

Consent Agenda

October 22, 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 Belt, and second by Jorgensen, to approve:

- A. October 15, 2024, Minutes as read.
- B. October 17, 2024, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Belt, to approve Second Consideration of Ordinance No. 2024-06, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 5.0 acres from a Class R-2 (Urban Transitional) to Class C-1 (Highway Commercial) District; and to adopt Ordinance No. 2024-06 into law.

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2024-06

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class R-2 (Urban Transitional) District to a Class C-1 (Highway Commercial) District.

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

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

KNOX TWP PARCEL 24078 OF 15-77-39

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

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ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

PASSED AND APPROVED October 22, 2024.

ROLL CALL VOTE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include Susan Miller, Chairperson; Tim Wichman; Scott Belt; Brian Shea; Jeff Jorgensen.

_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Belt				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Shea				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tim Wichman				

Attest: _____
 Becky Lenihan, Finance and Tax Officer, Auditor’s Office
 Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	October 10, 2024
BOARD OF SUPERVISORS PUBLIC HEARING:	October 15, 2024
FIRST CONSIDERATION:	October 15, 2024
SECOND CONSIDERATION:	October 22, 2024
PUBLICATION:	October 31, 2024
RECORD:	November 1, 2024

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

Motion by Belt, second by Shea, to approve Final Plat of Stoneybrook East Phase 1, a subdivision situated in Lewis Township; and to sign **Planning and Zoning Resolution No. 2024-07.**

**PLANNING AND ZONING
 RESOLUTION NO. 2024-07**

WHEREAS, this Board had approved the preliminary plat of **Stoneybrook East Phase 1**, a residential subdivision situated in **Lewis Township**, by approval of Planning and Zoning Resolution No. **2023-01**, dated **August 29, 2023**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2023-01**; and

WHEREAS, this Board has examined the final plat and has found they are in substantial compliance with the approved preliminary plats; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plats.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Stoneybrook East Phase 1**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision.

And that the Chairperson of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

PASSED AND APPROVED October 22, 2024

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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				

Attest: _____

Becky Lenihan, Finance and Tax Officer, Auditor’s Office
Pottawattamie County, Iowa

RECORD: After Passage

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

Motion by Wichman, second by Belt, to approve and authorize Board to sign Resolution No. 60-2024; Resolution to ad roadway names of Stoneybrook Drive and Stone Ridge Lane to the Rural Address Map.

RESOLUTION NO. 60-2024

WHEREAS, Pottawattamie County adopted a Uniform Rural Address System Ordinance, which became effective March 17, 1993; and

WHEREAS, whereas Section 7.30.040 of said Ordinance stipulates that “Updates (to the Rural Address Map) to include new roadway names shall require approval through the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that Rural Address Map be updated to include the following roadway names:

<u>Established through</u>	<u>Township</u>	<u>Street Name</u>	<u>Address Range</u>
Stoneybrook East Phase 1	Lewis	Stoneybrook Drive	22400-22577
Stoneybrook East Phase 1	Lewis	Stone Ridge Lane	15112-15196

PASSED AND APPROVED October 22, 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: _____

Becky Lenihan, Finance and Tax Officer, Auditor’s Office
Pottawattamie County, Iowa

RECORD: After Passage

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

Jason Slack/Director, Buildings and Grounds appeared before the Board to discuss bid opening for the Courthouse North Parking Lot.
Discussion only. No Action Taken.

Motion by Belt, second by Shea, to approve the placement of the Earl Wiebe memorial stone at the flagpole area East of the Courthouse entrance.
UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Belt, second by Shea, to approve hiring and pay of Clerk II in the Treasurer’s Office, Sandra Rhodes at a Step 3.
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve EBS flex spending amount to match IRS designated amount when established, effective January 1, 2025, through December 31, 2025. 2025 projected amount is \$3,300.
UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.

5. RECEIVED/FILED

- A. Report(s):
 - 1) Stoneybrook East Phase 1 Project Acceptance.
- B. Salary Action(s):
 - 1) Crescent Ridge Ski Hill – Employment of Taylor Hills as a Rental Shop Team Member.
 - 2) Crescent Ridge Ski Hill – Employment of Howard Roorda as a Chair Lift Operator Lead.
 - 3) Crescent Ridge Ski Hill – Employment of Amy Graeve as a Hospitality and Guest Services Team Lead.
 - 4) Crescent Ridge Ski Hill – Employment of Chloe Subbert-Borgaila as a Kitchen Manager.

6. PUBLIC COMMENTS

No public comments.

7. STUDY SESSION

Kristen Bracker/Attorney and Oscar Duran/Executive Director, Municipal Housing Agency appeared before the Board for review and discussion on amending the cooperation agreement between Pottawattamie County and the Municipal Housing Agency Council Bluffs (MHACB).
Discussion only. No Action Taken.

Study Session on Introductory Pay.
Discussion only. No Action Taken.

8. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:02 P. M.

Susan Miller, Chair

ATTEST: _____
Becky Lenihan, Finance and Tax Officer, Auditor's Office

APPROVED: October 29, 2024
PUBLISH: X

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

FROM: Paula Good

Request for County Department Comments

DATE: October 15th, 2024

ESTABLISHMENT: *Renewal – Crescent Ridge Ski and Recreation Area – ownership update*

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

The Planning Dept. 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 explanations may be given in the form of comments below and/or attachments.

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

COMMENTS

Signature

Andrew Brown

1/19/24 - Disturbance Report

↳ 2 arrested - 2 trespass notices issued

NO felony charges located w/ Zwercher search of owner.

License Application (LC0049184)

▪ Applicant

Name of Legal Entity : Pottawattamie County Conservation Board

Name of Business(DBA) : Crescent Ridge Ski and Recreation Area

Address of Premises : 17026 Snowhill Lane

Premises Suite/Apt Number :

City : Honey Creek

County : Pottawattamie

Zip : 51542

Business : (712) 328-5638

Mailing Address: 227 South 6th Street

City : Council Bluffs

State : Iowa

Zip : 51501

▪ Contact Person

Name : Mark Shoemaker

Phone : (712) 328-5638

Email : mark.shoemaker@pottcounty-ia.gov

- **License Information**

License Number : LC0049184

License/Permit Type : Class C Retail Alcohol License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2023-12-21

Expiration Date : 2024-12-20

Sub-Permits : Class C Retail Alcohol License

Privileges : Outdoor Service

Last Day of Business :

- **Status of Business**

Business Type : Municipality

- **Ownership**

Jeff Franco

City : Honey Creek

State : Iowa

Zip : 51542

Position : Executive Director

% of ownership : 0%

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Markel Insurance Company

Policy Effective Date :

Policy Expiration :

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

-

-

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7644 11 400 004

--- Permanent Property Address ---	----- Mailing Address -----
POTTAWATTAMIE COUNTY	POTTAWATTAMIE COUNTY
17026 SNOWHILL LN	227 S 6TH ST
HONEY CREEK, IA 51542	COUNCIL BLUFFS, IA 51501

District: 019 CRESCENT TWP/CB SCHOOL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====
 Go to: <https://www.municipalonlinepayments.com/pottawattamiecola/tax/search/detail/764411400004>

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

CRESCENT TWP 11-76-44 NE SE & SW SE ALL S OF SURVEY LINE & SE SE EXC COMM SE COR TH WLY100' NLY584' ELY85' NLY271' SELY TO E LINE SLY TO POB & 12-76-44 PT SW SW COMM 888.79' N SW COR TH ELY312' N399.93' W285.33' S431.96' TO POB (PARCEL A)

===== ASSESSED VALUE =====
 * Class is for Assessment purposes only - Not Zoning

2024	Comm. Land	Current Value		Class
		Improvement	Total	
Full Value	\$926,600	\$551,800	\$1,478,400	C
Exempt	\$926,600	\$551,800	\$1,478,400	C
Net Total	\$0	\$0	\$0	C

2023	Comm. Land	Prior Year Value		Class
		Improvement	Total	
Full Value	\$926,600	\$437,500	\$1,364,100	C
Exempt	\$926,600	\$437,500	\$1,364,100	C
Net Total	\$0	\$0	\$0	C

===== EXEMPTIONS/CREDITS APPLIED =====
 2023 CGOV COUNTY GOVERNMENT
 2024 CGOV COUNTY GOVERNMENT

===== OWNERS =====
 * Book/Page LINKS TO RECORDER'S WEBPAGE
 1 D POTTAWATTAMIE COUNTY book/page: [2022/00315 D](#)

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

Sale Date	Amount	Code	Book/Page	
12/30/2021	2000000	D2	2022/00315	multiple parcel sale
09/02/2016	1325000	D22	2017/02016	multiple parcel sale
04/01/2014	0	C30	2014/03692	multiple parcel sale
05/13/2013	0	C30	2013/07886	multiple parcel sale
07/19/2008	1325000	C0	2008/10672	multiple parcel sale

===== ASSESSMENT DATA =====
 PDF: 30 MAP: CRESCENT TWP COMM-10

Date Reviewed: 12/29/23 GMS

LAND.....3862029 sqFt 88.66 acres

Commercial Building 1 of 3 -- Clubhouse (305)
 DBA: MT. CRESCENT SKI HILLS
 STRUCTURE....1 story 2376 base SF 2376 bsmt SF 4928 gross SF
 Year Built: 1969 Eff Year: 1969 Condition: Normal
 VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Panel - Softwood
 Drywall or Equiv.
 WallFace: Incl. w / Walls
 Front/Doors: Average Cost Front
 Windows: Wood Casement

Front/Doors: Incl. w / Base
 Windows: Incl. w / Base
 HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Struc Floor: Concrete
 Floor Cover: Carpet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Forced Hot Air

PLUMBING.....3-Fixture Bathroom (1)
 ADJUSTMENTS..A/C - deduct (280)
 BLDG EXTRAS..1 PORCH: 140 SF, Porch (commercial)

Commercial Building 3 of 3 -- Metal Warehouse - Post Frame (603)
 DBA: MT. CRESCENT SKI HILLS

STRUCTURE....1 story 2736 base SF 0 bsmt SF 5396 gross SF
 Year Built: 1989 Eff Year: 1989 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)
 Int Wall: Unfinished

Front/Doors: Incl. w / Base
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: Mtl/ Frm/ Insul.
 Ceiling: Incl. w/ Base
 Struc Floor: Incl. w/ Base
 Partitions: Incl. w / Base
 Framing: Pole Construction
 HVAC: Suspended Gas Unit

ADJUSTMENTS..Liner - compo (SFSA) (5380)
 BLDG EXTRAS..1 DOOR: O.H. - Door - Manual, 18 Ft Wide, 12 Ft High

Commercial Building 3 of 3 Addition 1 -- Metal Warehouse - Post Frame (603)
 DBA: MT. CRESCENT SKI HILLS

STRUCTURE....1 story 2660 base SF 0 bsmt SF
 Year Built: 1998 Eff Year: 1998 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)
 Int Wall: Unfinished

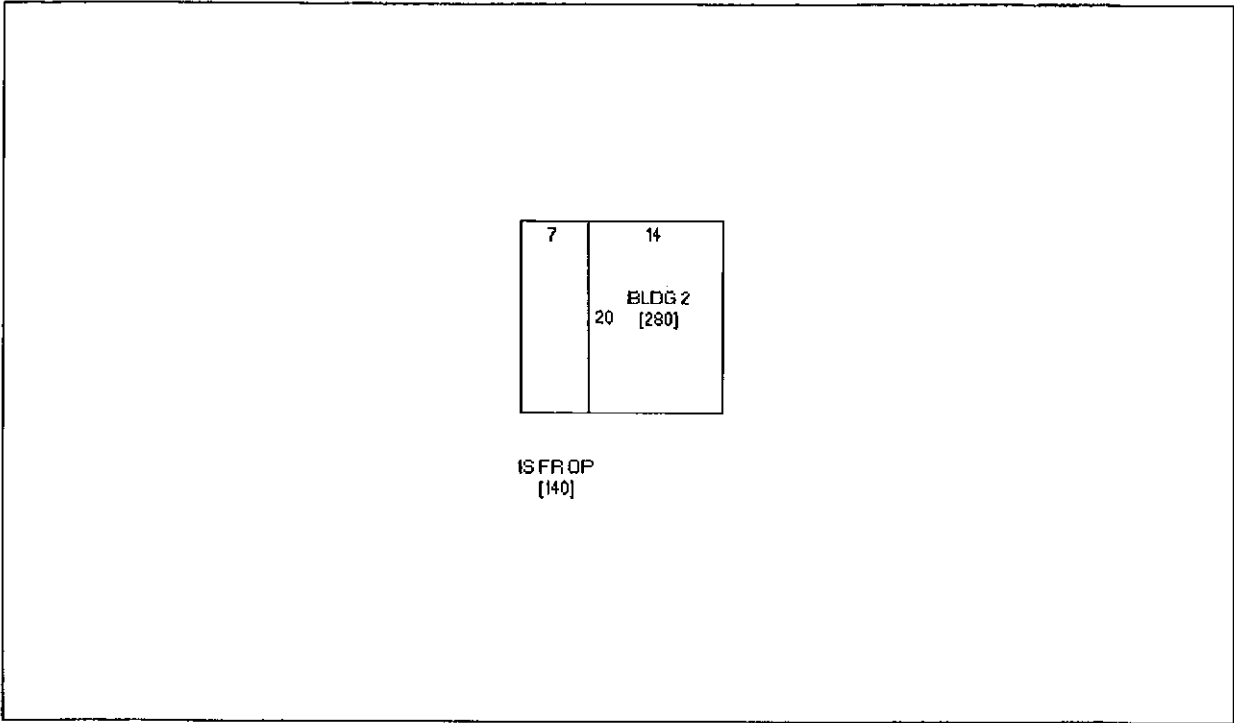
Front/Doors: Incl. w / Base
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: Mtl/ Frm/ Insul.
 Ceiling: Incl. w/ Base
 Struc Floor: Incl. w/ Base
 Partitions: Incl. w / Base
 Framing: Pole Construction
 HVAC: No HVAC

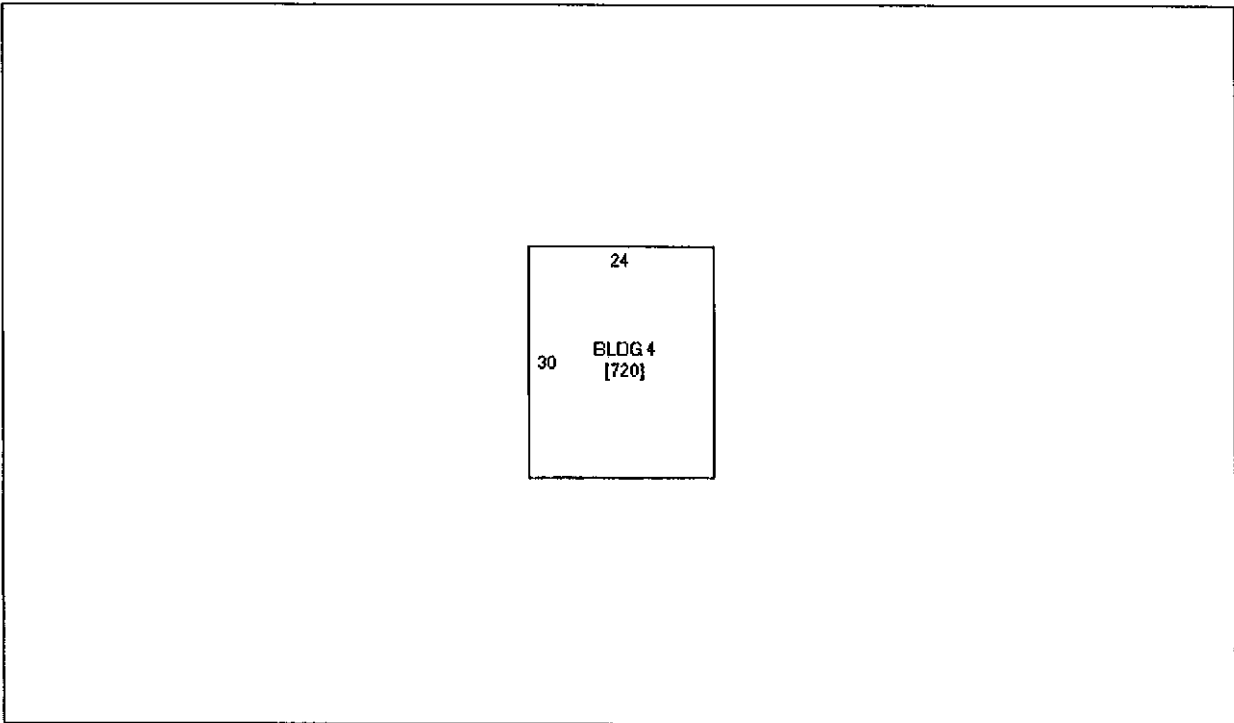
BLDG EXTRAS..1 Door: O.H. - Door - Manual, 18 Ft Wide, 12 Ft High

