on time, the Contractor agrees to pay Pottawattamie County as liquidated damages, and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

3.9. Infrastructure Protection. Protect City sidewalk, drive approaches, curb/gutter and street by means acceptable with the City of Council Bluffs. Protect county concrete on the South side of the site.

3.10. Salvage and Recycling: Salvage rights belong to the Contractor after Notice to Proceed is issued. All portions of the demolitions must be removed, to include scrap metals, concrete, and other materials. Contractor may sell any and all materials and retain any proceeds from the sale of such materials. It is the expectation of Pottawattamie County that any proceeds earned by Contractor through recycling or salvaging will offset the costs of their services.

3.11. Safety: Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. Before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, and traffic safety guidelines as applicable for the activity being performed. The Buildings & Grounds Director reserves the right to temporarily stop work if an unsafe practice is observed and to suspend work until the issue is addressed.

3.12. Operating Hours: Workdays/hours shall be performed in accordance with City ordinance.

3.13. Insurance Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

1. *Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.*
  
2. *Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.*
  
3. *Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Iowa and employers' liability with limits of \$1,000,000 per accident.*

3.14. Evaluation and Award. Pottawattamie County reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in its best interest. Pottawattamie County encourages and welcomes bids from women-owned and minority-owned businesses. Bidders must be in good standing with Pottawattamie County.

IF YOU REQUIRE ADDITIONAL INFORMATION:

Questions related to the proposal or regarding the bid process should be directed to Jason Slack at [jason.slack@pottcounty-ia.gov](mailto:jason.slack@pottcounty-ia.gov) . Please communicate via email so there is a record of correspondence.

Attachments:

Attachment 1. Bid Proposal Form

Exhibit A: DEMOLITION AREA

ATTACHMENT 1.

**Bid Proposal Form**

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

PROJECT: **Pottawattamie County Annex Building Demolition**

RECEIPT OF BIDS & BID OPENING: **10:00 AM, Tuesday, June 4, 2024**

MAIL OR HAND DELIVER TO: **Pottawattamie County Board of Supervisors  
RE: Annex Building Demolition  
227 S. 6<sup>th</sup> Street  
Council Bluffs, IA 51501**

The undersigned, having thoroughly examined specifications for the above-named project, and become fully familiar with all conditions affecting the scope of work set forth in the request for proposal. The undersigned hereby proposes to provide all materials, labor, services, etc. required thereby for the base bid sum of:

\$ \_\_\_\_\_

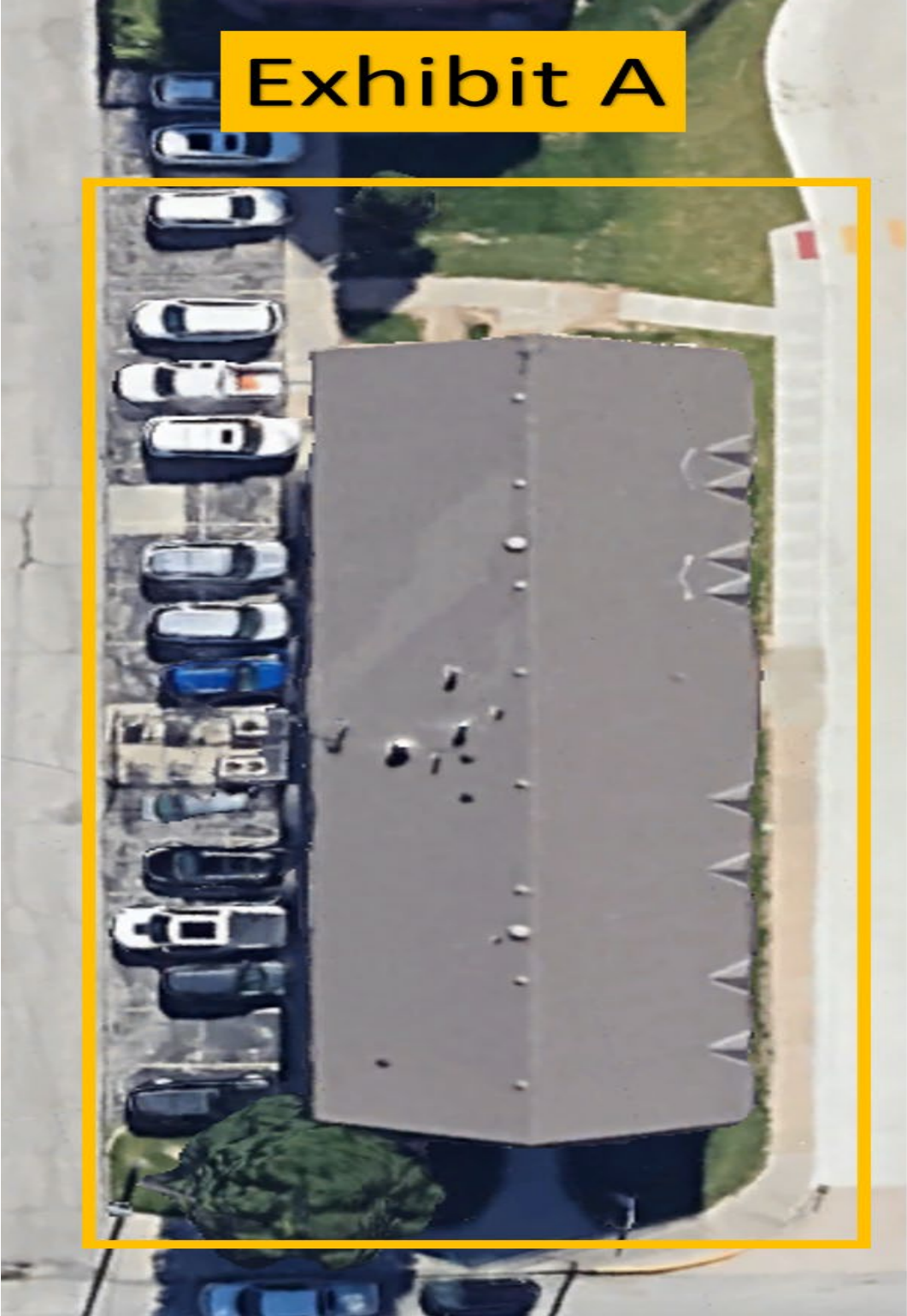
By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

TAXES, PERMITS, BONDS AND FEES: Bid sum includes all applicable taxes, permits, bonds, and fees required by all legal authorities at the location of work.

BID BOND: Not required.



# Exhibit A



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

**Discussion and/or decision to award bid to demolish the  
Annex Building.**



**Tina Treantos/Operations**  
**Administrator, Secondary**  
**Roads**

**Discussion and/or decision to approve and authorize the Board to sign Resolution 44-2024 amending Resolution 07-2024, authorizing the County Engineer and Assistant Engineer to certify completion papers and make final acceptance of contract work on the Farm to Market and Federal Aid Systems.**

**RESOLUTION NO. 44-2024**

**RESOLUTION TO AMEND RESOLUTION NO. 07-2024 TO AUTHORIZE THE COUNTY ENGINEER AND ASSISTANT ENGINEER TO ADMINISTER AND MANAGE CONTRACTS FOR THE SECONDARY ROADS DEPARTMENT, CERTIFY COMPLETION PAPERS AND MAKE FINAL ACCEPTANCE OF CONTRACT WORK USING LOCAL, FARM TO MARKET, AND FEDERAL AID FUNDS.**

**WHEREAS**, it is necessary that the Pottawattamie County Engineer and the Assistant County Engineer be empowered by the Pottawattamie County Board of Supervisors to execute the Certificate of Completion and make final acceptance of Farm-to-Market contract construction work as provided for in Section 310 of the Code of Iowa, 2002, as well as, Local and Federally funded contract construction work,

**NOW THEREFORE BE IT RESOLVED** by the Pottawattamie County Board of Supervisors in session this 4th day of June, 2024, that said County Engineer John A. Rasmussen and County Assistant Engineer Brandon Burmeister, be hereby designated, authorized, and empowered on behalf of the Pottawattamie County Board of Supervisors to administer and manage contracts for the Secondary Roads Department, execute the Certification of Completion of Work and Final Acceptance thereof in accordance with plans and specifications utilizing Local, Farm-to-Market and Federally funded construction projects for the Secondary Roads Department in Pottawattamie County for the year 2024.