YARD EXTRAS..Paving - Asphalt 20,000 SF, Asphalt Parking
 FENCING - CHAIN No Barbs, 6 Ft-Hgh, 320 LF, 0 LF-Gates, No Sec. Gate
 Shed 136 SF, Frame Shed
 Shed 60 SF, Frame Shed
 SKI LIFT Quantity=1,000.00 Lineal Feet, Height=0
 SKI LIFT Quantity=1,000.00 Lineal Feet, Height=0
 SKI LIFT WITH SEATS Quantity=1,000.00 Lineal Feet, Height=0
 2 Porches,Decks,Patios,etc. 300 SF, Porch (commercial)
 Equipment Building 1,104 SF, Cement Block

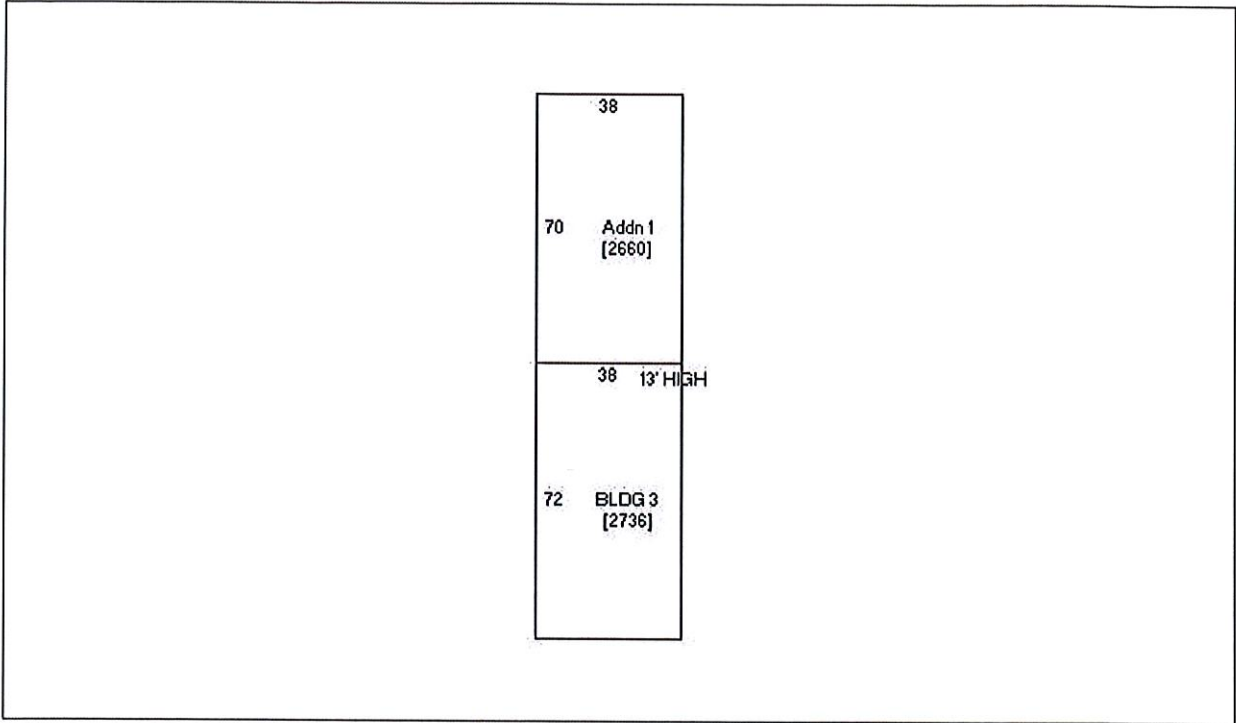
##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Machine or Utility Building	24 x 30	720 SF	1960



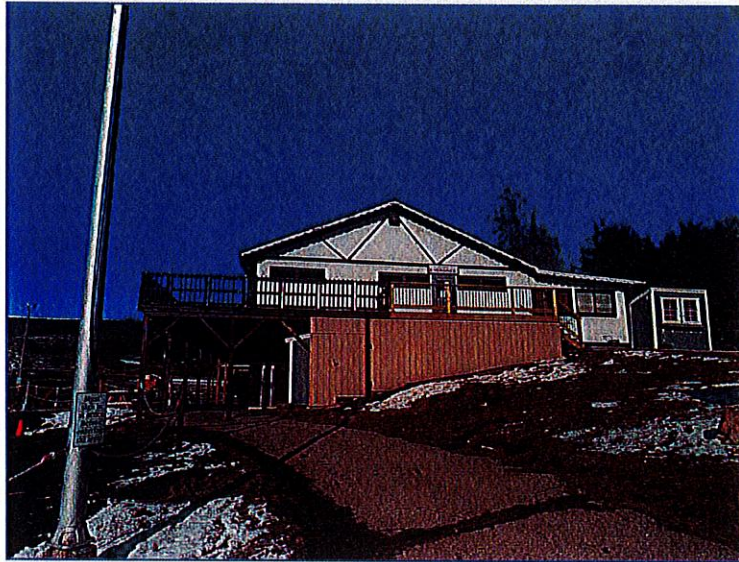
17026 SNOWHILL LN, POTTAWATTAMIE COUNTY



17026 SNOWHILL LN, POTTAWATTAMIE COUNTY

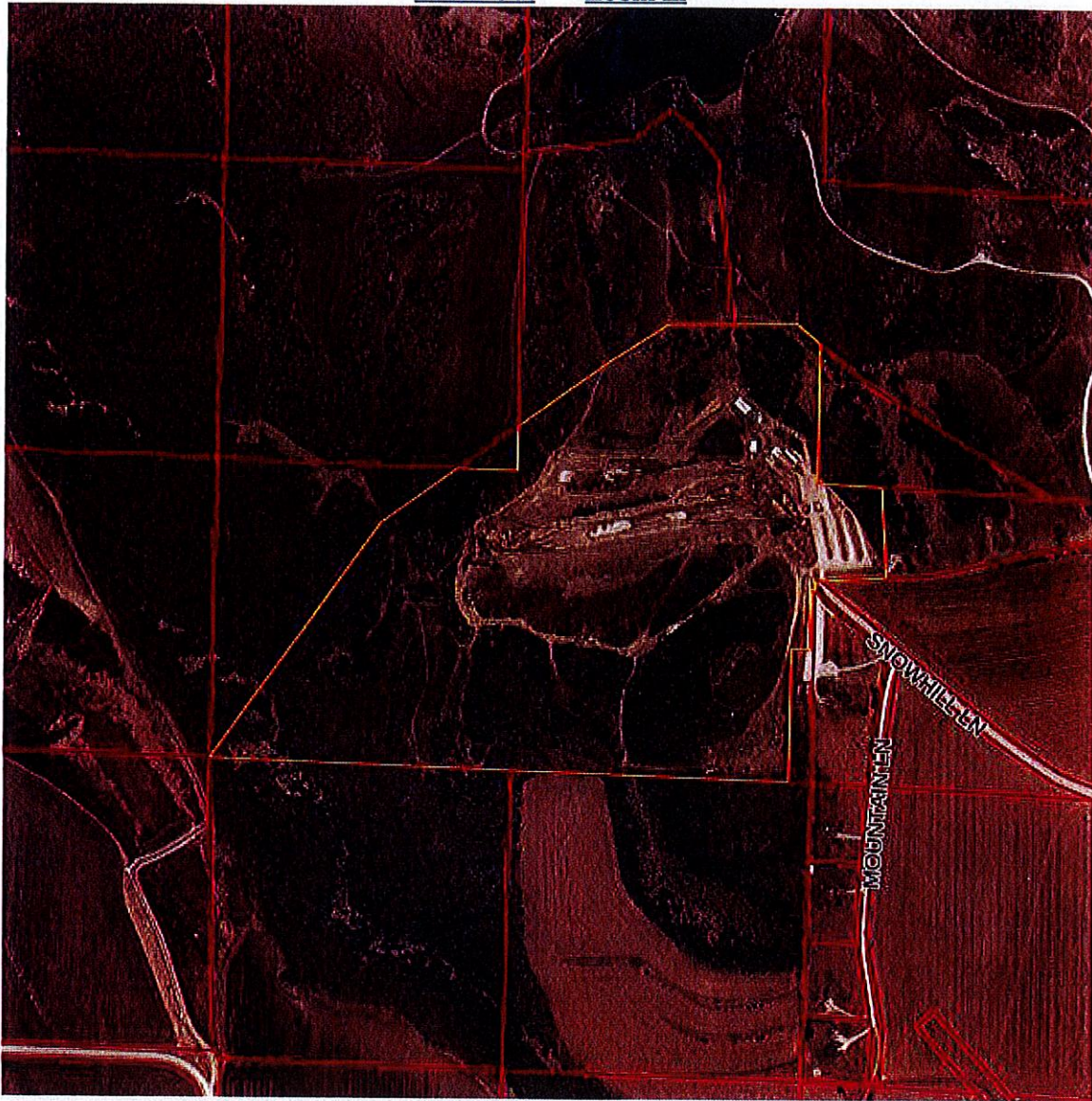


17026 SNOWHILL LN, POTTAWATTAMIE COUNTY



17026 SNOWHILL LN, POTTAWATTAMIE COUNTY, 1 12/29/2023

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



4800ft x 4800ft

Click any parcel to go to its web page

Spring 2024 aerial

See [more maps](#) at the [County GIS Department](#).

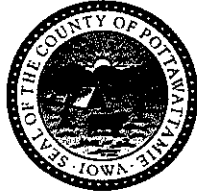
As of: On Web

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Scheduled Sessions

Judge Kathleen Kilnoski

**Discussion and/or decision to approve
Application for Use of Pottawattamie
County Grounds for use of County
Courthouse for National Adoption Day
Celebration on Saturday, November 23,
2024.**



APPLICATION FOR USE OF POTTAWATTAMIE COUNTY GROUNDS

After you have completed this form, please return it to: Board of Supervisors, 227 South 6th Street, 2nd Floor, Council Bluffs, Iowa or by fax at (712) 328-5770. For questions concerning this application, please contact the Board of Supervisors at (712) 328-5644. All applications should be submitted at least three weeks in advance of your event.

This form must be accompanied by a cover letter describing event. Any changes to the event or Responsible Party after the Application has been approved must be reported to the Board of Supervisors at (712) 328-5644. Applications must be resubmitted on an annual basis.

All County grounds and buildings are Smoke-Free and Weapons-Free.

Requesting Use of: Courthouse Veteran's Building (Only available for use by approved Veteran's Organizations)

Date(s) of use: November 23, 2024

Time of use (start and end times): 7:00 a.m. - Noon

Group/Individual Requesting Use: Fourth Judicial District

Name of Contact Person: Kathleen Kilnoski

Contact Address: 227 S. 6th St, Rm 413

Telephone Number: 712-328-5754 Fax Number: 712-328-5629

Contact E-mail Address: Kathleen.Kilnoski@lowacourts.gov

Name of Event: National Adoption Day

Type of Event/Use: Adoption hearings, refreshments, crafts

Specific areas of Courthouse grounds you request to use: Main lobby, 4th Floor

Is the event open to the general public? Yes No

Number of participants expected:

What equipment will be used on the grounds? (e.g.: chairs, tables, electrical equipment, restroom facilities) chairs, tables, stage, sound system

When will equipment be set up? Friday afternoon, 11/22/24

Is food and/or beverage to be served? Yes No (NOTE: NO alcohol beverages are allowed.)

If yes, describe: cookies, coffee, cupcakes, water

Has this group used Courthouse grounds for other events? Yes No

If so, please list functions and dates: National Adoption Day

A liability insurance policy naming the County as an "additional insured" is required in the amount of at least \$1 million at the time of event.

Does this group have liability insurance to cover this event? Yes No N/A

.....

I have read the *Rules For Use of Pottawattamie County Courthouse Grounds*. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold the County (including its governing bodies, individual departments, employees, and agents) free and harmless from any damage, loss, liability, cost, or expense that may arise during or be caused in any way by this scheduled event and any activities related to it.

[Signature]
Signature of Responsible Party

10/22/24
Date

*** FOR COUNTY USE ONLY ***

Certificate of Insurance Received: Yes Date Received: _____ No Waived

Buildings and Grounds: N/A Approved Denied

Sheriff/Courthouse Security N/A Approved Denied

BOARD OF SUPERVISORS DECISION

Board Meeting Date: _____

Board Decision: Approved Denied

Notes and Comments: _____

Board of Supervisors, Chairman or Designee

VETERANS COMMISSION DECISION (Veteran's Building Only)

Commission Meeting Date: _____

Commission Decision: Approved Denied

Notes and Comments: _____

Veteran's Commission, Chairman or Designee

**Mark Eckman/Executive Director, Council
Bluffs Convention & Visitors Bureau**

Update from Pottawattamie Tourism.

**Matt Wyant/Director, Planning and
Development and Maria Sieck/Administrator,
Public Health**

Discussion and/or decision to sign letter of support to the
American Medical Association (AMA) award nomination
for Maria Torres, Health Equity Coordinator.

Chair Susan Miller
Scott Belt
Tim Wichman
Brian Shea
Jeff Jorgensen

October 29, 2024

Dear Dr. Madara and AMA Selection Committee,

On behalf of the Pottawattamie County (IA) Board of Supervisors, thank you for inviting Pottawattamie County Public Health (PCPH) to apply for a 2024 American Medical Association (AMA) “Award for Outstanding Government Service.” With this letter, our Board expresses its enthusiastic support for the nomination of Maria Torres, PCPH Health-Equity Coordinator, and her new “Wings around Town” (“Wings”) community public-health program, for recognition in the “Special Project” category.

During its 2018 health-needs assessment, PCPH discovered that it needed to increase engagement with our local underserved populations—including migrants, immigrants, refugees, and the homeless—by improving their awareness of and access to the department’s services and supports. In response to these findings, in 2020, the Pottawattamie County Board of Health passed an official resolution deeming health equity to be a pressing local priority.

Maria’s 2021 hiring by PCPH was made to help mitigate these disparities, thus making her one of the first such public-health officials in Iowa. And now her art-oriented Wings program is directly addressing this situation by offering informative public-health presentations to these audiences in convenient, welcoming locations around Pottawattamie County (what’s more, the importance of this initiative is likely to grow: preliminary results from PCPH’s 2024 follow-up assessment further underscore the need for our community to minimize/eliminate health-related barriers within underserved populations.)

In fact, just by the end this year (the program’s first) she will have already reached an estimated 450 local attendees with her talks—some of them bi-lingual. Ultimately, Maria and PCPH hope that 8-10 percent of audience members will subsequently access local public-health, healthcare, and/or social services and supports. And we’re pleased to note that once the program’s interactive wings sculpture is covered in some 3,000 clay feathers—each placed by an individual attendee—this display will be auctioned off by a local non-profit organization to help fund college scholarships for deserving local high-school students.

In southwest Iowa, we’re strongly motivated to do whatever we can to help one another, and anyone we know of who may be in need. Under Maria’s leadership, the Wings program embodies this ethic—thus serving as an excellent representation of our entire community. And on that note: we should also mention that she has likewise become known for voluntarily lending her translation/interpretation skills to various local events—regularly doing so on her own time and outside her PCPH job requirements.

Consequently, on behalf of our Board, and everyone here in Council Bluffs and Pottawattamie County, we would sincerely appreciate your consideration of Maria, Wings, and PCPH for this prestigious AMA Government Service award.

Sincerely,

Susan Miller, Chair
Pottawattamie County Board of Supervisors

Peggy Becker/Administrator, Veterans Service

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 61-2024 entitled: Resolution Supporting Operation Green Light for Veterans.

RESOLUTION NO. 61-2024

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Pottawattamie County Iowa have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Pottawattamie County Iowa seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm’s way for the good of all; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Pottawattamie County Iowa appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Pottawattamie County Iowa hereby declares from Sunday November 3rd, 2024, through Veterans Day, November 11th, 2024, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Pottawattamie County Iowa encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 3rd through the 11th, 2024.

Dated this 29th Day of October, 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

Peggy Becker/Administrator, Veterans Service

Discussion and/or decision to approve and authorize the signage for the Veterans Service building.



vital signs
UNLIMITED, INC.
925 South 7th Street, Council Bluffs, IA 51501

PROPOSAL

240970-02

Date: 09/10/2024

Expires:

Drawing Numbers: 240970-01

Project: Pottawattamie County Veterans Service Office building
623 6th Ave
Council Bluffs, IA 51501

Client: Pottawattamie County Veterans Service Office building
623 6th Ave
Council Bluffs, IA 51501

Contact: Rebekah Adair rebekah.adair@pottcounty-ia.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
Option 2 - 1/4" Aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the South elevation	\$4,170.00
Option 2 - 1/4" aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the South elevation - Veterans Service Office	\$4,284.00
Option 2 - 1/4" Aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the East elevation	\$4,170.00
Option 2 - 1/4" Aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the North elevation - Veterans Service Office	\$4,284.00
Option2 - 1/4" Aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the North elevation	\$4,170.00
Option 2 - 1/4" Aluminum FCO's Fabricate and install QTY 1 new illuminated wall sign on the East elevation - Your Getaway to Veterans Services	\$5,712.00

Signs permits are to be additional and billed on the final invoice.

Deposit Rate: 60%
Deposit: \$16,074.00

Subtotal: \$26,790.00

Total: \$26,790.00

Salesperson: Olivia True

Buyer _____ Seller _____



vital signs
UNLIMITED, INC.
925 South 7th Street, Council Bluffs, IA 51501

PROPOSAL

240970-01
Date: 09/10/2024
Expires:
Drawing Numbers: 240970-01

Project: Pottawattamie County Veterans
Service Office building
623 6th Ave
Council Bluffs, IA 51501

Client: Pottawattamie County Veterans
Service Office building
623 6th Ave
Council Bluffs, IA 51501

Contact: Rebekah Adair rebekah.adair@pottcounty-ia.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the South elevation	\$8,500.00
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the South elevation - Veterans Service Office	\$7,560.00
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the East elevation	\$8,500.00
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the North elevation - Veterans Service Office	\$7,560.00
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the North elevation	\$8,500.00
Option 1 - 3" Reverse Channel Letters Fabricate and install QTY 1 new illuminated wall sign on the East elevation - Your Getaway to Veterans Services	\$10,440.00

Sign permits are to be additional and billed on the final invoice.

Deposit Rate: 60%
Deposit: \$30,636.00

Subtotal: \$51,060.00

Total: \$51,060.00

Salesperson: Olivia True

Buyer _____ Seller _____



Quote# : 32420

Submitted: 9/24/2024

SalesPerson: Deb Gorat

For: Pottawattamie County
 Attn: Rebekah
 23 6th Avenue
 Council Bluffs, IA 51501

Project: Veterans Service Office
 Phone: 712-328-5797
 Misc:
 Email: rebekah.adair@pottcounty-ia.gov

Delivery:
 PO#: 32420
 Date: 9/24/2024

Item#	Description:	Qty	UnitPrice	Total
1	65"ht x 79"w exterior displays 7.2" cap height "Pottawattamie County" and 38.4"ht x 31.3"w "P" logo - 1/4" aluminum painted MP 70019 blue - stud mount to wall "P" logo to have flat bed printed graphics on the face Flame graphic - 1/4" aluminum flat bed printed graphics on the face flush mount to "P" and projected 1/4" from wall where applicable Bucket truck required ** city permit fee TBD	3	\$2,995.25	\$8,985.75
	Install:			\$0.00
	Delivery:			\$0.00
			Total:	\$8,985.75

Item#	Description:	Qty	UnitPrice	Total
2	234.8" wide exterior letter displays 15" cap height "Veterans Service Office"- 1/4" aluminum painted MP 70019 blue Stud mount flush to wall ** city permit fee TBD	2	\$2,365.00	\$4,730.00
	Install:			\$0.00
	Delivery:			\$0.00
			Total:	\$4,730.00

Item#	Description:	Qty	UnitPrice	Total
3	147" wide exterior letter displays 12" cap height "Your Gateway to Veterans Services"- 1/4" aluminum painted MP 70019 blue Stud mount flush to wall ** city permit fee TBD	1	\$2,492.50	\$2,492.50
	Install:			\$0.00
	Delivery:			\$0.00
			Total:	\$2,492.50

Item#	Description:	Qty	UnitPrice	Total
4	Installation fee for items 1 thru 3 above No existing signage to be removed by Metal Logos Bucket truck required for installation of items above ** city permit fee TBD	1	\$3,727.50	\$3,727.50
	Install:			\$0.00
	Delivery:			\$0.00
			Total:	\$3,727.50

***NOTE: Applicable city sales tax is not included in pricing above but will be added to final invoice upon completion of the job.**

***NOTE: Regarding Local Installs: all installation costs are based upon normal conditions. In the case of unexpected problems, actual costs may change slightly.**

***NOTE: 50% down payment required for completion of orders.**

***NOTE: production time is approximately 4 - 6 weeks from date of signed contract.**

***NOTE: quoted pricing valid for 30 days**

Handwritten: #1993575

_____ AUTHORIZED SIGNATURE	
_____ TITLE	_____ DATE

LEGAL NAME OF BUSINESS: _____
_____ FEDERAL ID #:

Metal Logos signs are covered by a limited warranty. We will repair or replace any properly installed sign or sign part found to be defective, exclusive of transportation and installation costs, for one year. Thanks for the opportunity to quote on your project!

John Rasmussen/Engineer

Discussion and/or decision to approve Right of Way contract for Project BRS-C078(177) –8J-78 with Gabriel Robinson in the amount of \$289.03.

CONTRACT

THIS AGREEMENT Made and entered into this 5TH of SEPTEMBER, A.D. 2024

By and between Gabriel Robinson

Address 21252 Shadow Avenue, Honey Creek, Iowa 51542

of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$289.03 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 27 Township 77N Range 43W

As shown on plans for Project No. BROS-C078(177)—8J-78 Additional Rights of Way as follows:

See attached plat and legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 5TH day of SEPTEMBER, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.01 acres at \$13,902.91 per acre =	\$139.03
Abstract Allowance =	\$150.00

TOTAL	\$289.03
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Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) 
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By _____, Chairman
Party of the Second Part

PURCHASE AGREEMENT

PARCEL NO. 01

COUNTY: Pottawattamie

PROJECT NO. 20.02364; BROS-CO78(177)—8J-78

PROJECT NAME: Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project

SELLER: GABRIEL ROBINSON

THIS AGREEMENT entered into this ___ day of _____, 2024, by and between SELLER and Pottawattamie County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy (permanent easement rights to) the real estate situated in Pottawattamie County, Iowa, and legally described on the attached **Easement Drawings**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and which include the following: **LAND ONLY**. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ <u>289.03</u>	on right of possession	_____
\$ <u>0.00</u>	on conveyance of title	<u>N/A</u>
\$ <u>0.00</u>	on surrender of possession	<u>N/A</u>
\$ <u>0.00</u>	on possession and conveyance	<u>N/A</u>
_____	_____	_____
_____	_____	_____

\$ 289.03 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 _____ sq.ft.	<u>\$0.00</u>
Underlying Fee Title	0 _____ sq.ft.	<u>\$0.00</u>
Permanent Easement	<u>0.01</u> Acres.	<u>\$139.03</u>
Temporary Easement	0 _____ sq.ft.	<u>\$0.00</u>
Abstract Fee/Other		<u>\$150.00</u>
Total		<u>\$0.00</u>
Additional Damages		_____

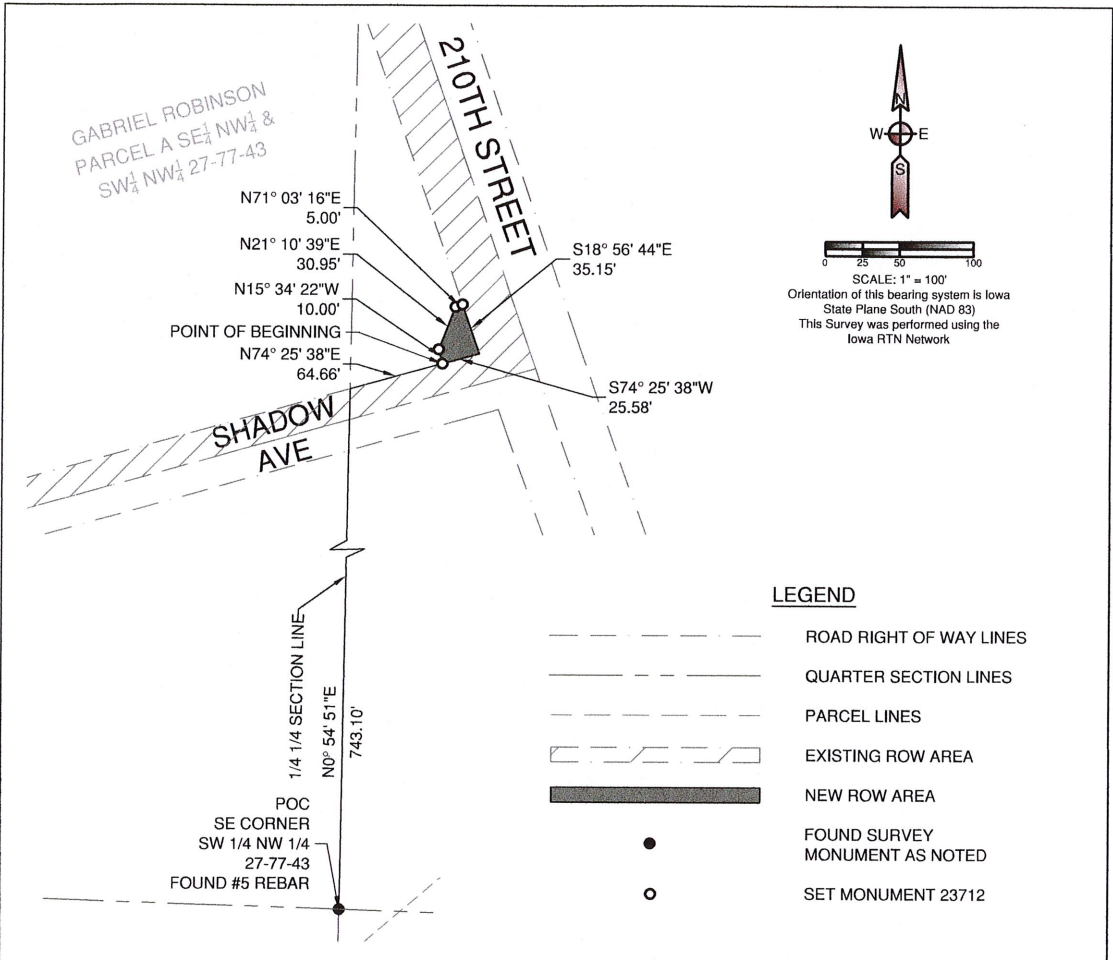
DISTRIBUTION: ONE COPY RETURNED TO COUNTY -- ONE COPY RETAINED BY SELLER

4. **SELLER WARRANTS that there are no tenants on the premises holding under lease except: None**

5. **Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.**
6. **This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:**

7. **SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.**
8. **BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.**
9. **If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.**
10. **These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.**
11. **BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.**
12. **This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.**
13. **SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except:**

14. **If BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing" attached, on SELLER'S property for the purpose of allowing the County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate upon acceptance of the project by Pottawattamie County, Iowa.**



PROPERTY DESCRIPTION

PARCEL A

A part of the Southeast Quarter of the Northwest Quarter and a part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M. *As described in Warranty Deed filed as document 2013-01623, in the Office of the Recorder, Pottawattamie County, Iowa.*

NEW RIGHT OF WAY DESCRIPTION

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence North 00°54'51" East, 743.10 feet; thence North 74°25'38" East, 64.66 feet to the TRUE POINT OF BEGINNING; thence North 15°34'22" West, 10.00 feet; thence North 21°10'39" East, 30.95 feet; thence North 71°03'16" East, 5.00 feet; thence South 18°56'44" East, 35.15 feet; thence South 74°25'38" West, 25.58 feet to the TRUE POINT OF BEGINNING and containing 0.01 acres, more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater _____ Date _____

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

POTTAWATTAMIE COUNTY
ACQUISITION PLAT
SECTION 27, TOWNSHIP 77 NORTH, RANGE
43 WEST OF THE 5TH P.M.

Project Number: 20.02364
Date: 4-8-2024
Drawn By: KJW
Approved By: DJK
Sheets: 1 of 1

Parcel #
Landowner

Parcel 01
DANIEL ROBINSON

METHODS & FACTORS - IOWA CODE 6B.45
Easement Payment Calculation Sheet 05/01/2024

A. Land Value / Acre \$13,902.91 /Acre

Land Values based on an Iowa Land Sales Report

B. Permanent Roadway Easement Area Value \$13,902.91 /Acre

100% of land value / acre

C. Temporary Easement Area Value \$1,390.29 /Acre

10% of land value / acre

D. Permanent Roadway Easement Area In Acres 0.01 Acres

E. Temporary Easement Area in Acres 0.00 Acres

F. Miscellaneous Payments (Landscaping, Fence, Relocation, Etc.) \$150.00

1 Abstract Update Compensation

2

3

G. Payment For Permanent Easement \$139.03

Payment = B x D

H. Payment For Temporary Easement \$0.00

Payment = C x E

I. Miscellaneous Payment \$150.00

Payment = F


J. Total Payment \$289.03

Payment = G + H + I

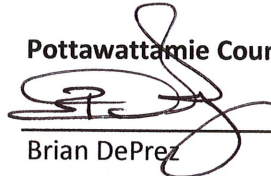
Date:

6-4-24

Landowner:



Pottawattamie County



Brian DePrez

5/1/2024

Date

John Rasmussen/Engineer

Discussion and/or decision to approve Right of Way contract for Project BRS-C078(177) –8J-78 with RBR Farms LLC in the amount of \$22,413.00.

CONTRACT

THIS AGREEMENT Made and entered into this 5TH of SEPTEMBER, A.D. 2024

By and between RBR Farms, LLC

Address 812 Lincoln Street, Minden, Iowa 51553

of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$22,413.00 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 27 Township 77N Range 43W

As shown on plans for Project No. BROS-C078(177)—8J-78 Additional Rights of Way as follows:

See attached plat and legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 5TH day of SEPTEMBER, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 1.31 acres at \$14,800.00 per acre =	\$19,388.00
Approximately 0.25 acres at \$11,500.00 per acre =	\$ 2,875.00
Abstract Allowance =	\$ 150.00

TOTAL	\$22,413.00
-------	-------------

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) RBR Farms LLC by B Seel
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By _____, Chairman
Party of the Second Part

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 02

COUNTY: Pottawattamie

PROJECT NO. 20.02364; BROS-CO78(177)-8J-78

PROJECT NAME: Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project

SELLER: RBR FRARMS, LLC

THIS AGREEMENT entered into this ___ day of _____, 2024, by and between SELLER and Pottawattamie County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy (permanent easement rights to) the real estate situated in Pottawattamie County, Iowa, and legally described on the attached Easement Drawings. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and which include the following: LAND ONLY. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
<u>\$22,413.00</u>	on right of possession	_____
<u>\$ 0.00</u>	on conveyance of title	<u>N/A</u>
<u>\$ 0.00</u>	on surrender of possession	<u>N/A</u>
<u>\$ 0.00</u>	on possession and conveyance	<u>N/A</u>

\$ 22,413.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Permanent Easement	<u>1.31</u> Acres.	<u>\$19,388.00</u>
Permanent Easement	<u>0.25</u> sq.ft.	<u>\$2,875.00</u>
Abstract Fee/Other		<u>\$150.00</u>
Total		<u>\$0.00</u>
Additional Damages		_____

DISTRIBUTION: ONE COPY RETURNED TO COUNTY -- ONE COPY RETAINED BY SELLER

- 4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

- 7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
- 9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
- 10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
- 11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
- 12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

- 14. If BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing" attached, on SELLER'S property for the purpose of allowing the County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate upon acceptance of the project by Pottawattamie County, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

GRANTOR(S): RBR FARMS LLC

By: [Signature]
Ryan Schroder
Print Name and Title

By: _____

Print Name and Title

ALL PURPOSE ACKNOWLEDGMENT

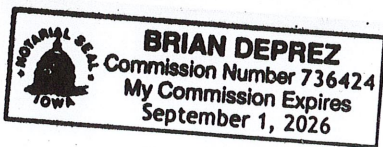
STATE OF Iowa }
COUNTY OF Pottawattamie ss:

On this 4 day of June, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Schroder,
_____ to me personally known

or 4 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature] (Sign in Ink)
Brian DePrez (Print/Type Name)

Notary Public in and for the State of Iowa
(NOTARY SEAL)



RECOMMENDED BY

[Signature]
BRIAN DePREZ, Project Manager (Date) 5-1-24

BUYER'S APPROVAL

Signed by: _____ (Date)
County Board Chairman

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me to be an agent of Pottawattamie County, Iowa and who did say that said instrument was signed on behalf of the County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the County and by it voluntarily executed.