**Dated this 4th day of June, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chair	<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"/>
_____ Tim Wichman	<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"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECOMMENDED: \_\_\_\_\_  
Pottawattamie County Engineer

**Mitch Kay/Chief Financial**  
**Officer**

**Discussion and/or decision to authorize Chair to sign the  
Acknowledgement of Forgiveness Request Satisfaction  
and Loan Forgiveness for the City of Crescent.**



227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
Ph: 712-328-5644 | Fax: 712-328-5770  
PottCounty-ia.gov

June 4, 2024

Charles Hildreth, Mayor  
City of Crescent  
102 W Florence St.  
PO Box 16  
Crescent, Iowa 51526

### **Acknowledgement of Forgiveness Request Satisfaction and Loan Forgiveness**

Dear Mayor, Council members and Administration:

We, the Pottawattamie County Board of Supervisors, hereby acknowledge receipt of the Forgiveness Request and required documentation submitted by the City of Crescent, dated May 1st, 2024 in relation to the Forgivable Promissory Note Agreement dated March 6, 2023.

After a thorough review of the submitted documentation, we are pleased to confirm that the City of Crescent has satisfactorily met the conditions outlined in the Forgivable Promissory Note Agreement for the project(s) funded by the American Rescue Plan Act (ARPA) funds.

As a result, in accordance with the terms and conditions of the Forgivable Promissory Note Agreement, we hereby grant loan forgiveness for all annual principal payments of \$12,500. No further documentation is required on behalf of your City.

Please retain this letter as an official record of the loan forgiveness granted by the Pottawattamie County Board of Supervisors for the referenced Forgivable Promissory Note Agreement.

Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Susan Miller  
Chairperson Pottawattamie County Board of Supervisors

cc: Mitchell A. Kay, CFO, Pottawattamie County Board of Supervisors.



May 1st, 2024

To: Pottawattamie County Board of Supervisors  
227 S. 6<sup>th</sup> Street  
Council Bluffs, IA 51526

**Re: Promissory Note Forgiveness Request for the City of Crescent**

Dear Pottawattamie County Board of Supervisors,

In accordance with the terms and conditions of the Forgivable Promissory Note Agreement entered into between the City of Crescent ("City") and Pottawattamie County, Iowa ("County"), the City hereby submits this Promissory Note Forgiveness Request for the entirety of the funds provided by the County of the Forgivable Promissory Note.

As required by Section A.2 of the Agreement, we confirm that:

The City has used the provided ARPA funds toward the completion of the projects set forth in Exhibit A of the Agreement.

The funds have been spent in full by October 31<sup>st</sup>, 2024.

Enclosed is a satisfactory documentation demonstrating that the funds were directed to the projects listed in Exhibit A.

Based on the above, the City kindly requests that the entirety of the Forgivable Promissory Note be forgiven by the County within thirty (30) days upon receipt of this request.

Should the County determine that any additional information or clarification is needed, please notify the City within fifteen (15) days of receiving this request to allow us the opportunity to address any concerns or deficiencies.

Thank you for your continued support and cooperation in assisting the City with the completion of these projects that will benefit the citizens of Pottawattamie County.

Respectfully,

Mayor Charles Hildreth  
City of Crescent

**CITY OF CRESCENT | \$125,000 FUNDS | 2023  
FROM THE POTT. CO. BOARD OF SUPERVISORS**

New Asphalt on Streets and Walking Track	\$48,430.00
City Hall New Metal Siding and Labor	\$5489.00
New Concrete Curbs and Sidewalks	\$37,575.00
New Radar Speed Signs	\$8446.00
New Playground Equipment and Installation	<u>\$25,060.00</u>
	\$125,000.00

All projects were completed in 2023

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

<b>Bill To</b>
City Of Crescent Crescent , Iowa 51542

Date	Invoice No.	P.O. Number	Terms	Project
05/12/23	1171			

Item	Description	Quantity	Rate	Amount
New Asphalt 4	New Asphalt: Grade an level drive.Spray roundup on area where asphalt is to laid. Next lay 4 1/2 inches of asphalt in 2 lays. 1st lay 2 1/2 inches of 5/8 inch base asphalt. 2nd lay 2 inches of 3/8 inch surface mix asphalt. Last compact to 4 inches ( Track )		500.00	500.00
			Subtotal	\$500.00
			Sales Tax	\$0.00
			<b>Total</b>	<b>\$500.00</b>

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

<b>Bill To</b>
City Of Crescent Crescent, Iowa 51542

*OK*

Date	Invoice No.	P.O. Number	Terms	Project
05/05/23	1166			

Item	Description	Quantity	Rate	Amount
Overlay 2	Overlay: Clean existing asphalt/concrete, fill any low spots if needed. Apply hot tac to drive to work as a adhesive to the existing drive. Last lay 2 1/2 inches 3/8 inch surface mix asphalt, compact to 2 inches. Johnston st fix 2 bad spots then overlay 370 by 10		9,500.00	9,500.00
			<b>Subtotal</b>	<b>\$9,500.00</b>
			<b>Sales Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$9,500.00</b>



AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

Bill To
City Of Crescent Crescent , Iowa 51542

*OK*

Date	Invoice No.	P.O. Number	Terms	Project
05/12/23	1172			

Item	Description	Quantity	Rate	Amount
New Asphalt 6	Grade and level drive. Spray roundup on the area where asphalt is to be laid. Next lay 6 inches of 5/8 in two lays. First lay 3 inches 5/8 inch base asphalt and compact. Next lay 3 inches 5/8 inch surface mix. Last compact to asphalt to a depth of 6 inches. Intersection of johnson st		3,030.00	3,030.00
			Subtotal	\$3,030.00
			Sales Tax	\$0.00
			Total	\$3,030.00

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

<b>Bill To</b>
City Of Crescent Crescent , Iowa 51542

Date	Invoice No.	P.O. Number	Terms	Project
05/05/23	1165			

Item	Description	Quantity	Rate	Amount
Overlay 2	Overlay: Clean existing asphalt/concrete, fill any low spots if needed. Apply hot tac to drive to work as a adhesive to the existing drive. Last lay 2 1/2 inches 3/8 inch surface mix asphalt, compact to 2 inches.doesnt include the entersection just the road from there to the grass 190 by 12		9,000.00	9,000.00
			<i>OK</i>	
			<b>Subtotal</b>	<b>\$9,000.00</b>
			<b>Sales Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$9,000.00</b>

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

Bill To
City Of Crescent Crescent , Iowa 51542

*OK*

Date	Invoice No.	P.O. Number	Terms	Project
05/10/23	1167			

Item	Description	Quantity	Rate	Amount
New Asphalt 8	Grade and level drive. Spray roundup on the area where asphalt is to be laid. Next lay 6 inches of 5/8 in two lays. First lay 4 inches 5/8 inch base asphalt and compact. Next lay 4 inches 5/8 inch surface mix. Last compact to asphalt to a depth of 8 inches. Valley St 2 spots		7,000.00	7,000.00
			Subtotal	\$7,000.00
			Sales Tax	\$0.00
			Total	\$7,000.00

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

<b>Bill To</b>
City Of Crescent Crescent, Iowa 51542

*OK*

Date	Invoice No.	P.O. Number	Terms	Project
05/12/23	1170			

Item	Description	Quantity	Rate	Amount
Added Asphalt work	Dig out and haul away excess gravel. Lay 6 inches of asphalt and compact. From new asphalt up 120 ft on water road		9,700.00	9,700.00
			<b>Subtotal</b>	<b>\$9,700.00</b>
			<b>Sales Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$9,700.00</b>

AFFORDABLE ASPHALT LLC  
 56630 225TH ST  
 GLENWOOD, IA 51534

# Invoice

<b>Bill To</b>
City Of Crescent Crescent, Iowa 51542

*OK*

Date	Invoice No.	P.O. Number	Terms	Project
05/12/23	1169			

Item	Description	Quantity	Rate	Amount
New Asphalt 6	Grade and level drive. Spray roundup on the area where asphalt is to be laid. Next lay 6 inches of 5/8 in two lays. First lay 3 inches 5/8 inch base asphalt and compact. Next lay 3 inches 5/8 inch surface mix. Last compact to asphalt to a depth of 6 inches. From existing road up 120 ft water tower road		9,700.00	9,700.00
			<b>Subtotal</b>	<b>\$9,700.00</b>
			<b>Sales Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$9,700.00</b>

**INVOICE Per Purchase Order # 2023-002**  
**Installation: Playground Equipment : ( Miss Abby 3.5" OD Post + Teeter Spring Rider + Derby Spring Rider + Wheelchair Platform)**

**REMIT TO:**  
**WILL'S CONSTRUCTION AND FABRICATION**  
 Will Mott  
 11445 Wabash Ave.  
 Council Bluffs, IA 51503  
 Cell # (402) 650-5738  
[1mottoutdoors@Gmail.com](mailto:1mottoutdoors@Gmail.com)

To:

**Customer Information**

**Full Name:** The City of Crescent , Iowa Parks and Recreation  
 Attn: Mindi Hively, Director  
 Tristan Shea – City Clerk  
 106 Sharon Drive, Crescent, Iowa 51526

**Company Name:** City Hall 102 West Florence St. P.O. Box 16  
 Crescent, Iowa 51526

**Phone Number:** Mindi- 402-677-4724      Tristan -712-545-3981

**Email Address:** [mhively62@gmail.com](mailto:mhively62@gmail.com)      [Crescentcityclerk@omhcoxmail.com](mailto:Crescentcityclerk@omhcoxmail.com)

**Shipping Information**

**Shipping Address:** Crescent, Iowa 28732  
 Will Mott will pick up Playground Equipment at ABF Freight Terminal (OMAHA)

**Invoice Date:** 09/01/23      **For Installation Playground Equipment, Miss Abby 3.5" OD Post + Teeter Spring Rider + Derby Spring Rider + Wheelchair Platform**

LN	Item #	Description	Price Each	Qty	Total price
<b>LISTED SEPARATELY:</b>					
	Item #1	<b>Installation of Four Playground Items from Quote: (One Each)</b>			<b>\$ 4,629.00</b>
	#911-225B	MODEL MISS ABBY PLAYGROUND -3.5" OD Post,			
	#361-505	Teeter Spring Rider,			
	#361-507	Derby Spring Rider,			
	# 382-408	Wheelchair Swing Platform			

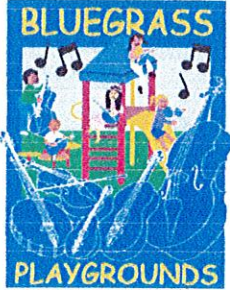
**AMOUNT DUE, Equipment Installation per Purchase Order # 2023-002 = \$ 4,629.00**

**CUSTOMER COPY** \_\_\_\_\_

**REMITTANCE COPY** \_\_\_\_\_

**Thank you!**

# INVOICE-Purchase Order # 2023-001



BLUEGRASS PLAYGROUNDS INC.  
 1056 Fedde Lane  
 Ashland, NE 68003

Phone: 1 800 828 9690  
 Fax: 1 866 271 4011  
 Website: [www.bluegrassplaygrounds.com](http://www.bluegrassplaygrounds.com)

Customer Information	
Full Name:	The City of Crescent , Iowa Parks and Recreation Attn: Mindi Hively, Director 106 Sharon Drive, Crescent, Iowa 51526
Company Name:	City Hall 102 West Florence St. P.O. Box 16 Crescent, Iowa 51526
Phone Number:	402-677-4724
Email Address:	<a href="mailto:mhively62@gmail.com">mhively62@gmail.com</a>
Shipping Information	
Shipping Address:	Crescent, Iowa (TBD) 51526

Invoice Date: 06/12/23 For Quote: (H-Revised 1-24-23) Miss Abby  
 Terms: 30 day net with signed purchase order \* only for government entity

LN	Item #	Description	Price Each	Qty	Total price
#1	#911-225B	Model Miss Abby Playground 3.5" OD		(1)	\$ 13,773.00
#2	#361-505	Teeter Spring Rider		(1)	\$ 1,072.00
#3	# 361-507	Derby Spring Rider		(1)	\$ 762.00
#4	#382-408	Wheelchair Swing Platform		(1)	\$ 1,615.00

Total Price on ALL specified equipment	\$ 17,222.00
Friends and Family 'Mindy' Discount	<u>\$ - 1,722.00</u>
<b>Total Equipment</b>	<b>= \$ 15,500.00</b>
Freight- (Missouri Factory) <i>MADE IN U.S.</i> * 24 Hr call Ahead	<u>+ \$ 2,031.00</u>
Item too long to qualify for liftgate (Please supply labor to offload)	

**AMOUNT, equipment delivered:** (Govt. P.O # 2023-001) = \$ 17,531.00

CUSTOMER COPY \_\_\_\_\_

REMITTANCE COPY \_\_\_\_\_

Thank you!