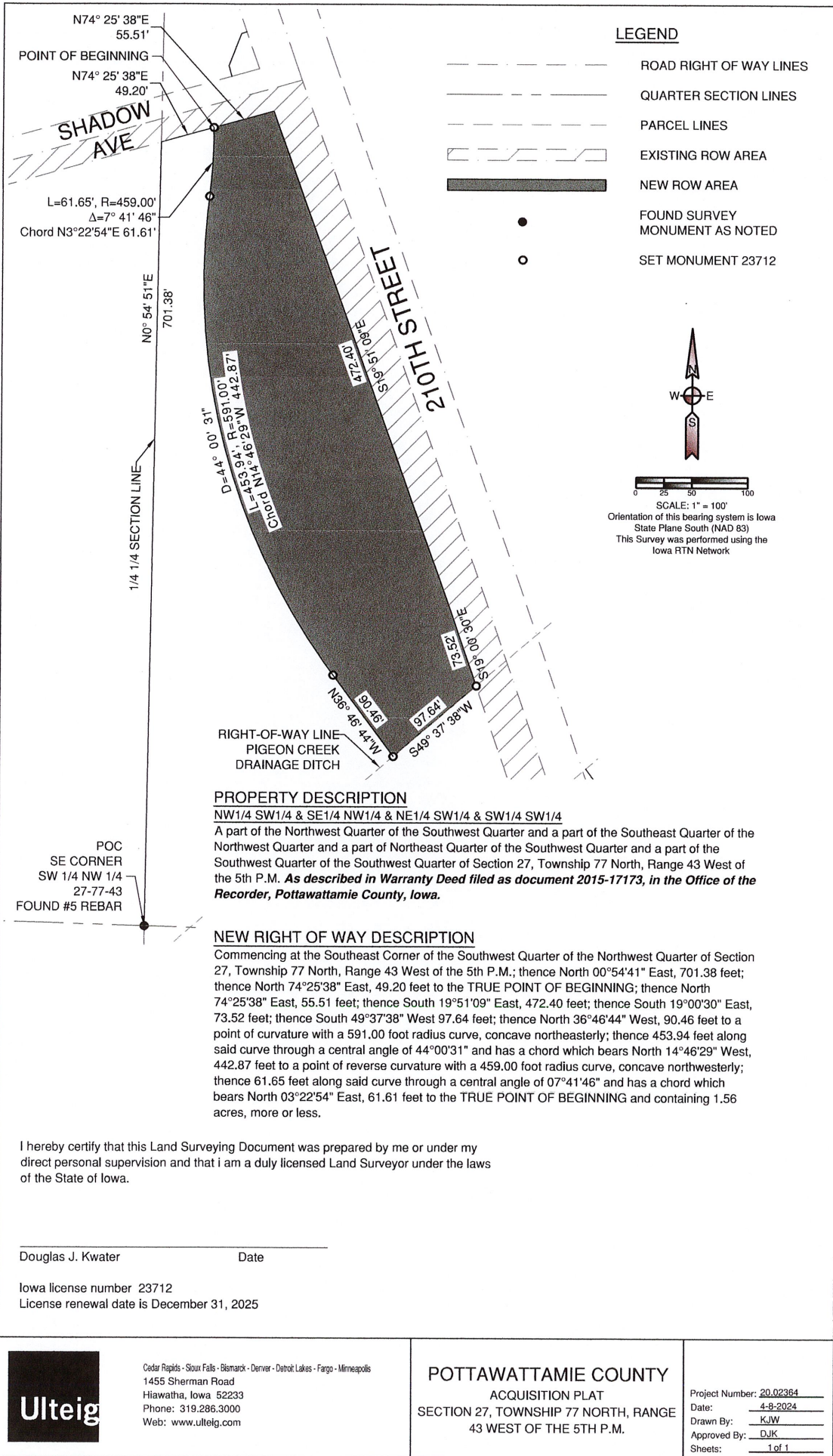
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
RBR FARMS LLC



LEGEND

- ROAD RIGHT OF WAY LINES
- QUARTER SECTION LINES
- PARCEL LINES
- EXISTING ROW AREA
- NEW ROW AREA
- FOUND SURVEY MONUMENT AS NOTED
- SET MONUMENT 23712



SCALE: 1" = 100'
 Orientation of this bearing system is Iowa State Plane South (NAD 83)
 This Survey was performed using the Iowa RTN Network

PROPERTY DESCRIPTION

NW1/4 SW1/4 & SE1/4 NW1/4 & NE1/4 SW1/4 & SW1/4 SW1/4
 A part of the Northwest Quarter of the Southwest Quarter and a part of the Southeast Quarter of the Northwest Quarter and a part of Northeast Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M. **As described in Warranty Deed filed as document 2015-17173, in the Office of the Recorder, Pottawattamie County, Iowa.**

NEW RIGHT OF WAY DESCRIPTION

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence North 00°54'41" East, 701.38 feet; thence North 74°25'38" East, 49.20 feet to the TRUE POINT OF BEGINNING; thence North 74°25'38" East, 55.51 feet; thence South 19°51'09" East, 472.40 feet; thence South 19°00'30" East, 73.52 feet; thence South 49°37'38" West 97.64 feet; thence North 36°46'44" West, 90.46 feet to a point of curvature with a 591.00 foot radius curve, concave northeasterly; thence 453.94 feet along said curve through a central angle of 44°00'31" and has a chord which bears North 14°46'29" West, 442.87 feet to a point of reverse curvature with a 459.00 foot radius curve, concave northwesterly; thence 61.65 feet along said curve through a central angle of 07°41'46" and has a chord which bears North 03°22'54" East, 61.61 feet to the TRUE POINT OF BEGINNING and containing 1.56 acres, more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater _____ Date _____

Iowa license number 23712
 License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis
 1455 Sherman Road
 Hiawatha, Iowa 52233
 Phone: 319.286.3000
 Web: www.ulteig.com

POTTAWATTAMIE COUNTY
 ACQUISITION PLAT
 SECTION 27, TOWNSHIP 77 NORTH, RANGE
 43 WEST OF THE 5TH P.M.

Project Number: 20.02364
 Date: 4-8-2024
 Drawn By: KJW
 Approved By: DJK
 Sheets: 1 of 1

Parcel #
Landowner

Parcel 03
RBR FARMS LLC

METHODS & FACTORS - IOWA CODE 6B.45
Easement Payment Calculation Sheet 05/31/2024

A. Land Value / Acre \$11,500.00 /Acre
Land Values based on an *Iowa Land Sales Report*

B. Permanent Roadway Easement Area Value (Road) \$14,800.00 /Acre
100% of land value / acre

C. Permanent Roadway Easement Area Value(Field) \$11,500.00 /Acre
10% of land value / acre

D. Permanent Roadway Easement Area In Acres 1.31 Acres

E. Temporary Easement Area in Acres 0.25 Acres

F. Miscellaneous Payments (Landscaping, Fence, Relocation, Etc.) \$150.00

1 Abstract Update Compensation

2

3


G. Payment For Permanent Easement (Road) \$19,388.00
Payment = B x D


H. Payment For Permanent Easement (Field) \$2,875.00
Payment = C x E

I. Miscellaneous Payment \$150.00
Payment = F

J. Total Payment \$22,413.00
Payment = G + H + I

Date: 6-4-24

Landowner: 

Pottawattamie County

Brian DePrez
5/31/2024
Date

John Rasmussen/Engineer

Discussion and/or decision to approve Right of Way contract for Project BRS-C078(177) –8J-78 with RBR Farms LLC in the amount of \$3,255.00.

CONTRACT

THIS AGREEMENT Made and entered into this 5TH of SEPTEMBER, A.D. 2024

By and between RBR Farms, LLC

Address 812 Lincoln Street, Minden, Iowa 51553
of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$3,255.00 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 27 Township 77N Range 43W

As shown on plans for Project No. BROS-C078(177)—8J-78 Additional Rights of Way as follows:

See attached plat and legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 5TH day of SEPTEMBER, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.27 acres at \$11,500.00 per acre =	\$3,105.00
Abstract Allowance =	\$ 150.00
TOTAL	\$3,255.00

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) RBR Farms LLC by B. S. [Signature]
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By _____, Chairman
Party of the Second Part

PURCHASE AGREEMENT

PARCEL NO. 03

COUNTY: Pottawattamie

PROJECT NO. 20.02364; BROS-CO78(177)—8J-78

PROJECT NAME: Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project

SELLER: RBR FRARMS, LLC

THIS AGREEMENT entered into this ___ day of _____, 2024, by and between SELLER and Pottawattamie County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy (permanent easement rights to) the real estate situated in Pottawattamie County, Iowa, and legally described on the attached Easement Drawings. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

- 1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and which include the following: **LAND ONLY**. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
- 2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
- 3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
<u>\$3,255.00</u>	on right of possession	_____
<u>\$ 0.00</u>	on conveyance of title	<u>N/A</u>
<u>\$ 0.00</u>	on surrender of possession	<u>N/A</u>
<u>\$ 0.00</u>	on possession and conveyance	<u>N/A</u>

\$ 3,255.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Permanent Easement	<u>0.27</u> Acres.	<u>\$3,105.00</u>
Temporary Easement	<u>0</u> sq.ft.	<u>\$0.00</u>
Abstract Fee/Other		<u>\$150.00</u>
Total		<u>\$0.00</u>
Additional Damages		_____

DISTRIBUTION: ONE COPY RETURNED TO COUNTY -- ONE COPY RETAINED BY SELLER

- 4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

- 7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
- 9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
- 10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
- 11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
- 12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

- 14. If BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing" attached, on SELLER'S property for the purpose of allowing the County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate upon acceptance of the project by Pottawattamie County, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

GRANTOR(S): RBR FARMS LLC

By: _____

Print Name and Title

By: _____

Print Name and Title

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A.D. 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

_____ to me personally known

or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ (Sign in Ink)

_____ (Print/Type Name)

Notary Public in and for the State of _____
(NOTARY SEAL)

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL

___ CORPORATE

Title(s) of Corporate Officer(s):

___ Corporate Seal is affixed

___ No Corporate Seal procured

___ PARTNER(s): ___ Limited Partnership

___ General Partnership

___ ATTORNEY-IN-FACT

___ EXECUTOR(s) or TRUSTEE(s)

___ GUARDIAN(s) or CONSERVATOR(s)

___ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

RBR FARMS LLC

RECOMMENDED BY

BRIAN DePREZ, Project Manager (Date)

BUYER'S APPROVAL

Signed by: (Date)
County Board Chairman

BUYER'S ACKNOWLEDGMENT

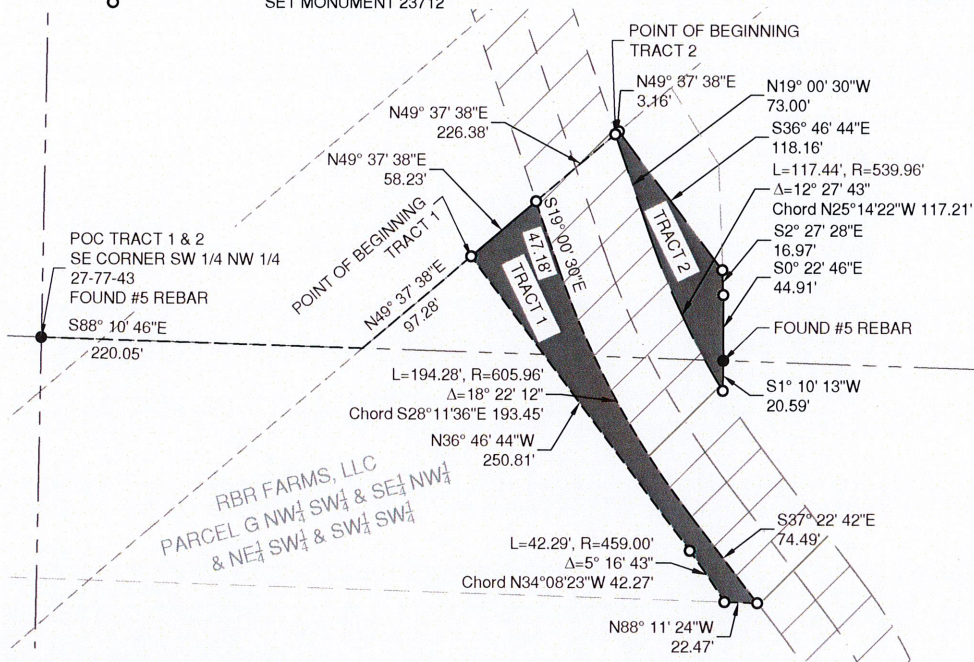
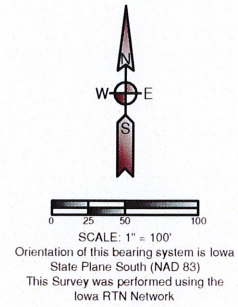
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me to be an agent of Pottawattamie County, Iowa and who did say that said instrument was signed on behalf of the County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the County and by it voluntarily executed.

Notary Public in and for the State of Iowa

LEGEND

- ROAD RIGHT OF WAY LINES
- - - QUARTER SECTION LINES
- - - PARCEL LINES
- ▭ EXISTING ROW AREA
- ▬ NEW ROW AREA
- FOUND SURVEY MONUMENT AS NOTED
- SET MONUMENT 23712



PROPERTY DESCRIPTION

Parcel G NW1/4 SW1/4 & SE1/4 NW1/4 & NE1/4 SW1/4 & SW1/4 SW1/4

A part of the Northwest Quarter of the Southwest Quarter and a part of the Southeast Quarter of the Northwest Quarter and a part of Northeast Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M. **As described in Warranty Deed filed as document 2015-17173, in the Office of the Recorder, Pottawattamie County, Iowa.**

NEW RIGHT OF WAY DESCRIPTION

TRACT 1: Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence South 88°10'46" East, 220.05 feet; thence North 49°37'38" East, 97.28 feet to the TRUE POINT OF BEGINNING; thence North 49°37'38" East, 58.23 feet; thence South 19°00'30" East, 47.18 feet to a point of curvature with a 605.96 foot radius curve, concave northeasterly; thence 194.28 feet along said curve, through a central angle of 18°22'12" and has a chord which bears South 28°11'36" East, 193.45 feet; thence South 37°22'42" East, 74.49 feet; thence North 88°11'24" West, 22.47 feet to a point of curvature with a 459.00 foot radius curve, concave southwesterly; thence 42.29 feet along said curve, through a central angle of 05°16'43" and has a chord which bears North 34°08'23" West, 42.27 feet; thence North 36°46'44" West, 250.81 feet to the TRUE POINT OF BEGINNING and containing 0.18 acres more or less.

TRACT 2: Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence South 88°10'46" East, 220.05 feet; thence North 49°37'38" East, 226.38 feet to the TRUE POINT OF BEGINNING; thence North 49°37'38" East, 3.16 feet; thence South 36°46'44" East, 118.16 feet; thence South 02°27'28" East, 16.97 feet; thence South 00°22'46" East, 44.91 feet; thence South 01°10'13" West, 20.59 feet to a point of curvature with a 539.96 foot radius curve, concave northeasterly; thence 117.44 feet along said curve, through a central angle of 12°27'43" and has a chord which bears North 25°14'22" West, 117.21 feet; thence North 19°00'30" West, 73.00 feet to the TRUE POINT OF BEGINNING and containing 0.09 acres, more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwate _____ Date _____

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

POTTAWATTAMIE COUNTY
ACQUISITION PLAT
SECTION 27, TOWNSHIP 77 NORTH, RANGE
43 WEST OF THE 5TH P.M.

Project Number: 20.02364
Date: 4-8-2024
Drawn By: KJW
Approved By: DJK
Sheets: 1 of 1

Parcel #
Landowner

Parcel 03
RBR FARMS LLC

METHODS & FACTORS - IOWA CODE 6B.45
Easement Payment Calculation Sheet 05/01/2024

A. Land Value / Acre \$11,500.00 /Acre
Land Values based on an *Iowa Land Sales Report*

B. Permanent Roadway Easement Area Value \$11,500.00 /Acre
100% of land value / acre

C. Temporary Easement Area Value \$1,150.00 /Acre
10% of land value / acre

D. Permanent Roadway Easement Area In Acres 0.27 Acres

E. Temporary Easement Area in Acres 0.00 Acres

F. Miscellaneous Payments (*Landscaping, Fence, Relocation, Etc.*) \$150.00

1 Abstract Update Compensation

2

3

G. Payment For Permanent Easement \$3,105.00
Payment = B x D

H. Payment For Temporary Easement \$0.00
Payment = C x E

I. Miscellaneous Payment \$150.00
Payment = F

J. Total Payment \$3,255.00
Payment = G + H + I

Date: _____

Landowner: _____

Pottawattamie County

5/1/2024

Brian DePrez

Date

John Rasmussen/Engineer

Discussion and/or decision to approve Right of Way contract for Project BRS-C078(177) –8J-78 with Michael & Sheryl Genereux in the amount of \$2,488.80.

CONTRACT

THIS AGREEMENT Made and entered into this 5TH of SEPTEMBER, A.D. 2024

By and between Michael & Sheryl Genereux

Address 29740 Coldwater Avenue, Honey Creek, Iowa 51542

of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$2,488.80 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 27 Township 77N Range 43W

As shown on plans for Project No. BROS-C078(177)—8J-78 Additional Rights of Way as follows:

See attached plat and legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 5TH day of SEPTEMBER, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.18 acres at \$10,965.54 per acre =	\$1,973.80
Abstract Allowance =	\$ 150.00
Fence Materials & Labor =	\$ 365.00
TOTAL	\$2,488.80

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) Michael Genereux Sheryl Genereux
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By _____, Chairman
Party of the Second Part

PURCHASE AGREEMENT

PARCEL NO. 04

COUNTY: Pottawattamie

PROJECT NO. 20.02364; BROS-CO78(177)—8J-78

PROJECT NAME: Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project

SELLER: MICHAEL GENEREUX & SHERYL GENEREUX

THIS AGREEMENT entered into this ____ day of _____, 2024, by and between SELLER and Pottawattamie County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy (permanent easement rights to) the real estate situated in Pottawattamie County, Iowa, and legally described on the attached **Easement Drawings**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and which include the following: **LAND ONLY**. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
<u>\$2,488.80</u>	on right of possession	_____
<u>\$ 0.00</u>	on conveyance of title	<u>N/A</u>
<u>\$ 0.00</u>	on surrender of possession	<u>N/A</u>
<u>\$ 0.00</u>	on possession and conveyance	<u>N/A</u>

\$ 2,488.80 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Underlying Fee Title	<u>0</u> sq.ft.	<u>\$0.00</u>
Permanent Easement	<u>0.18</u> Acres.	<u>\$1,973.80</u>
Temporary Easement	<u>0</u> sq.ft.	<u>\$0.00</u>
Abstract Fee/Other		<u>\$150.00</u>
Total		<u>\$365.00</u>

Additional Damages **FENCE: (3) Rods: \$53.00/Rod (\$159.00); 1 Corner Set (\$166.00) - \$365.00**

DISTRIBUTION: ONE COPY RETURNED TO COUNTY -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. If BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing" attached, on SELLER'S property for the purpose of allowing the County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Pottawattamie County Bridge Replacement – 210th Street over Pigeon Creek Project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate upon acceptance of the project by Pottawattamie County, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

By: Michael Genereux
Michael Genereux

Sheryl Genereux
Sheryl Genereux

ALL PURPOSE ACKNOWLEDGMENT

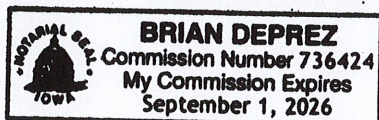
STATE OF Iowa }
COUNTY OF Pottawattamie } ss:

On this 22 day of May, A.D. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Genereux and Sheryl Genereux to me personally known

or Y proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Brian Deprez (Sign in Ink)
Brian Deprez (Print/Type Name)

Notary Public in and for the State of Iowa
(NOTARY SEAL)



RECOMMENDED BY

Brian Deprez
BRIAN DePREZ, Project Manager (Date) 5-1-24

BUYER'S APPROVAL

Signed by: _____ (Date)
County Board Chairman

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this ____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me to be an agent of Pottawattamie County, Iowa and who did say that said instrument was signed on behalf of the County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the County and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s):

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s): Limited Partnership
 General Partnership

ATTORNEY-IN-FACT

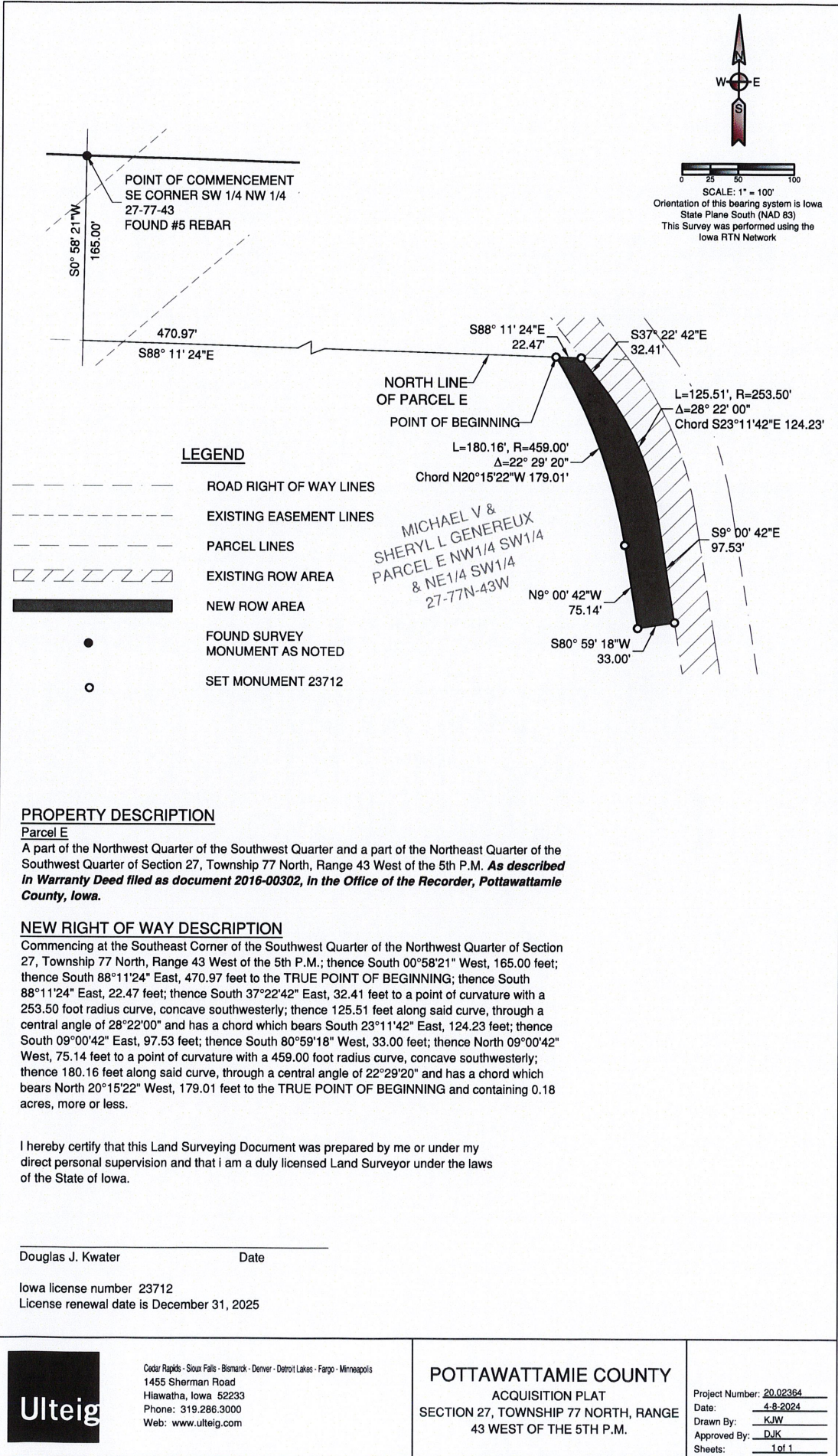
EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)



PROPERTY DESCRIPTION

Parcel E

A part of the Northwest Quarter of the Southwest Quarter and a part of the Northeast Quarter of the Southwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M. **As described in Warranty Deed filed as document 2016-00302, in the Office of the Recorder, Pottawattamie County, Iowa.**

NEW RIGHT OF WAY DESCRIPTION

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence South 00°58'21" West, 165.00 feet; thence South 88°11'24" East, 470.97 feet to the TRUE POINT OF BEGINNING; thence South 88°11'24" East, 22.47 feet; thence South 37°22'42" East, 32.41 feet to a point of curvature with a 253.50 foot radius curve, concave southwesterly; thence 125.51 feet along said curve, through a central angle of 28°22'00" and has a chord which bears South 23°11'42" East, 124.23 feet; thence South 09°00'42" East, 97.53 feet; thence South 80°59'18" West, 33.00 feet; thence North 09°00'42" West, 75.14 feet to a point of curvature with a 459.00 foot radius curve, concave southwesterly; thence 180.16 feet along said curve, through a central angle of 22°29'20" and has a chord which bears North 20°15'22" West, 179.01 feet to the TRUE POINT OF BEGINNING and containing 0.18 acres, more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater _____ Date _____

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

POTTAWATTAMIE COUNTY
ACQUISITION PLAT
SECTION 27, TOWNSHIP 77 NORTH, RANGE
43 WEST OF THE 5TH P.M.

Project Number: 20_02364
Date: 4-8-2024
Drawn By: KJW
Approved By: DJK
Sheets: 1 of 1

Parcel #
Landowner

Parcel 04
MICHAEL & SHERYL GENEREUX

METHODS & FACTORS - IOWA CODE 6B.45
Easement Payment Calculation Sheet 05/01/2024

A. Land Value / Acre \$10,965.54 /Acre

Land Values based on an *Iowa Land Sales Report*

B. Permanent Roadway Easement Area Value \$10,965.54 /Acre

100% of land value / acre

C. Temporary Easement Area Value \$1,150.00 /Acre

10% of land value / acre

D. Permanent Roadway Easement Area In Acres 0.18 Acres

E. Temporary Easement Area in Acres 0.00 Acres

F. Miscellaneous Payments (*Landscaping, Fence, Relocation, Etc.*) \$515.00

1 Abstract Update Compensation - \$150.00

2 Fence - \$365.00

3

G. Payment For Permanent Easement \$1,973.80

Payment = B x D

H. Payment For Temporary Easement \$0.00

Payment = C x E

I. Miscellaneous Payment \$515.00

Payment = F

J. Total Payment \$2,488.80

Payment = G + H + I

Date: 5-22-24

Landowner:

Michael Generoux
Sheryl Generoux

Pottawattamie County

Brian DePrez

5/1/2024

Date

John Rasmussen/Engineer

Discussion and/or decision to approve Right of Way contract for Project BRS-C078(177) –8J-78 with Larson Wonder Valley LLC in the amount of \$7,473.98.

CONTRACT

THIS AGREEMENT Made and entered into this 5TH of SEPTEMBER, A.D. 2024

By and between Larson Wonder Valley LLC

Address 21795 Mesquite Avenue, Underwood, Iowa 51576

of the County of Pottawattamie, party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$7,473.98 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 27 Township 77N Range 43W

As shown on plans for Project No. BROS-C078(177)—8J-78 Additional Rights of Way as follows:

See attached plat and legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 5TH day of SEPTEMBER, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.43 acres at \$11,806.92 per acre =	\$5,076.98
Abstract Allowance =	\$ 150.00
Fence Materials & Labor =	\$2,247.00
TOTAL	\$7,473.98

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) 

Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By _____, Chairman
Party of the Second Part

COPY

2024-07271
RECORDED: 07/19/2024 08:06:01 AM
RECORDING FEE: 22.00
IOWA E-FILING FEE: 3.41
TOTAL FEE: 25.41
TRANSFER TAX: 0.00
ANDREW MOATS, RECORDER
POTTAWATTAMIE COUNTY, IOWA

Prepared by/Return to: Pottawattamie County Engineer, 223 South 6th Street, Council Bluffs, IA 51501 712-328-5608
SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 05 COUNTY: Pottawattamie
PROJECT NO. 20.02364; BROS-CO78(177)-8J-78
PROJECT NAME: Pottawattamie County Bridge Replacement - 210th Street over Pigeon Creek Project

SELLER: LARSON WONDER VALLEY LLC

THIS AGREEMENT entered into this ____ day of _____, 2024, by and between SELLER and Pottawattamie County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy (permanent easement rights to) the real estate situated in Pottawattamie County, Iowa, and legally described on the attached **Easement Drawings**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and which include the following: **LAND ONLY**. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$7,473.98	on right of possession	_____
\$ 0.00	on conveyance of title	N/A
\$ 0.00	on surrender of possession	N/A
\$ 0.00	on possession and conveyance	N/A

\$ 7,473.98 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 _____ sq.ft.	\$0.00
Underlying Fee Title	0 _____ sq.ft.	\$0.00
Permanent Easement	0.43 Acres.	\$5,076.98
Temporary Easement	0 _____ sq.ft.	\$0.00
Abstract Fee/Other		\$150.00
Total		\$2,247.00

Additional Damages FENCE: 535.5' - (33) Rods: \$53.00/Rod (\$1,749.00); 3 Corner Set/\$166.00 (\$498) - \$2,247

DISTRIBUTION: ONE COPY RETURNED TO COUNTY - ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. If BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing" attached, on SELLER'S property for the purpose of allowing the County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Pottawattamie County Bridge Replacement - 210th Street over Pigeon Creek Project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate upon acceptance of the project by Pottawattamie County, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

GRANTOR(S): LARSON WONDER VALLEY LLC

By: [Signature]
Steve H. Redburn Managing Member
Print Name and Title

By: _____

Print Name and Title

ALL PURPOSE ACKNOWLEDGMENT

STATE OF New Jersey }
COUNTY OF Morris } ss:

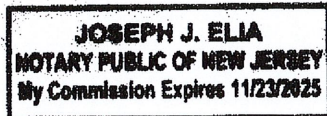
On this 12 day of July, A.D. 20 24, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

 to me personally known

or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature] (Sign in Ink)
Joseph Elia (Print/Type Name)

Notary Public in and for the State of New Jersey
(NOTARY SEAL)



RECOMMENDED BY

[Signature]
BRIAN DePREZ, Project Manager (Date) 5-6-24

BUYER'S APPROVAL

Signed by: _____ (Date)
County Board Chairman

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 2024, before me, the undersigned, personally appeared _____ known to me to be an agent of Pottawattamie County, Iowa and who did say that said instrument was signed on behalf of the County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the County and by it voluntarily executed.

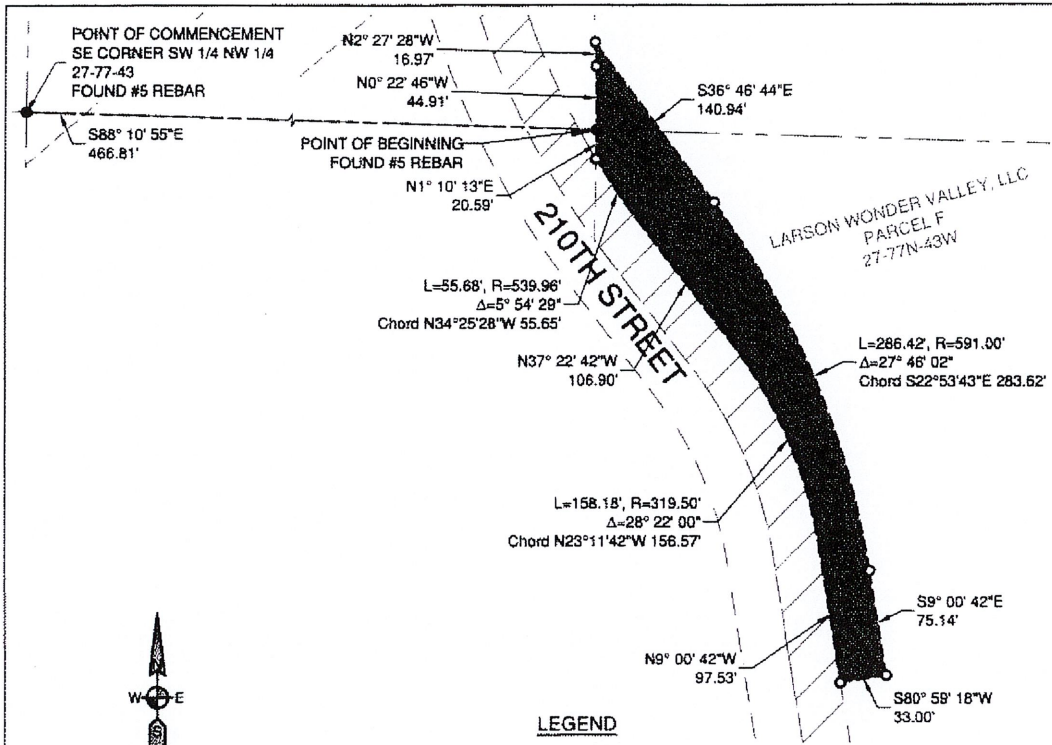
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(S): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
LARSON WONDER VALLEY LLC



LEGEND

- ROAD RIGHT OF WAY LINES
- PARCEL LINES
- ▨ EXISTING ROW AREA
- █ NEW ROW AREA
- FOUND SURVEY MONUMENT AS NOTED
- SET MONUMENT 23712

PROPERTY DESCRIPTION

Parcel F

A part of the Southeast Quarter of the Northwest Quarter and a part of the Southwest Quarter of the Northeast Quarter and a part of the Northeast Quarter of the Southwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M. *As described in Warranty Deed filed as document 2022-15556, in the Office of the Recorder, Pottawattamie County, Iowa.*

NEW RIGHT OF WAY DESCRIPTION

Commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 77 North, Range 43 West of the 5th P.M.; thence South 88°10'55" East, 466.81 feet to the TRUE POINT OF BEGINNING; thence North 00°22'46" West, 44.91 feet; thence North 02°27'28" West, 16.97 feet; thence South 36°46'44" East, 140.94 feet to a point of curvature with a 591.00 foot radius curve, concave southwesterly; thence 286.42 feet along said curve, through a central angle of 27°46'02" and has a chord which bears South 22°53'43" East, 283.62 feet; thence South 09°00'42" East, 75.14 feet; thence South 80°59'18" West, 33.00 feet; thence North 09°00'42" West, 97.53 feet to a point of curvature with a 319.50 foot radius curve, concave southwesterly; thence 158.18 feet along said curve, through a central angle of 28°22'00" and has a chord which bears North 23°11'42" West, 156.57 feet; thence North 37°22'42" West, 106.90 feet to a point of curvature with a 539.96 foot radius curve, concave northeasterly; thence 55.68 feet along said curve, through a central angle of 02°54'29" and has a chord which bears North 34°25'28" West, 55.65 feet; thence North 01°10'13" East, 20.59 feet to the TRUE POINT OF BEGINNING and containing 0.43 acres, more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater _____ Date _____

Iowa license number 23712
License renewal date is December 31, 2025



Coastal Pikes - Sioux Falls - Hamack - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

POTTAWATTAMIE COUNTY
ACQUISITION PLAT
SECTION 27, TOWNSHIP 77 NORTH, RANGE
43 WEST OF THE 5TH P.M.