# Proposal

Page No. \_\_\_\_\_  
of \_\_\_\_\_ Pages

## Hatcher & Sons Construction

P.O. Box 182 • Crescent, Iowa 51526  
(712) 545-9185 • Cellular (402) 670-9357

PROPOSAL SUBMITTED TO:		PHONE:	DATE: 9-1-23
NAME: City of Crescent	JOB NAME: Sidewalks Play Ground at Bill Park		
STREET: 162 West Florence St PO Box 16	STREET:		
CITY: Crescent IA	CITY:	STATE:	
STATE: Iowa	ARCHITECT:		DATE OF PLANS: 9-1-23

We hereby submit specifications and estimates for:

connect 4" side walk 5' wide to the swing set  
and the Jungle Gym to the track

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:

One Thousand Four Hundred Fifty & no/100 dollars (\$ 1450 <sup>00</sup>/<sub>100</sub> )

Payment to be made in full after installation or as follows: Upon completion

Unpaid balance after maturity subject to maximum legal interest rate. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

City Of Crescent

18465

Dwayne Sales

Metal Siding

6/27/2023

3,000.00

*Mant and  
Prelab*

City/Roads - 34357

Metal Siding/City Hill

3,000.00

PRODUCT SSLT104

USE WITH 91683 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)

D6MUL4 CHIKDK03 07/21/2022 01:39 -236-

1347476500





**TreeTopProducts.com**  
Lowest Prices Guaranteed

Treetop Products Inc.  
222 State Street  
Batavia IL 60510  
(866) 511-5642  
[info@treetopproducts.com](mailto:info@treetopproducts.com)

# Invoice

## #INVTRE21011

#TP200046601  
4/14/2023

**Bill To**  
Accounts Payable  
City of Crescent  
PO Box 16  
Crescent IA 51526  
(712) 227-0074

**Ship To**  
Craig Peterson  
City of Crescent  
517 E. Welch St.  
Crescent IA 51526

<b>Terms</b>	<b>Due Date</b>	<b>PO #</b>	<b>Tracking</b>
Net 15	4/29/2023	City of Crescent	1z65wf400342261165

Item	Qty.	Unit Price	Amount
3SC3488-WH Speed Aware 12" Radar Speed Sign/ White/ 60W	2	\$3,928.85	\$7,857.70

<b>Subtotal</b>	\$7,857.70
<b>Tax Total (%)</b>	\$0.00
<b>Shipping</b>	\$246.11
<b>Total</b>	\$8,103.81

**MAKE CHECKS PAYABLE TO TREETOP PRODUCTS INC. PLEASE REMIT TO ADDRESS ABOVE.**



Quote **66974**  
 Date 1/24/2023  
 RFQ  
 Salesperson M FAHRER

**BILL TO:**  
 CITY OF CRESCENT IA (17927)  
 CITY CLERK  
 102 W FLORENCE ST  
 CRESCENT, IA 51526

**SHIP TO:**  
 CITY OF CRESCENT IA  
 STREET DEPT  
 102 W FLORENCE ST  
 CRESCENT IA 51526

**Billing Contact:**  
**Billing Email:**

**Billing Phone:** (402) 669-4273 Ext CELL  
**Billing Fax:**

CODE	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT
SN-4-18SF	6X18" FLAT HV/L *SINGLE FACED* STREET NAME SIGN, WHT/GRN, NO BORDER, SER B UC, 4/4/2, RAISED SUFFIX	2.00	15.6500	ea	31.30
SN-4-24SF	6X24" FLAT HV/L *SINGLE FACED* STREET NAME SIGN, WHT/GRN, NO BORDER, SER B UC, 4/4/2, RAISED SUFFIX	8.00	20.8400	ea	166.72
SN-4-30SF	6X30" FLAT HV/L *SINGLE FACED* STREET NAME SIGN, WHT/GRN, NO BORDER, SER B UC, 4/4/2, RAISED SUFFIX	3.00	25.9900	ea	77.97
SN-4-36SF	6X36" FLAT HV/L *SINGLE FACED* STREET NAME SIGN, WHT/GRN, NO BORDER, SER B UC, 4/4/2, RAISED SUFFIX	1.00	31.2900	ea	31.29
SN-4-42H	6X42" FLAT HV/L *SINGLE FACED* STREET NAME SIGN, WHT/GRN, NO BORDER, SER B UC, 4/4/4	1.00	36.4700	ea	36.47

ATTN: CRAIG PETERSON  
 QUOTE GOOD FOR 30 DAYS  
 SHIPPING NOT INCLUDED  
 SEE ATTACHED PROOF  
 THANK YOU

Subtotal	343.75
Discount	0.00
Tax	0.00
Total	0.00
<b>Net Total USD</b>	<b>343.75</b>

# Proposal

Page No. \_\_\_\_\_  
of \_\_\_\_\_ Pages

## Hatcher & Sons Construction

P.O. Box 182 • Crescent, Iowa 51526  
(712) 545-9185 • Cellular (402) 670-9357

PROPOSAL SUBMITTED TO:		PHONE:	DATE: 9-6-23
NAME: City of Crescent	JOB NAME: Crab Replacement		
STREET: PO Box 16	STREET: Walnut St		
CITY: Crescent	CITY: Crescent	STATE: IA	
STATE: Iowa	ARCHITECT:	DATE OF PLANS:	

We hereby submit specifications and estimates for:

Remove Crab and Small Approach area on Walnut St  
 Replace with New Crab and gutter system to match  
 existing Crab and gutter

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:

Two Thousand Five Hundred Fifty & 10/100 <sup>10</sup>/<sub>100</sub> dollars (\$ 2550 <sup>04</sup>/<sub>100</sub>)

Payment to be made in full after installation or as follows: 1/2 upon start Remainder upon completion

Unpaid balance after maturity subject to maximum legal interest rate. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



Prices shown are valid today only.

COUB 53244

12 COUB  
1000 Centre Drive  
Juffs, IA 51501

FAX: (712) 366-6954  
EMAIL: COUBBuildingMaterials@menards.com



PICKING LIST - GUEST COPY

PAGE 1 OF 1

SOLD BY: LEWIS M.  
DATE: 05/15/23

GUEST NAME - ADDRESS - PHONE  
C & A Scales  
411 Powells  
Crescent, IA 51526-3021  
Ph: (402) 681-0982  
JOB DESC:

QUANTITY	DESCRIPTION	SKU NUMBER
2 EACH	10' CORNER AND GABLE TRIMWHITE	156-3520

Got Picked up  
5-15-23

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE  
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

**Guest Instructions:**

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Attendant. (The Gate Attendant will record the items you are taking with you.)
5. Sign the Gate Attendant's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 48.74

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

**READ THE TERMS AND CONDITIONS CAREFULLY.** All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

**THIS IS NOT A RECEIPT GATE ATTENDANT-SCAN HERE ==>**





STORE # 3082 COUB  
3200 Manawa Centre Drive  
Council Bluffs, IA 51501

FAX: (712) 366-6954  
EMAIL: COUBBuildingMaterials@mcnards.com

Product must be paid for before it  
will be ordered from our vendor.  
Prices shown are valid today only.

COUB 30467363



**SPECIAL ORDER CONTRACT**  
**GUEST COPY**  
**PAGE 1 OF 2**

GUEST NAME - ADDRESS - PHONE

Hildreth, Chuck  
411 Powells  
Crescent, IA 51526-3021  
Ph: (402) 681-0982

- IMPORTANT**
1. Verify quoted product and quantity
  2. Product will be ordered upon payment
  3. Track order on Menards.com
  4. Pick up order within 14 days of arrival at store
  5. Retain receipt

ESTIMATED ARRIVAL DATE  
NOT BINDING ON MENARD, INC.  
BASED ON PROMISES BY OTHERS 05/25/23

SOLD BY	ORDER DATE
LEWIS M.	05/15/23

NOTIFICATION:  
EMAIL: ekhildreth55@gmail.com  
JOB DESC:

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
12 EACH	10' JUMBO D-2 TRIM 01-WHITE	SPO COLORS 155-5871	17.10	205.20
3.547	PRO-RIB WHITE 8-168"	.0142BP-.0165AP 155-8182	127.99	453.98
2.280	PRO-RIB WHITE 6-144"	.0142BP-.0165AP 155-8182	127.99	291.82
8.867	PRO-RIB WHITE 28-120"	.0142BP-.0165AP 155-8182	127.99	1,134.89
1 EACH	12' PACKAGE/HANDLING CHARGE	155-9968	15.79	15.79
1 EACH	12' TRIM CRATE SPEC ORDER4-2X6X12	155-9970	34.99	34.99
1 EACH	16' STD STEEL PALLET 11-2X4-16'	155-9975	70.99	70.99
1 EACH	STEEL PKG UP TO 24' CHARGE	155-9980	19.99	19.99
4 EACH	12' CORNER AND GABLE TRIMSPO COLORS 01-WHITE	156-3931	28.70	114.80
1 EACH	1" WOODGRIP PAINTED SCREWS5LB BOX 01-WHITE	230-1626	59.99	59.99
1 EACH	1-1/2" WOODGRP PAINT SCREW1LB BOX 01-WHITE	230-1642	12.99	12.99

**READ THIS CONTRACT CAREFULLY.** The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is **NON-REFUNDABLE**. "Non-custom made" Special order product may be refunded at Menards sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. **MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT.** There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. **MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Menards agrees to email Purchaser when the product is available for pick up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a 25% restocking fee. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. Purchaser agrees that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. **YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.**

SUB-TOTAL: (CONTINUED)

SHIPPING:

PRE-TAX TOTAL:

VENDOR: **MIDWEST MANUFACTURING**

For the most accurate and up-to-date status of your order, please visit:

**www.menards.com**

If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.





Product must be paid for before it will be ordered from our vendor. Prices shown are valid today only.

COUB 30467363

STORE # 3082 COUB  
3200 Manawa Centre Drive  
Council Bluffs, IA 51501

FAX: (712) 366-6954  
EMAIL: COUBBuildingMaterials@menards.com



**SPECIAL ORDER CONTRACT**  
**GUEST COPY**  
**PAGE 2 OF 2**

<b>GUEST NAME - ADDRESS - PHONE</b>	
Hildreth, Chuck 411 Powells Crescent, IA 51526-3021 Ph: (402) 681-0982	
ESTIMATED ARRIVAL DATE NOT BINDING ON MENARD, INC. BASED ON PROMISES BY OTHERS 05/25/23	
SOLD BY LEWIS M.	ORDER DATE 05/15/23
NOTIFICATION: EMAIL: ekhildreth55@gmail.com JOB DESC:	

<b>IMPORTANT</b>
1. Verify quoted product and quantity
2. Product will be ordered upon payment
3. Track order on Menards.com
4. Pick up order within 14 days of arrival at store
5. Retain receipt

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
2 EACH	2-1/2"WOODGRP PAINT SCREW1LB BOX 01-WHITE	230-1707	12.99	25.98

**READ THIS CONTRACT CAREFULLY.** The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is **NON-REFUNDABLE**. "Non-custom made" Special order product may be refunded at Menards sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. **MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT.** There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. **MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Menards agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a 25% restocking fee. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. Purchaser agrees that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. **YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.**

SUB-TOTAL:	2,441.41
SHIPPING:	0.00
PRE-TAX TOTAL:	2,441.41
<b>VENDOR: MIDWEST MANUFACTURING</b>	
For the most accurate and up-to-date status of your order, please visit:	
<b>www.menards.com</b>	
If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.	









# Hatcher & Sons Construction

P.O. Box 182 • Crescent, Iowa 51526  
 (712) 545-9185 • Cellular (402) 670-9357

B.O.S. - 6/20/23

Quantity	Number	Description	Unit Price	Total
5/19/23				
		City of Crescent		
		Formed & Poured sidewalk		
		from School to ball park		
				7800-
Customer Order #		Payment due upon receipt	Subtotal	
		Delinquent after:	Tax	
			Balance	

A service charge of 1 1/2 per month (18% per annum) will be added to accounts 30 days past due.

# Hatcher & Sons Construction

P.O. Box 182 • Crescent, Iowa 51526  
 (712) 545-9185 • Cellular (402) 670-9357

Quantity	Number	Description	Unit Price	Total
5-31-23				
		City of Crescent		
		Graded Formed and pour		
		Sidewalk from Golden Hills		
		to driveway west of Casey's		
			\$20,000 <sup>00</sup>	

APP \$

Customer	Order #	Payment due upon receipt	Subtotal
		Delinquent after:	Tax
			Balance

A service charge of 1 1/2 per month (18% per annum) will be added to accounts 30 days past due.

Partial



# **Mitch Kay/Chief Financial** **Officer**

**Discussion and/or decision to authorize Board Chair to sign the Library Agreement with the Pottawattamie County Libraries Trustee of the Towns Avoca, Carter Lake, Council Bluffs, Oakland, and Walnut.**

## LIBRARY AGREEMENT WITH POTTAWATTAMIE COUNTY

This Agreement is made and entered into this 16th Day of April 2024, by and between the Board of Supervisors of Pottawattamie County, Iowa (hereinafter referred to as "COUNTY") and the Board of Library Trustees of the Town of Avoca ("AVOCA"), the Board of Library Trustees of the Town of Carter Lake ("CARTER LAKE"), the Board of Library Trustees of the City of Council Bluffs ("COUNCIL BLUFFS"), the Board of Library Trustees of the Town of Oakland ("OAKLAND"), and the Board of Library Trustees of the Town of Walnut ("WALNUT"), collectively referred to herein as "BOARDS". This agreement will expire on June 30th, 2027.

### WITNESSETH:

WHEREAS, the BOARDS, within their respective territorial jurisdictions, are providing library facilities and services for residents through taxes levied and collected by their respective governing bodies; and

WHEREAS, there are residents of Pottawattamie County, Iowa, residing outside the geographical limits of the respective boards and outside the geographical limits of other towns within Pottawattamie County not having established free public libraries; and

WHEREAS, the General Assembly of the State of Iowa, in establishing a Regional Library System, has expressed the legislative intent that there be provided access to public library service to individuals with no other access to such service and to encourage local financial support of such service in those localities where it is nonexistent; and

WHEREAS, no county library system has been established by COUNTY to provide public library service to persons residing outside of the limits of cities and towns within Pottawattamie County; and

WHEREAS, Section 256.69 of the Code of Iowa, as amended, provides that commencing July 1, 1977, each county within the unincorporated area of the county shall levy a tax for the purpose of providing financial support to the public libraries which provide library services to persons residing outside of the limits of the cities and towns within the county.

### NOW, THEREFORE, IT IS AGREED by the parties as follows:

1. COUNTY agrees to pay to BOARDS during the fiscal year commencing July 1, 2024, a sum equal to \$0.175 per thousand dollars of assessed value on taxable rural property.
2. In consideration of such payments, BOARDS agree that all persons residing outside of the corporate limits of cities and towns within Pottawattamie County, Iowa, shall have the same access to the library facilities and services of BOARDS as persons residing within the respective geographical limits of each of such BOARDS.
3. The amount to be paid by COUNTY shall be distributed as follows: basic grants of \$2,000.00 each to Avoca, Oakland, Walnut; a basic grant of \$1,500.00 to Carter Lake; and a basic grant of \$3,000.00 to Council Bluffs; and such percentage of the remainder as is equal to each library's percentage of the total rural circulation. These statistics are to be provided to the County Auditor's office no later than February 1<sup>st</sup> of each contract year. The basic grants shall be used for collection development to provide additional materials needed to service rural borrowers.

The percentage allocation funds shall be used for the purchase of additional service to serve rural patrons of the respective libraries. The respective cities shall not reduce their support of their respective libraries for serving citizens of their communities because funds made available from Pottawattamie County under this agreement.