Project Number: 20.02384
Date: 4-8-2024
Drawn By: KJW
Approved By: DJK
Sheets: 1 of 1

Parcel #
Landowner

Parcel 05
LARSON WONDER VALLEY LLC

METHODS & FACTORS - IOWA CODE 6B.45
Easement Payment Calculation Sheet 05/01/2024

A. Land Value / Acre \$11,806.92 /Acre
Land Values based on an Iowa Land Sales Report

B. Permanent Roadway Easement Area Value \$11,806.92 /Acre
100% of land value / acre

C. Temporary Easement Area Value \$1,180.69 /Acre
10% of land value / acre

D. Permanent Roadway Easement Area In Acres 0.43 Acres

E. Temporary Easement Area in Acres 0.00 Acres

F. Miscellaneous Payments (Landscaping, Fence, Relocation, Etc.) \$2,397.00
1 Abstract Update Compensation - \$150.00
2 Fence - \$2,247.00
3

G. Payment For Permanent Easement \$5,076.98
Payment = B x D

H. Payment For Temporary Easement \$0.00
Payment = C x E

I. Miscellaneous Payment \$2,397.00
Payment = F

J. Total Payment \$7,473.98
Payment = G + H + I

Date: _____

Landowner:

Pottawattamie County

5/1/2024

Brian DePrez

Date

**Tracy Nosekabel/Environmental Health
Coordinator, Planning and Development**

Discussion and/or decision to approve and
authorize the Board Chairperson to sign the 2024
Weed Commission's Report.



2024 WEED COMMISSIONER'S REPORT

For the County of: Pottawattamie

Submit to County Board of Supervisors by: November 1, 2024
 Return copy to the IDALS office by: December 1, 2024

Weed Commissioner's Contact Information:

Name Tracy Nosekabel	Year Appointed 2019
Address 227 S 6th St	Telephone 712-328-4859
City, Zip Code Council Bluffs, IA, 51501	Alternate Telephone 712-328-5792
Email Address Tracy.nosekabel@pottcounty-ia.gov	Pesticide Certificate # 53182

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

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

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

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

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

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

None

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

Yes No

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

Yes No

Did your county employ contract spraying during 2024?

Yes No

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

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

Total contract cost \$ N/A

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

\$ 0

How many times during 2024 was it necessary to serve a noxious weed notice?

Private (written) 11 Public (written) (DOT, DNR, CCB) 0

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

Private (verbal) 0 Public (verbal) (DOT, DNR, CCB) 0

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

1

How many months were you employed as weed commissioner in 2024?

10 months

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

Yes No If Yes, what? Inspector

Weed Comm. Duties 10 % IRVM Duties 0 %

Other County Duties 90 %

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

Improved Unchanged Worse

Comments? The main issue for the year was at residential homes with a small increase but not overall seeing a increase throughout the county.

Is brush control included in your weed commissioner duties?

Yes No

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

Spraying Cutting Stump treatment Basal bark

Other, explain N/A

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

In general, the county has noxious weeds under control.

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

Herbicide usage table:

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

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

Signature 
County Weed Commissioner

23 Oct 24
Date

Signature _____
Chairman, County Board of Supervisors

Date

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

**David Bayer/Chief Information Officer,
Information Technology**

Discussion and/or decision to approve and authorize the Board Chairperson to sign Colocation Agreement with City of Council Bluffs.



COLOCATION AGREEMENT

This Colocation Agreement (“Agreement”) is entered as of the date of the last signature hereto, by and between the **City of Council Bluffs, Iowa** (“City”) and **Pottawattamie County, Iowa** (“PottCo”).

RECITALS

City owns and controls certain colocation facilities and related infrastructure identified herein (the “Colocation Sites”). PottCo desires to obtain space to install, locate, operate, and maintain PottCo’s equipment in the Colocation Sites. City desires to grant to PottCo a license to use the colocation facilities, all subject to the terms and conditions set forth herein. Therefore, the parties agree as follows:

1. Term.

1.1 The initial term of this Agreement shall begin upon [REDACTED], 202] (the “Commencement Date”) and shall continue for a period of 3 years. Thereafter, this Agreement shall automatically renew for 1 year each on the same terms as set forth herein, unless PottCo shall notify City of its intent to terminate this Agreement by giving notice to City at least 90 days prior to the expiration of the initial term or subsequent renewal term. Collectively, the initial term and any renewal terms shall be referred to herein as the “Term”.

1.2 Upon termination of this Agreement, PottCo’s right to use the Colocation Sites shall cease, and City shall owe PottCo no further duties or consideration. PottCo shall promptly remove all of PottCo’s electronics, equipment and other PottCo property from the Colocation Sites at PottCo’s sole cost and under City’s supervision. Termination shall not affect the rights or obligations of either party that arise before the date of termination.

2. Colocation.

2.1 Upon the Commencement Date, City grants to PottCo, and PottCo accepts from City, a nonexclusive license during the Term to use the designated colocation space in the Colocation Sites set forth in Exhibit A. Additional terms and conditions related to the Colocation Sites, including the technical specifications, features, and restrictions for each of the Colocation Sites, are set forth in Exhibit A.

2.2 PottCo agrees to use the colocation space only for the installation, location, operation, and maintenance of PottCo’s equipment and in compliance with: (i) the laws and regulations applicable to PottCo’s business and its equipment; (ii) any reasonable rules that are communicated to PottCo in writing regarding any specific Colocation Site; and (iii) this Agreement.

2.3 PottCo acknowledges City is not supplying to PottCo, nor is City obligated to supply to PottCo, any optronic or communications equipment, all of which are the sole responsibility of PottCo, nor is City responsible for performing any work other than as specified in this Agreement.

3. Consideration.

3.1 In consideration of the colocation space, PottCo agrees to pay the City a monthly rate of **\$500** dollars.

3.2 PottCo further agrees to pay all other amounts provided for in this Agreement. City shall invoice PottCo for all amounts due under this Agreement. All invoices are due and payable within 30 days of receipt by PottCo. All amounts past due shall incur a late charge equal to 1.5% per month (or the



maximum legal rate, if less) on any unpaid, undisputed balance.

4. Additions, Fixtures, and Improvements. Upon the expiration or termination of this Agreement, all additions, fixtures and improvements, except PottCo's equipment, made on the Colocation Sites by PottCo shall belong to, and become the property of, City as a part of the Colocation Site, without any payment therefor to PottCo, and shall be surrendered to City together with the Colocation Site. PottCo's equipment shall remain the property of PottCo, however, PottCo shall be liable to City for any damage to the premises caused by the removal of PottCo's equipment.

5. Condemnation; Damage or Destruction.

5.1 In the event any Colocation Site, or any portion thereof, shall be condemned or taken under eminent domain, City shall have the right to terminate this Agreement with respect to such Colocation Site, and PottCo shall vacate and surrender possession of said space within 120 days after written notice of the condemnation or taking from City. PottCo shall not be required to assign to City any award made to PottCo for the taking of personal property, fixtures, or improvements paid for by PottCo and moving expenses of PottCo resulting from any condemnation or taking, nor shall City be liable to PottCo for any of said items.

5.2 In the event any Colocation Site, or any portion thereof, shall be so damaged or destroyed by fire or other casualty so as to render it unusable for the purposes of this Agreement, then City, at its option, shall have the right to terminate this Agreement with respect to such Colocation Site by giving PottCo written notice within 30 days after such damage or destruction. In the event City shall not elect to terminate this Agreement, as herein provided, City shall repair and restore the Colocation Site with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction. PottCo shall receive an equitable adjustment of the license term for any period during which any Colocation Site is unusable.

6. Representations and Warranties.

6.1 Each party represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iv) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

6.2 City represents and warrants: (i) City owns or has the legal right and authority, and will continue to own or have the legal right and authority throughout the Term, to license the Colocation Sites to PottCo; and (ii) the Colocation Sites will meet or exceed the specifications set forth in this Agreement. City will endeavor to maintain the Colocation Sites in substantially the same condition throughout the Term as when PottCo takes possession upon the Commencement Date (including with respect to the building infrastructure, HVAC, fire suppression, utilities, etc.).

6.3 EXCEPT AS SET FORTH HEREIN, THE PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR SPACES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.



7. Indemnification.

7.1 Subject to Section 8, the parties hereby agree to indemnify, defend, protect and hold harmless the other, its employees, officers, directors, members, agents, and affiliates, from and against any claims, suits, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and court costs) that may be made by a third party for or arising out of (i) personal injury or damage to tangible property, (ii) the gross negligence or willful misconduct of the indemnifying party, or (iii) any violation by such party of any regulation, rule, statute or court order.

7.2 Each party shall promptly provide the other with notice of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing, provided that no settlement or compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld.

8. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations hereunder.

9. Default.

9.1 A party will be deemed in default upon the occurrence of any of the following events: (a) a failure of a party to timely pay any undisputed amounts, if such nonpayment is not remedied within 10 days of written notice; (b) a failure to perform any material obligation under this Agreement, if such nonperformance is not remedied within 30 days of written notice (provided, however, if such material default cannot reasonably be cured within such 30 day period and if the defaulting party is proceeding promptly and diligently to cure, the time for curing such default will be extended for a period of time as may be necessary to complete such cure, not to exceed 90 days); (c) immediately upon the voluntary filing of a petition in bankruptcy or any insolvency or assignment for the benefit of creditors, appointment of a trustee or receiver with respect to the party, or the involuntary filing of a petition in bankruptcy of the party, if such involuntary petition is not dismissed within 30 days.

9.2 In the event of a default by a party, the non-defaulting party may terminate this Agreement. If PottCo defaults, City will have no further obligation to PottCo, and City may suspend PottCo's use of the Colocation Sites. Each party's remedies are not exclusive or alternative, but are cumulative and in addition to any other remedies existing at law, equity, or contract.

10. Force Majeure. Neither party shall be in default under this Agreement for any delay or failure in such party's performance of its obligations hereunder due to circumstances beyond the reasonable control of such party, including any of the following conditions: act of God; fire; flood; shortages, unavailability, or other delay in delivery; lack of or delay in transportation; cable cuts, government codes, ordinances, laws, rules, regulations, or restrictions; war, act of terrorism, or civil disorder; failure of a third party to recognize a Underlying Right (each a "Force Majeure"). The party claiming relief under this Article shall promptly notify the other of the occurrence and expected duration of the Force Majeure. The affected party must use reasonable efforts to avoid or remove the Force Majeure, and shall proceed with its obligations promptly upon the cessation of the Force Majeure.

11. Assignment. Neither party may assign this Agreement, or any right or interest hereunder, without the prior written consent of the other party, which consent may not be unreasonably withheld. Any



subsequent breach. No course of dealing or failure to strictly enforce any provision will be construed as a waiver of such provision.

12.6 **Amendment.** This Agreement may only be modified by a written instrument signed by both parties.

12.7 **Non-Exclusivity.** This Agreement is non-exclusive. Nothing in this Agreement prevents the City from entering similar agreements with, or otherwise providing services to, any other entity.

12.8 **Survival.** The rights and obligations that by their terms or nature would customarily extend beyond the termination or expiration of this Agreement will so survive (including confidentiality, payment, and indemnification obligations).

12.9 **Entire Agreement.** This Agreement sets forth the entire and final understanding of the parties and supersedes all prior agreements, memorandums, and any other written or oral arrangements between the parties hereto with respect to the subject matter hereof. The exhibits referred to herein are integral parts hereof and are made a part of this Agreement.

12.10 **Counterparts; Electronic Execution.** This Agreement may be executed in counterparts, signed and delivered physically or digitally, each of which will be deemed an original but all of which constitute one and the same instrument.

Each party duly executes this Agreement on the dates set forth below.

City of Council Bluffs, Iowa

Pottawattamie County, Iowa

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Exhibit A
Colocation Sites**

1. **Colocation Sites.** PottCo shall have a license to use the following Colocation Sites:

Colocation Site	Address
City Police Headquarters	1 Ezra Jackson Way, Council Bluffs, IA 51503

At Colocation Site, PottCo shall receive [30U], standard 23” wide rack of colocation space and up to 20 amps of AC power at no charge to PottCo. The exact configuration for such space shall be determined by the parties within 60 days of the execution of this Agreement.

2. **Additional Space and Charges.** If PottCo requests additional space at any Colocation Site, City will provide PottCo with the requested space, subject to availability and City’s own business needs. PottCo shall pay City the then-current rate for additional space.

3. **Power Requirements and Charges.** If PottCo requests additional power at any Colocation Site, City will provide PottCo with the requested power, subject to availability and City’s own business needs. PottCo shall pay City the then-current rate for any incremental charges for the additional power. PottCo will be charged for power based on the breaker size, not on the power draw. Colocation Sites will have industry standard power (AC 20amp) with back-up power generators.

4. **Access.** City shall allow PottCo 24/7 unescorted access to each of the Colocation Sites. City shall provide PottCo with all necessary keys, keycards, passcodes, or other access tools or authorizations that may be necessary for PottCo to access the colocation space in the Colocation Sites. PottCo shall abide by any posted or communicated rules relating to use of, access to, or security measures respecting the Colocation Sites. *All PottCo employees accessing Colocation Sites shall be NCIC certified.* A copy of such rules for each Colocation Site shall be provided to PottCo upon request.

5. **Security.** The Colocation Sites will be secured from unauthorized entry. Additionally security cameras monitor all areas within the Colocation Sites.

6. **PottCo Equipment.** PottCo will be responsible for monitoring its own equipment placed within the Colocation Site.

7. **Distribution Fiber.** Colocation Sites have “meet me” vaults that allow for the connection of outside network providers. PottCo shall be allowed to enter an agreement with any outside vendor that will use the City “Meet Me” vaults for adding network connectivity to their Colocations Sites. The City shall advise, assign duct and oversee any entry into their Colocation Sites utilizing the “Meet Me” vaults. No other outside access is allowed into the Colocation Sites.

Jason Slack/Director, Buildings and Grounds

Discussion and/or decision on Courthouse North Parking
Lot striping plan.

Layouts and Design

A. Parking Lot Access

Properly designed parking lot access provides for safe and efficient movement of vehicles into and out of the parking lot. Refer to [Chapter 5 - Roadway Design](#) for additional information on access management and driveway design, spacing, and location selection.