4. Allocation of funds shall be made in two payments; one half to be paid by December 1 and the second half to be paid by May 1, with invoices from the BOARDS to the COUNTY.
5. Such distribution is conditioned upon COUNTY appropriating or otherwise making available funds as required by Section 256.69 of the Code of Iowa, as amended.
6. Annual Review and Compliance with State Law

6.1 Annual Review: The COUNTY shall conduct an annual review of this Agreement to ensure continued compliance with applicable state laws and regulations concerning rural levies and the provision of library services to rural residents. This review shall assess the impact of any changes in state legislation on the effectiveness and viability of the services provided under this Agreement. If a change in funding is necessary based on a change in state legislation, the COUNTY shall inform the BOARDS. This review shall be conducted by January 31<sup>st</sup> of each year.

6.2 Adjustment in Response to State Law: In the event that current or future state laws or regulations are enacted or amended in a manner that materially affects the ability of the COUNTY to levy taxes and provide services, including those stipulated in this Agreement, the COUNTY reserves the right to amend this Agreement. The county will ensure compliance within such laws or regulations. Such amendments shall be made in consultation with the BOARDS and shall strive to maintain the integrity and intent of the original Agreement to the greatest extent possible under legal framework.

6.3 Notification and Collaboration: The COUNTY shall notify the BOARDS in writing of any identified need for amendments to this Agreement resulting from changes in state law. The COUNTY and the BOARDS shall collaborate in good faith to modify the Agreement as necessary to align with the requirements of the relevant state laws while continuing to meet the needs of rural residents for library services.

6.4 Continued Service Commitment: Notwithstanding the provisions of this clause, the COUNTY and the BOARDS reaffirm their commitment to provide uninterrupted library services to rural residents to the best of their abilities, subject to the constraints of applicable state laws and the availability of necessary funding.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the delivery of signed counterparts by electronic means (including facsimile or scanned email attachments) shall be as effective as signing and delivering the document in person. Each party may rely upon the signature that is transmitted electronically as if the original signature had been received.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

BOARD OF SUPERVISORS, POTTAWATTAMIE  
COUNTY, IOWA

BY CHAIRPERSON: \_\_\_\_\_

ATTEST:

BOARD OF LIBRARY TRUSTEES, AVOCA

BY:  \_\_\_\_\_

\_\_\_\_\_  
COUNTY AUDITOR

BOARD OF LIBRARY TRUSTEES, CARTER LAKE

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, COUNCIL BLUFFS

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, OAKLAND

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, WALNUT

BY: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

BOARD OF SUPERVISORS, POTTAWATTAMIE  
COUNTY, IOWA

BY CHAIRPERSON: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

COUNTY AUDITOR

BOARD OF LIBRARY TRUSTEES, AVOCA

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, CARTER LAKE

BY: *Patricia J. Midkiff*

BOARD OF LIBRARY TRUSTEES, COUNCIL BLUFFS

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, OAKLAND

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, WALNUT

BY: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

BOARD OF SUPERVISORS, POTTAWATTAMIE  
COUNTY, IOWA

BY CHAIRPERSON: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
COUNTY AUDITOR

BOARD OF LIBRARY TRUSTEES, AVOCA

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, CARTER LAKE

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, COUNCIL BLUFFS

BY: Cynthia Keithley

BOARD OF LIBRARY TRUSTEES, OAKLAND

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, WALNUT

BY: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

BOARD OF SUPERVISORS, POTTAWATTAMIE  
COUNTY, IOWA

BY CHAIRPERSON: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

COUNTY AUDITOR

BOARD OF LIBRARY TRUSTEES, AVOCA

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, CARTER LAKE

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, COUNCIL BLUFFS

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, OAKLAND

BY: Lisa M. Hummel

BOARD OF LIBRARY TRUSTEES, WALNUT

BY: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

BOARD OF SUPERVISORS, POTTAWATTAMIE  
COUNTY, IOWA

BY CHAIRPERSON: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

COUNTY AUDITOR

BOARD OF LIBRARY TRUSTEES, AVOCA

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, CARTER LAKE

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, COUNCIL BLUFFS

BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, OAKLAND

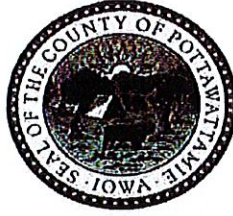
BY: \_\_\_\_\_

BOARD OF LIBRARY TRUSTEES, WALNUT

BY: John Brock BA

**Other Business**

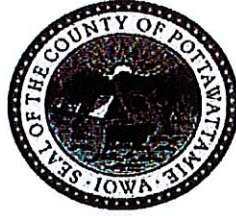
**Discussion and/or decision to  
approve application for Permit to  
Display Fireworks filed by Conor  
Gillaspie, for display on June 29 or  
July 3rd in the event of severe  
weather, at 27538 Dogwood Rd,  
Treyvor.**



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

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

1. Telephone Number(s): Business: \_\_\_\_\_ Residential: (402) 980-6358
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.  
27538 Dogwood Rd  
Treynor, IA 51575
3. How long will the display fireworks be stored before and after display?  
less than 30 days
4. Display fireworks operator information: (Please provide additional sheets if necessary.)  
Name: Conor M Gillaspie Date of Birth: 07/18/1987  
Address: 27538 Dogwood Rd  
City: Treynor State: IA Zip: 51575  
Telephone Number(s): (402) 980-6358
5. What training or expertise does the Display Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.  
Cobra Firing Systems  
Ignite Firing Systems  
1.3g explosive license FEL# 5-IA-155-54-4L-00623
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.  
• spectators will be greater than 200 feet away from a  
100% electronically fired display  
• no artillery shells, all multi-shot cakes  
• Treynor fire department will be present
7. Number of anticipated spectators for the display? Adults: 20 Children: 20
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: 06/29/24, reschedule date 07/03/24


Name of Municipality or  
Other Organization Requesting Permit: Private Party

Name of Individual Requesting Permit: Conor M Gillaspie

Address: 27538 Dogwood Rd

City/State/Zip Code: Treynor, IA 51575

Telephone Number: (402) 980-6358

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.**



**Renewal Declarations  
Farm/Ranch Policy**



**Please read your policy**

Castle & Associates, Inc (22793)  
2348 CORNHUSKER RD  
BELLEVUE NE 68123-2410  
Agent Phone: 1-402-291-8767  
Agent Email: tcastle@amfam.com

American Family Insurance Company  
8000 American Parkway  
Madison WI 53783

For customer service and claims service  
24 hours a day, 7 days a week  
1-800-MY AMFAM (1-800-692-6326)  
amfam.com

**Named Insured And Mailing Address**

Conor Gillaspie  
101 Maple Dr  
Treyvor IA 51575-7105

**Additional Named Insured(s)**

Amanda Gillaspie

**Policy Information**

Policy number	Policy period	Billing account number
91001-90257-72	6/24/2023 to 6/24/2024 12:01 A.M. Standard Time at your mailing address shown above.	653-594-478-62

**Business and Operations Information**

Description of Business and Operations: 17 acres with outbuilding (new construction), machinery  
Form of Business: Individual

**Discounts**

Multiple Policy Discount  
Loyalty Discount

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**Premium Information**

Total Premium (including Fees & Expenses) with discounts applied:	\$2,896.00
Total Premium if paid in full (not available on policies billed to a Third Party):	\$2,876.00

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Number: 91001-90257-72

**Common Declarations**

FROM THE EFFECTIVE DATE SHOWN, THESE DECLARATIONS FORM A PART OF THIS POLICY AND REPLACE ALL PREVIOUSLY ISSUED COMMON DECLARATIONS, IF ANY, FOR THE STATED POLICY PERIOD.