The most efficient approach to designing parking lot access places a priority on moving inbound traffic from the public roadway into the facility. Entrances should be located on major streets, align with interior traffic lanes/aisles, and direct inbound traffic toward the destination. Traffic control within the lot should provide inbound traffic the right-of-way. Favoring inbound traffic expedites the rapid movement of vehicles from the street into the facility and prevents vehicles from lining up on public roadways. Where a high volume parking lot is adjacent to a high volume or high speed roadway, a dedicated deceleration/turning lane at the entrance helps eliminate rear-end accidents.

Exits should be located away from the destination point and discharge vehicles onto lower volume adjacent side streets if possible. Since exiting traffic tends to move more slowly, drivers can more comfortably navigate the turns required to reach the exit. Vehicles queued to exit the parking lot will stack up inside the lot and will not affect traffic on the public street.

Where separate entrances and exits cannot be provided, the driveway to the parking lot should be at least 24 feet wide to provide two 12 foot lanes.

Traffic studies may be required for entrances to large retail centers, event facilities, or businesses with large numbers of employees entering or exiting the lot at the beginning or end of a work day or shift.

B. Parking Lot Circulation

Off-street parking lots should be designed to accommodate traffic volumes and pedestrian circulation based on the land use served. The use of islands, medians, curbing, and landscaping is encouraged to separate parking spaces from traffic and pedestrian circulation areas.

Parking spaces at entrance and exit points should be terminated (except at one and two family dwelling units) to prevent conflict between vehicles attempting to enter or exit the parking space, and vehicles attempting to enter or exit the parking lot.

Access between adjacent commercial parking lots should be considered. This allows patrons to travel from one business to the adjacent business without entering the public street and then turning immediately into the next parking area. These types of movements can cause operational problems on the public street.

C. Parking Lot Dimensions

1. **Parking Spaces:** In order to determine parking space sizes, the design vehicle size must be defined. Since 1999, the size of the 85th percentile vehicle on the road has varied slightly, but has remained within an inch or two of 6 feet, 7 inches wide by 17 feet, 3 inches long.

In addition to vehicle size, the designer must consider the intended function of the parking facility. For example, facilities with high turnover rates, such as convenience stores, should have greater clearances than those with low turnover rates. In addition, where a significant portion of users may be elderly, such as at hospitals, larger dimensions may be appropriate.

Parking spaces that provide sufficient clearance for doors to be opened and occupants to enter and exit will also provide adequate width for maneuvering if the adjacent aisle is wide enough. Door opening clearances should range from 23 inches in low turnover facilities to 27 inches in high turnover facilities. Table 8B-1.01 lists recommended parking stall widths on the basis of turnover.

Table 8B-1.01: Recommended Minimum Widths for Parking Stalls

Facility Type	Width
Low turnover (employees, students, etc)	8'-6"
Moderate to high turnover (retail, medical facilities, etc.)	9'-0"

Source: Urban Land Institute, National Parking Association

For stalls that are adjacent to walls, curbs, islands, or other obstructions, increase the stall width by at least 12 inches to allow for door opening and to reduce the risk of tripping.

Unlike width, the length of a parking space is not affected by turnover rate or user type. The recommended length of a parking space is 18 feet. The length of the parking space may be modified up to 2 feet, if vehicle overhang is allowed. However, the designer should be aware that the aerodynamic design of many current vehicles often does not provide sufficient vertical clearance for vehicles to pull forward over the curb.

2. **Parking Module Design:** The drive aisle is the space between two parking stalls directly across from one another. The term “module” refers to the width of the drive aisle combined with the length of the parking stalls on one or both sides of the drive aisle. Table 8B-1.02 lists recommended minimum dimensions for parking facilities. Figure 8B-1.01 provides further definition of the terms used in Table 8B-1.02.

The only dimension that varies by stall width is the interlock dimension. An interlock occurs with angled parking when two stalls in adjacent modules align. The overlap at the front of the stalls is the interlock dimension. When a parking facility is designed to take advantage of interlock, the effective width of the module may be reduced by the interlock dimension. For aisles with interlocking spaces on both sides, the effective width of the module may be reduced by two times the interlock distance. This approach can provide a more efficient parking lot facility and reduce the overall surface area required for the parking lot.

Because snow can obscure pavement markings, vehicles will often pull too far into a parking space, which reduces the width of the aisle in the adjacent module. This has been taken into consideration in Table 8B-1.02. Therefore, when a curb, wall, or other physical restraint is provided for on at least 30% of the stalls, the aisle width (and therefore the overall module width) may be reduced by 1 foot.

Table 8B-1.02: Minimum Parking Dimensions

Parking Lot Dimension			Parking Angle (θ)					
			Two-way Aisle			One-way Aisle		
			90°	60°	45°	60°	45°	
Stall Projection	SP	18'-0"	15'-7"	12'-9"	15'-7"	12'-9"		
Aisle Width	A	24'-0"	25'-10"	29'-8"	20'-4"	21'-6"		
Base Module	M ₁	60'-0"	57'-0"	55'-2"	51'-6"	47'-0"		
Single Loaded Module	M ₂	42'-0"	39'-0"	37'-7"	32'-6"	29'-5"		
Wall to Interlock	M ₃	60'-0"	55'-10"	52'-2"	49'-4"	44'-0"		
Interlock to Interlock	M ₄	60'-0"	53'-8"	49'-2"	47'-2"	41'-0"		
Overhang	o	2'-6"	2'-2"	1'-9"	2'-2"	1'-9"		
Stall Width	8'-6"	Width Projection	WP	8'-6"	9'-10"	12'-0"	9'-10"	12'-0"
		Interlock	i	0'-0"	2'-2"	3'-0"	2'-2"	3'-0"
	9'-0"	Width Projection	WP	9'-0"	10'-5"	12'-9"	10'-5"	12'-9"
		Interlock	i	0'-0"	2'-3"	3'-2"	2'-3"	3'-2"

Notes:

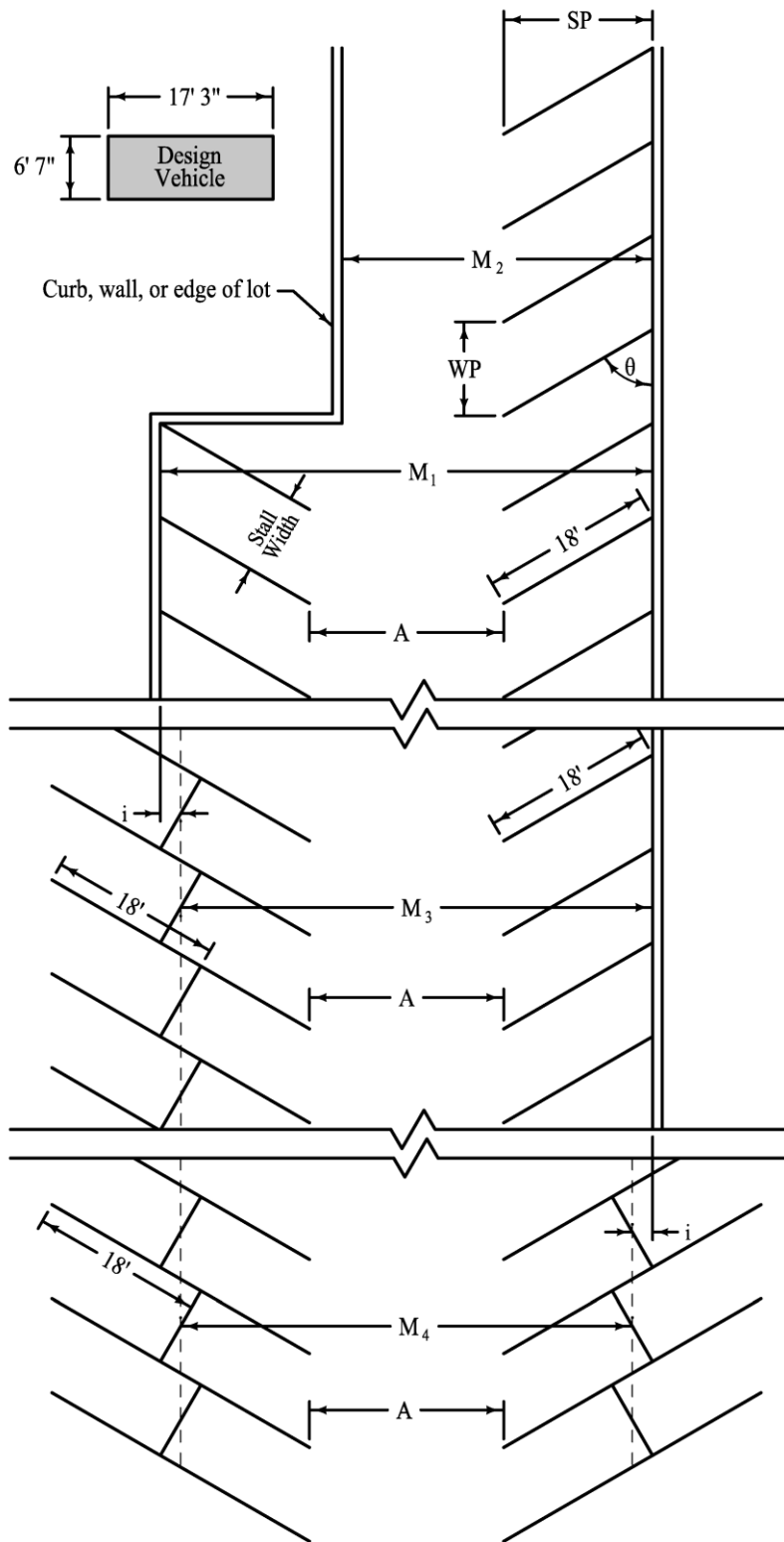
1. Aisle width may be increased up to 3 feet to provide a higher level of comfort.
2. In lots where at least 30% of stalls have curbs, aisle width may be reduced by 1'-0".
3. Light poles and columns may protrude a maximum of 2 feet into a parking module as long as they do not encroach on more than 30% of the stalls. When more than 30% of the stalls are encroached, interlock reductions cannot be taken.
4. For additional parking angles, refer to The Dimensions of Parking, ULI, NPA

Source: Adapted from Urban Land Institute, National Parking Association

Perpendicular parking provides the greatest number of parking spaces for a given a length of aisle. One-way angled parking provides fewer spaces than perpendicular for the same length of aisle, but has the advantage of a narrower drive aisle. Because of this, the surface area per parking space for perpendicular and angled one-way parking is approximately equal.

Two-way angled parking is also allowable and can be useful in certain situations; however, it is a less efficient design than two-way perpendicular or one-way angled parking. Two-way angled parking cannot take full advantage of the narrower drive aisle, requiring approximately 10% to 15% more area per parking space than perpendicular or one-way angled parking.

Figure 8B-1.01: Parking Dimensions



SP = Stall Projection
 A = Aisle Width
 WP = Width Projection
 i = Interlock

M₁ = Base Module (2SP + A)
 M₂ = Single Loaded Module (SP + A)
 M₃ = Wall to Interlock (M₁ - i)
 M₄ = Interlock to Interlock (M₁ - 2i)

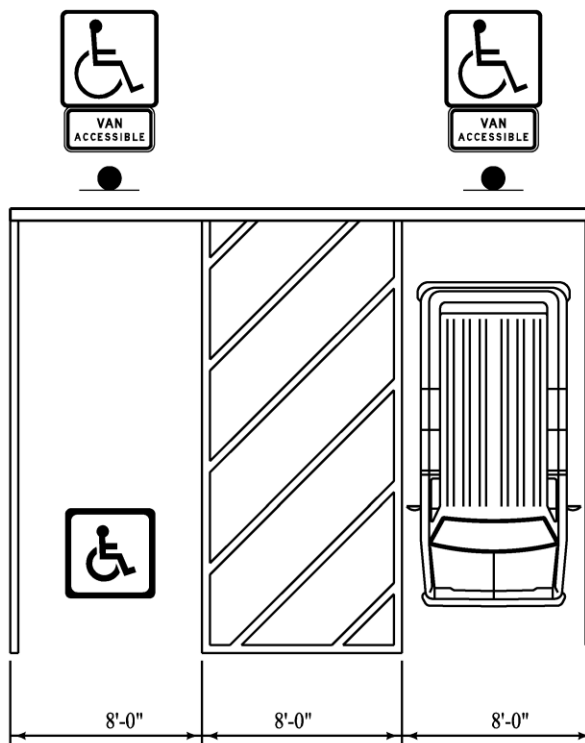
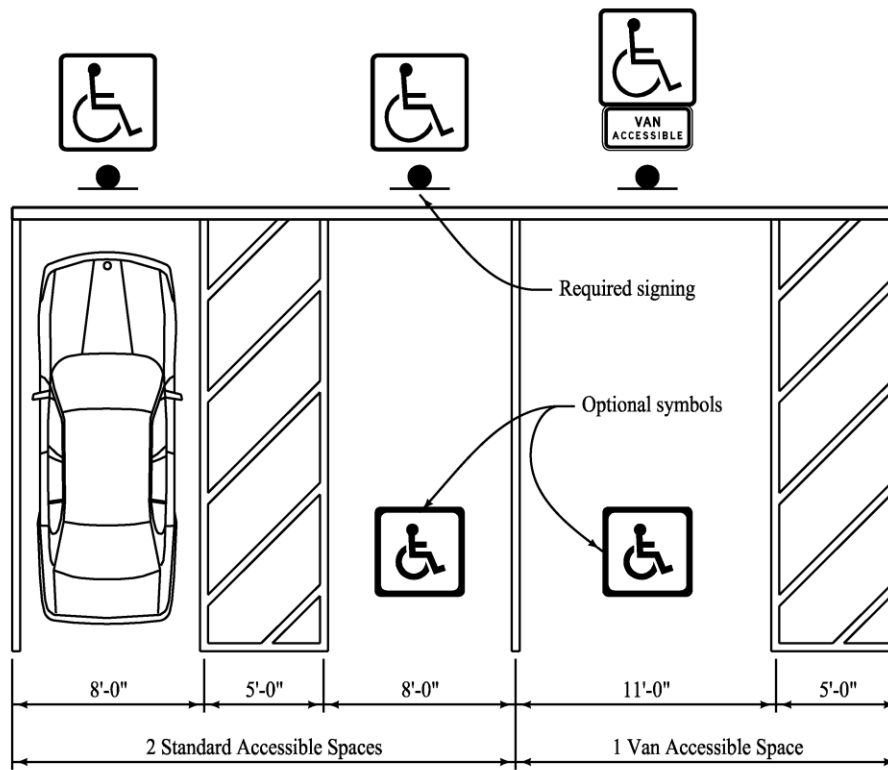
3. **Compact Parking:** It is no longer recommended that compact car only spaces be provided. At the time when compact car parking spaces were introduced, the mix of automobiles consisted of clearly defined very large and very small vehicles. As a result, the use of compact parking only was largely self enforcing; however, the current mix of automobile sizes is much more diverse. There is no longer a clear definition among the public of what constitutes a compact vehicle. In addition, if a compact car space is available in a convenient location, many drivers of intermediate and large vehicles will attempt to utilize the space, encroaching into the adjacent space. This creates a domino effect down the row and eventually renders a parking space unusable. For these reasons, compact car only spaces are not recommended.

D. Accessibility Requirements

Accessible parking spaces must be provided according to the 2010 ADA Standards for Accessible Design (2010 Standards). In addition, certain facilities are required to provide accessible passenger loading zones. The 2010 Standards identify both the minimum dimensions and the minimum number of accessible parking spaces and loading zones required. Refer to Parts 502 and 503 of the 2010 ADA Standards for additional information.

1. **Accessible Parking Spaces:** The 2010 Standards identify two types of accessible parking spaces for vehicles - car and van-accessible parking spaces. The minimum dimensions and common requirements for each are provided below and in Figure 8B-1.02.
 - a. **Car Accessible Spaces:** Minimum width of 96 inches (8 feet 0 inches)
 - b. **Van-accessible Spaces:** Minimum width of 132 inches (11 feet 0 inches)
 - c. **Access Aisle:** An adjacent access aisle is required for both car and van-accessible spaces. Two parking spaces may share an individual access aisle.
 - 1) **Width:** The minimum width of the access aisle is 60 inches (5 feet 0 inches). If the width of the access aisle is increased to 96 inches, the width of an adjacent van-accessible parking space may be reduced from 132 inches to 96 inches. With proper layout, this allows for a reduction in the total width consumed by two adjacent van-accessible spaces.
 - 2) **Length:** The access aisle must extend the full length of the parking spaces they serve.
 - 3) **Marking:** The access aisle must be marked; however, the 2010 Standards do not indicate the type of pavement marking required. Typically, the aisle is striped at an angle. While not required, the adjacent stalls may be painted with the international symbol of accessibility (wheelchair symbol) to aid motorists in identifying the space as being reserved.
 - d. **Signage:** Accessible parking spaces must be designated with signs showing the international symbol of accessibility. Signs for van accessible spaces should also contain the designation "van accessible." Signs must be installed a minimum of 60 inches from the bottom of the sign to the ground surface. Additional signage related to enforcement or parking fines is not required by ADA.