**Location Information**

Unscheduled Acreage: 0

Location Number	Location Description	Total Acreage	Additional Coverages
1 Primary Location	27538 DOGWOOD RD TREYNOR IA 51575 County: Pottawattamie, Block: 1, Tract: 0216	17	

DECLARATIONS - LIABILITY INFORMATION

91001-90257-72

Policy Number: 91001-90257-72

<b>Personal Liability Coverage Details</b>	
Unscheduled Acreage (Without Structures) .....	0
Coverage L - Personal Liability Limit .....	\$1,000,000
Coverage M - Medical Payments to Others .....	\$10,000
Products Aggregate Limit .....	\$2,000,000

<b>Personal Liability Additional Coverages</b>	
<b>Dangerous Dog and Exotic Animal Liability</b>	
Limit .....	\$25,000
<b>Farm Chemicals Limited Liability</b>	
12 - Month Aggregate Limit .....	\$10,000

DECLARATIONS - SHARED COVERAGE  
FARM PERSONAL PROPERTY AND OUTBUILDINGS

91001-90267-72

Policy Number: 91001-90267-72

**Farm Personal Property Coverage**

IF LIMITED PERILS COVERAGE HAS BEEN SELECTED FOR ANY FARM PERSONAL PROPERTY DISPLAYED BELOW - PLEASE REFER TO THE SCHEDULE FOR THE LIMITED PERILS COVERAGE UNDER THE ADDITIONAL COVERAGE DETAILS PORTION OF THIS SECTION.

**Farm Personal Property Coverage Details**

**Farm Personal Property Deductible** ..... \$1,000

**Coverage G - Unscheduled Farm Personal Property**

Required Coinsurance Percentage ..... 80%

Tools and Supplies ..... \$6,000

Machinery ..... \$84,000

Livestock ..... \$0

Grain and Feed ..... \$0

Hay ..... \$0

Other ..... \$0

**Total Blanket Limit** ..... \$90,000

DECLARATIONS - SHARED COVERAGE  
FARM PERSONAL PROPERTY AND OUTBUILDINGS

91001-90257-72

Policy Number: 91001-90257-72

<b>Outbuildings - Farm Barns, Buildings, And Structures</b>	
INSURANCE AT THE FOLLOWING DESCRIBED PREMISES APPLY ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN, SUBJECT TO ANY ENDORSEMENT SHOWN.	
IF LIMITED PERILS COVERAGE HAS BEEN SELECTED FOR ANY OUTBUILDINGS DISPLAYED BELOW - PLEASE REFER TO THE SCHEDULE FOR THE LIMITED PERILS COVERAGE UNDER THE ADDITIONAL COVERAGE DETAILS PORTION OF THIS SECTION.	
<b>Outbuildings - Coverage Details</b>	
<b>Coverage E - Outbuildings - Farm Barns, Buildings, and Structures</b>	
Deductible .....	\$1,000
(The deductible applies to all outbuildings listed under each location)	
<b>Outbuilding - Farm Barns, Buildings, and Structures Additional Coverage Details</b>	
<b>Location 1 - 27538 DOGWOOD RD TREYNOR IA 51575</b>	
<b>Outbuilding Number: 1</b>	
Structure Type: Multiple Structures Limit: \$188,700 Description: 48x72 Metal Shed	<b>Additional Coverages</b> Cosmetic Damage Buyback Actual Cash Value Settlement Percentage for Cosmetic Damage is 10 Replacement Cost Terms With Automatic Adjustment of Limits Inflation Protection Coverage Special Form Coverage <b>Exclusions and Conditions</b> Cosmetic Damage Exclusion
All buildings associated to this complex listed below:	
Building Type: Machine Shed Usage: Personal Storage Capacity: Roof Construction Type: Metal Exterior Construction Type: Siding - Metal Length (feet): 72 Width (feet): 48 Height (feet): 14	Building Type: Shop Usage: Other Capacity: Roof Construction Type: Metal Exterior Construction Type: Siding - Metal Length (feet): 30 Width (feet): 20 Height (feet): 12
<b>Outbuilding Number: 2</b>	
Structure Type: Single Structure Limit: \$5,000 Description: Well Pump	<b>Additional Coverages</b> Special Form Coverage <b>Exclusions and Conditions</b> Cosmetic Damage Exclusion
Building Type: Other Well Pump Usage: Other Capacity: Roof Construction Type: Metal Exterior Construction Type: Other Length (feet): 60 Width (feet): 5 Height (feet):	

DECLARATIONS - SHARED COVERAGE  
FARM PERSONAL PROPERTY AND OUTBUILDINGS

91001-90257-72

Policy Number: 91001-90257-72

**Outbuildings - Farm Barns, Buildings, And Structures (continued)**

**Outbuilding Number: 3**

Structure Type: Single Structure

Limit: \$8,500

Description: Power Pole

**Additional Coverages**

Special Form Coverage

Building Type: Private Power/Light Poles

Usage: Other

Capacity:

Roof Construction Type:

Exterior Construction Type: Siding - Wood

Length (feet): 60

Width (feet):

Height (feet):

I do not use artillery shells for safety reasons. 90% of my fireworks are 1.4g consumer fireworks. I will be firing all 1.3g fireworks in my grand finale using an e-fire platform. All 1.3g items are finale cakes with tube sizes all under 2" in diameter. The entire show will be scripted and fired using a Cobra firing system so even as the operator I will be a safe distance from ALL fireworks. The Treynor volunteer fire department will be present and all fireworks will be immediately hosed down following the show.

As an operator, I take the responsibility of following all rules and regulations very seriously.

Any questions/concerns may be answered at:

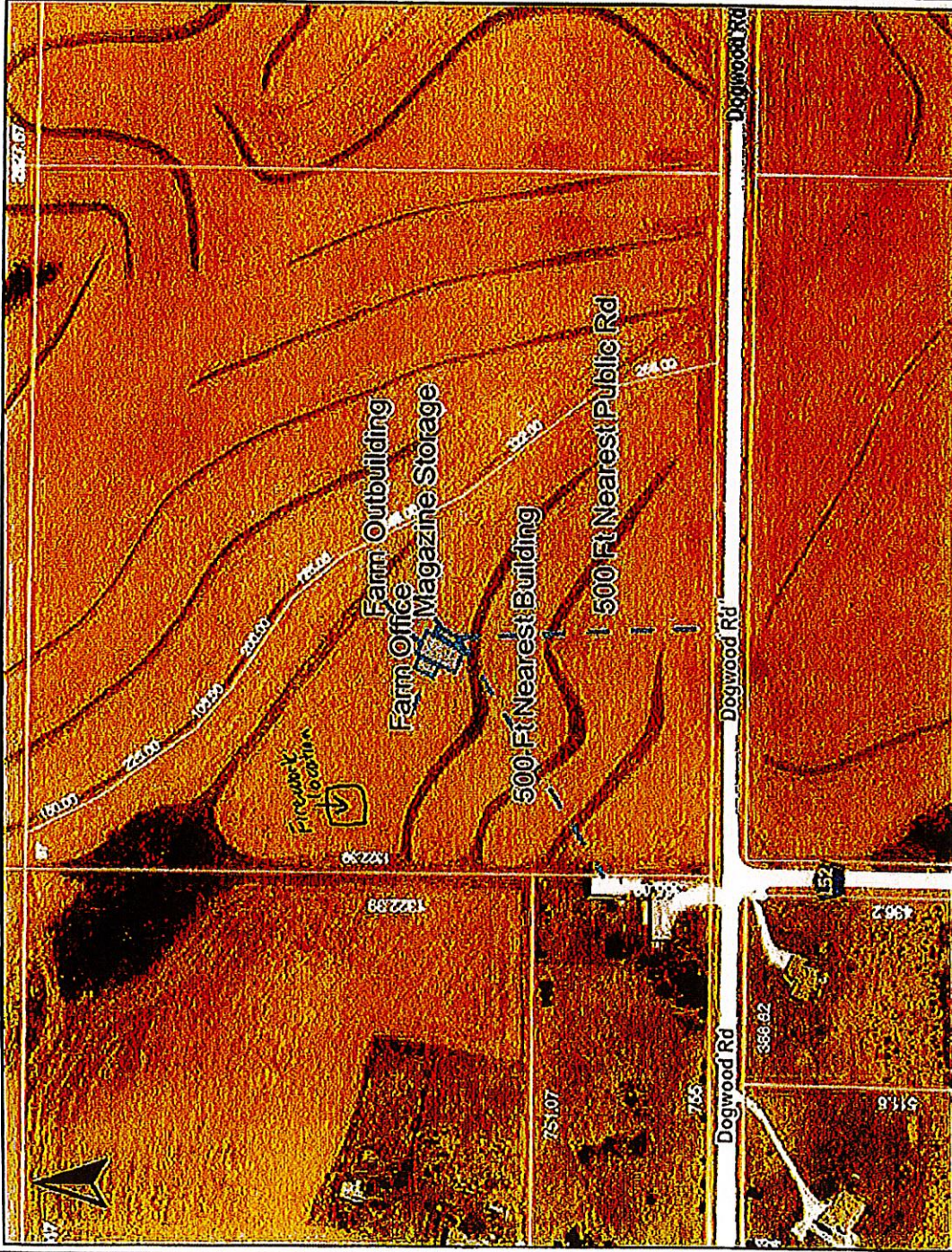
email: [cmgoutdoorsLLC@hotmail.com](mailto:cmgoutdoorsLLC@hotmail.com)

or

(402) 980-6358

POTTAWATTAMIE  
COUNTY • IOWA

# Map Title



## Legend

World Imagery (Map Service)  
World Imagery

High Resolution 60cm  
Imagery

High Resolution 30cm  
Imagery

Citations

1 7m Resolution Metadata

Pottawattamie County GIS Dept.  
223 S 6th St  
Council Bluffs, IA 51501  
(712) 328-4885  
gis@pottcounty-ia.gov  
<https://gis.pottcounty-ia.gov>

8/9/2021



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the use and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Commission's obligations or any other requirements, in providing data (or access to data). The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any application that is applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

SCALE: 4407





**Discussion and/or decision to approve of chairs for the  
Board Hearing Room.**

# AMPLIFY

THE POWER OF MORE.

SitOnIt • Seating®

List Price: ~~\$1,458.00~~ 897  
Valid as of: LIST PRICE 10/2022  
Product Code: 2723 Y A142 L3 C16 B18 B1 MC6  
FC1 KD 300 lb



BACK STYLE:	Mesh
SIZE:	Highback with Adjustable Lumbar
FRAME COLOR:	Black
MESH COLOR:	Nickel
CAL 133:	No CAL 133
TEXTILE:	Leather Grade 3
ARM STYLE:	Multi-Adjustable
MECHANISM:	Enhanced Synchro
BASE MATERIAL:	Polished Aluminum
CYLINDER HEIGHT:	Standard Cylinder
CASTERS:	Carpet Casters
PACKAGING:	Knocked Down

## Textile Specifications



Manufacturer: Green Hides  
Pattern: Lena  
Colorway: Black  
Grade: 3

Images, lead times, textiles, frame colors, accessories and options depicted are for marketing purposes only. We recommend you order a memo sample to confirm textile color. Price quotes are for a single unit and other discounts may apply. Your final price will be confirmed when an order is placed.

# AMPLIFY

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The power of more.

Modern design and optimum ergonomic support gives the affordable Amplify power, with the lure of aerodynamic comfort.



- Upholstered or mesh highback
- Aerodynamic design
- Multiple frame, back support and arm color choices
- Adjustable lumbar support
- Enhanced synchro or swivel tilt
- Waterfall seat
- 3 arm styles with textured arm pads
- Black, fog, silver or polished aluminum base
- Optional seat depth adjustment
- 300 lb. weight capacity
- Lifetime Warranty for single shift use or 12 Years for 24/7

# Committee Appointments

Update from Board members on Committee meetings from the past week.

**Received/Filed**

Office of

Nº 047825

# Pottawattamie County Treasurer

5/24/24 for April 2024

Date

Received from Pottawattamie county  
Sheriffs office

Payor Pottawattamie County Sheriffs  
office

Amount Fifty TWO Thousand One Hundred  
Seventy TWO Dollars & <sup>14</sup>/<sub>100</sub> \$ 52,172.14

Account to be credited See below

Descriptions of funds See below

Received by PA

Date received 5/21/24 CK's

April 1, 2024		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,120.00	Weapon Permits	0001-1-05-1060-441000-000
\$50,052.14	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$52,172.14	Total Deposit	
	\$27,825.66	total check #224169
	\$24,346.48	total check #224170
	\$52,172.14	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

04/01/2024 - 04/30/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 04/01/2024 - 04/30/2024.

**Disbursements:**

**Paid to Others:**

State - Weapon Permit Amount 485.00

Refunds; Publication; Sales; Com 88,640.60

**Subtotal** 89,125.60

**Paid to Treasurer:**

Service Fees - Notary Fees; Copy Fees 33,016.96

Postage 3,126.52

Transport - Officer Expenses 7,774.72

Mileage Amount 5,823.94

Report Amount 100.00

County - Weapon Permit Amount 2,120.00

Other - Subpoena 210.00

**Subtotal** 52,172.14

**Total** 141,297.74

The above information is respectfully submitted on 5/22/2024

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County, IA

**Pottawattamie County Sheriff's Office**

**Report of Fees Collected for**

**04/01/2024 - 04/30/2024**

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 04/01/2024 - 04/30/2024.

**Receipts:**

Service Fees - Notary Fees; Copy Fees	38,219.69
Postage	3,982.41
Transport - Officer Expenses	7,774.72
Mileage Amount	5,885.94
Report Amount	100.00
County - Weapon Permit Amount	2,450.00
State - Weapon Permit Amount	560.00
Refunds; Publication; Sales; Com	358,639.29
Other - Subpoena	210.00
Unapplied	226.50
<b>Total</b>	<b>418,048.55</b>

The above information is respectfully submitted on 5/22/2024

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County, IA



**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

**TRAVEL INFORMATION**

Name of Employee Traveling: \_\_\_\_\_

Department: \_\_\_\_\_

Destination: \_\_\_\_\_

Date of Travel: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Name of Elected Official/Department Head Authorizing Travel: \_\_\_\_\_

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain \_\_\_\_\_  
\_\_\_\_\_

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conference Name (Please give complete name) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage	Airfare	
Lodging			
Meals: Breakfast	Included	Not Included	
Lunch	Included	Not Included	
Dinner	Included	Not Included	
Conf./Seminar Fee			
Other:			
Total Estimated Cost			

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

# **Public Comments**

# **Study Session**