Figure 8B-1.02: Accessible Space Dimensions

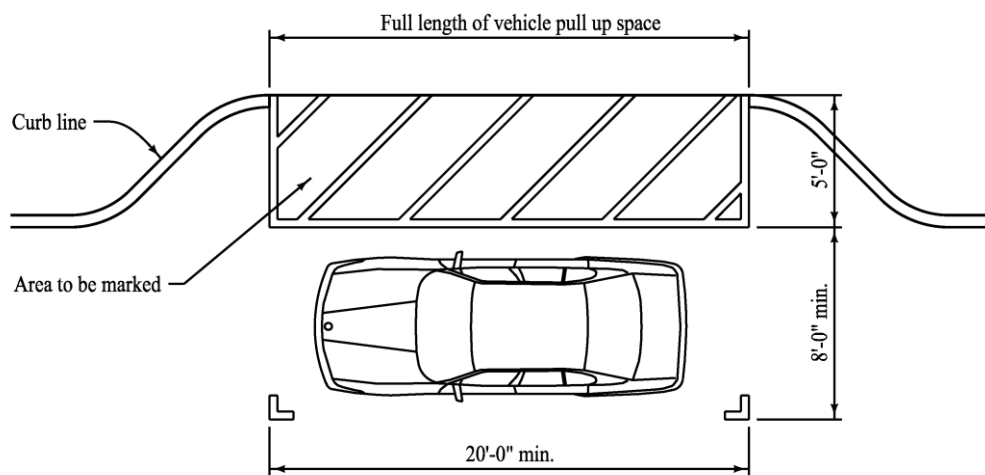


Alternate Van Accessible Parking Dimensions

2. **Passenger Loading Zone:** The 2010 ADA Standards require passenger loading zones only at licensed medical care and long-term care facilities (where the period of stay exceeds 24 hours). At other locations, the provision of passenger loading zones is optional; however, when they are provided, a portion of the loading zone must be accessible. At least one accessible passenger loading zone must be provided for every 100 continuous linear feet of loading zone space.

Passenger loading zones must have a minimum pull-up length of 20 feet and a width of 96 inches. An access aisle adjacent to the loading zone must extend the full width of the vehicle pull up space they serve and have a minimum width of 60 inches. The access aisle must be at the same elevation as the vehicle pull-up spaces that serve them. The loading zone cannot discharge to a sidewalk on top of a curb. In addition, the access aisle must be marked to discourage parking. This is typically accomplished by striping at an angle.

Figure 8B-1.03: Passenger Loading Zone Dimensions



3. **Access Routes:** At least one accessible route must connect the building or destination with each accessible parking space or loading zone. To the maximum extent possible, the accessible route should coincide with the route for the general public. Like accessible off-street parking spaces and loading zones, accessible routes are covered by the 2010 ADA Standards. The basic requirements that apply to new construction for accessibility from a parking lot to a building or other destination are summarized in Chapter 4 of the 2010 Standards.
4. **On-Street Parking:** For requirements on accessibility for on-street marked or metered parking spaces, see [Section 12A-2](#).

E. Drainage

Internal parking lot drainage should be designed according to [Chapter 2 - Stormwater](#).

Stormwater runoff from parking lots serving other than single and two family dwellings should not be discharged directly into the street; such runoff should be collected internally or discharged to an adjacent drainage way. After providing detention, when required, the collected stormwater may be discharged to the public storm sewer, ditch, or other conveyance. Stormwater runoff discharged to the street over the back of the curb or through a parking lot entrance, should be minimized. Check with the local jurisdiction for their stormwater requirements.

Where narrow (less than 10 feet wide) raised islands are provided, their presence should generally be disregarded when determining the runoff coefficient or curve number for the parking lot as they provide little benefit in reducing runoff. Wider islands, or islands that are depressed to collect stormwater runoff, are encouraged and may be taken into consideration when determining the runoff potential.

Pavement slopes of 1.5% should be provided to ensure proper drainage and eliminate standing water and icy conditions. Minimum pavement slopes of 0.6% may be used, however since the potential for flat areas is greater, additional measures to address drainage, such as slotted drains or pervious pavement, may be necessary. Slopes greater than 2% in areas between the parking lot destination and the accessible parking stalls should be avoided as they create a situation where constructing an accessible route is difficult. Slopes greater than 5% are discouraged.

F. Pavement Design

Any off-street parking area should be surfaced with a flexible or rigid pavement. Check with the local jurisdiction to determine the requirements for paving parking lots. If no local requirements are stipulated, the pavement thickness for parking areas occupied by cars and small trucks for rigid and flexible pavements (see [Chapter 5 - Roadway Design](#) for mix designs) should be designed according to the following tables. It should be noted that the layer of aggregate used as the subbase needs to be drainable.

Parking lots should be designed for a minimum 20 year design life. If a design life of greater or less than 20 years is desired, see [Chapter 5 - Roadway Design](#) for pavement thickness determination. In addition, for pavements less than the recommended thickness, a pavement thickness determination should be completed to match the pavement structure with the needs of the project.

The subgrade should be designed according to [Section 6E-1](#). If soils tests are not available to determine the CBR value and uniformity of the soil (before and after construction), a CBR value of 3 and a non-uniform subgrade should be assumed.

Table 8B-1.03: Pavement Thickness for Light Loads
(Parking lots with 200 or less cars/day and/or 2 or less trucks/day or equivalent axle loads)

Subgrade CBR	Surface Material	On 12" of Prepared Subgrade		On 12" of Prepared Subgrade with 4" Granular Subbase	
		<i>Minimum</i>	<i>Desirable</i>	<i>Minimum</i>	<i>Desirable</i>
9	Rigid	5"	6"	4"	5"
	Flexible	5"	6"	4"	5"
6	Rigid	5"	6"	4"	5"
	Flexible	5"	6"	4"	5"
3	Rigid	5"	6"	4"	5"
	Flexible	6"	6"	5"	5"

Table 8B-1.04: Pavement Thickness for Moderate Loads

(Parking areas, entrances, perimeter travel lanes, and frontage roads subject to 201 to 700 cars/day and/or 3 to 50 trucks/day or equivalent axle loads)

Subgrade CBR	Surface Material	On 12" of Prepared Subgrade		On 12" of Prepared Subgrade with Granular Subbase		
		<i>Minimum</i>	<i>Desirable</i>	<i>Thickness of Granular Subbase</i>	<i>Minimum</i>	<i>Desirable</i>
9	Rigid	5"	6"	4"	4"	5"
	Flexible	5"	6"	6"	4"	5"
6	Rigid	5"	6"	6"	4.5"	5"
	Flexible	6"	6"	8"	5"	5"
3	Rigid	5.5"	6"	6"	5"	5"
	Flexible	6"	7"	8"	6"	6"

The portions of the parking facility serving truck traffic such as entrances, perimeter travel lanes, trash dumpster sites, and delivery truck routes must be designed to accommodate heavier loads. The number, type, and weight of delivery vehicles can usually be predicted with a fair level of accuracy. With this information, ESAL values and pavement thicknesses can be determined using the methodology described in [Chapter 5 - Roadway Design](#).

If the parking lot is to service an industrial area, such as a truck stop or manufacturing facility, the volume of truck traffic and the associated ESALs should be determined and an independent pavement thickness determination completed to ensure meeting the 20 year design life needs of the project.

Jason Slack/Director, Buildings and Grounds

Discussion and/or decision on Awarding contract to Midwest DCM for the Courthouse North Parking Lot.



October 25, 2024

Mr. Jason Slack
Pottawattamie County
227 South 6th Street
Council Bluffs, IA 51501

Subject: Award Recommendation
Annex Parking Lot

Dear Jason:

I have reviewed the two bids received for the Annex Parking Lot project. The bid amounts are shown below.

Midwest DCM	\$224,000.00
United Utilities and Excavation, LLC	\$465,463.00

I have spoken with Russ Cooper of Midwest DCM and am satisfied that they are capable of completing the work. If awarded, they plan to start construction the week of November 4, and meet the substantial completion deadline of December 16, 2024. I hereby recommend awarding the project to the low bidder, Midwest DCM.

Sincerely,
REELFS ENGINEERING, LLC – CONSULTANT

A handwritten signature in blue ink that reads "Scott D. Reelfs".

Scott D. Reelfs, P.E.
Project Manager

AGREEMENT

This AGREEMENT is made and entered this ____ day of _____, 20____, by and between Pottawattamie County, Iowa, hereinafter called the Owner, and Midwest DCM, hereinafter called the Contractor, with said Agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the 22nd day of October 2024, did submit proposals to the Owner on certain Plans and Specifications entitled "*Annex Parking Lot*" a copy of which Proposal is hereto attached and made a part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instructions to Bidders, Proposal, Agreement, Bonds, General Conditions, Supplementary Conditions, Standard Specifications, Supplemental Specifications, Standard Details, Construction Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all labor, mechanics for labor, tools, materials, and equipment to complete the construction under this Contract in a good and workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said plans and specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall complete the work under this Contract as indicated in the Instructions to Bidders.
6. The Lump Sum bid for the project is: \$224,000.00

IN WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures.

Executed for Contractor:

By: _____

(Title)

ATTEST: (Witness)

Date Signed

Bonds and Insurance Approved By:

Executed by County:

By: _____

ATTEST: (Witness)

Date Signed

PROPOSAL

The undersigned have carefully examined the plans, specifications and contract documents, prepared for:

*Annex Parking Lot
Pottawattamie County, Iowa*

and hereby declares that this proposal is made in good faith without fraud or collusion with any other person(s) bidding on this contract; and hereby agrees to enter into a contract within 5 days of award by Owner; and hereby proposes to furnish all labor, material and equipment required to perform the work according to the following:

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

ADDENDUM 001 DATED 10/18/24

Lump Sum Bid Amount \$ 224,000.00

Two hundred twenty four thousand + $\frac{00}{100}$

- A. Work under this proposal shall be substantially complete on or before Monday, December 16, 2024.

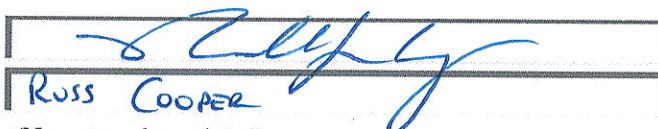
The Owner shall be entitled to deduct from monies of the Contractor for liquidated damages an amount equal to \$250.00 for each and every calendar day that the Contractor is in default of substantial completion of the work.

- B. The undersigned bidder agrees prior to incorporation of materials and equipment in the work to furnish owner with a certificate from all suppliers of material and equipment that such materials and equipment are in compliance with the plans and specifications.

The undersigned bidder states that his Proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this Proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and the Contract Documents prepared by Reelfs Engineering, LLC, the provisions of the latter shall prevail.

BIDDER: MIDWEST DCM
(Legal name of corporation, partnership, or sole proprietorship)

SIGNATURE: 
BY: RUSS COOPER
(Name typed or printed)

TITLE: PRESIDENT
(Corporate office held, partner, or sole owner)

ADDRESS: 8719 S. 135TH ST. STE. 100
OMAHA, NE 68138

TELEPHONE: 402-537-3077

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Midwest DCM, Inc., 8719 S. 135th Street, Omaha, NE 68138

_____ as Principal, hereinafter called the Principal,

and the Inland Insurance Company,

of P.O. Box 80468, Lincoln, NE 68501, a corporation duly organized under

the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

Pottawattamie County, IA as Obligee, hereinafter called the Obligee,

in the sum of TEN PERCENT OF AMOUNT BID

Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Annex Parking Lot - Pottawattamie County Courthouse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 22nd day of October, 2024.

[Signature]

Witness

[Signature]
Midwest DCM, Inc. (Seal)
Principal
PRESIDENT

Title

[Signature]

Witness

Inland Insurance Company
By [Signature]
Jacqueline L. Drey, Attorney-in-Fact

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 19
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.
Lancaster

INLAND INSURANCE COMPANY

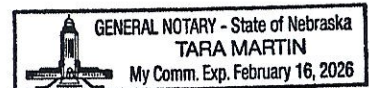
Curt L. Hartter President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 26.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 22nd day of October, 20 24.

Philip C. Abel

Director



Jamie Petersen/GIS Coordinator, GIS

Discussion and/or decision to authorize the Board Chairperson to sign Agreement for GIS Services with the Omaha-Council Bluffs Metropolitan Planning Agency.

AGREEMENT COVER PLATE

AGREEMENT IDENTIFICATION

1. Agreement Number: 2590310001
2. Project: Pottawattamie County GIS Activities – FY 2025
3. Project Description: Pass-thru Federal transportation planning activities
4. Effective Date: July 1, 2024
5. Completion Date: June 30, 2025

AGREEMENT PARTIES

6. Contractor/Subrecipient Name and Address:

Pottawattamie County
Attn: GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

7. Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

- 8.

Federal (FHWA PL)	\$67,025.00
Local Match	\$28,725.00
Total	\$95,750.00
CFDA Number	20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Approval -
10. Date of Contractor/Subrecipient Approval -

TRANSPORTATION SERVICES SUBRECIPIENT AGREEMENT

FEDERAL AWARD INFORMATION

As required per 2 CFR § 200.211, the general Federal award information is as follows:

Recipient Name: Pottawattamie County, Iowa

Recipient Unique Entity Identifier: DDUNWJQV8113

Unique Federal Award Identification Number: IA-2024-026-00

Period of Performance Start and End Date: 7/1/2024 - 6/30/2025

Budget Period Start and End Date: 7/1/2024 - 6/30/2025

Amount of Federal Funds Obligated by this action: \$67,025

Total Amount of Federal Funds Obligated: \$67,025

Total Approved Cost Sharing or Matching: \$28,725

Total Amount of the Federal Award including approved Cost Sharing or Matching: \$95,750

Budget Approved by the Federal Awarding Agency: \$95,750

Federal award description: Federal-aid Highway Program, Highway Planning and Construction

Name of Federal awarding agency and contact information for awarding official: US Department of Transportation - Federal Highway Administration, Sean Litteral, sean.litteral@dot.gov

Assistance Listings Number (ALN f/k/a CFDA) and Title: 20.205 Highway Planning and Construction

Is the award for Research & Development? No

Indirect cost rate for the Federal award (including if the de minimis is charged per § 200.414): Not applicable.

THIS AGREEMENT is between the Omaha-Council Bluffs Metropolitan Area Planning Agency, which is a Metropolitan Planning Organization, hereinafter referred to as "MAPA", and Pottawattamie County, Iowa, hereinafter referred to as "Subrecipient", with the two collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, federal transportation planning regulations provide for the establishment of a metropolitan planning organization (MPO) within each metropolitan area to serve as a forum for local officials to carry out certain intermodal transportation planning and programming responsibilities within each metropolitan area; and

WHEREAS, MAPA has been designated by the cities and counties within its boundaries, with the concurrence of the Governor(s), to serve as the MPO for the Council Bluffs/Omaha

metropolitan area; and

WHEREAS, MAPA has been awarded federal grant funding to undertake certain transportation planning activities identified in 23 U.S. Code (USC) Section 134; Code of Regulations (CFR) Title 23, Part 420, subpart A, and Part 450, subpart C, and which are incorporated into MAPA's FY 2025 Unified Planning Work Program, hereinafter referred to as "**UPWP**", and attached as "**Exhibit A**" and incorporated into this Agreement by reference; and

WHEREAS, MAPA wishes to pass through to Subrecipient some funding for planning activities to be performed specifically on behalf of Subrecipient's local jurisdiction within the MPO; and

WHEREAS, Subrecipient meets the definition of "subrecipient" pursuant to 2 CFR Part 200, and

WHEREAS, Subrecipient is qualified to do business in the state or states where activities will be performed, and when applicable, has met all legal and regulatory requirements to provide Services in the respective states, and

WHEREAS, MAPA and Subrecipient wish to enter into this Agreement to specify the duties and obligations of the Parties described herein; and

WHEREAS, Subrecipient is willing to perform services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation related planning and program requirements, so that Subrecipient's costs under this Agreement will be eligible for federal reimbursement.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 1.2 **Expiration Date** – This Agreement expires when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any extension of the Initial Duration, and the waiver or completion of the project financial audit and cost.
- 1.3 **Initial Duration** – The initial duration of this Agreement will be **one year** beginning on **July 1, 2024** and ending on **June 30, 2025**.
- 1.4 **Extension of the Agreement** - Not applicable.

- 1.5 Pre-Award Authority – Not applicable.
- 1.6 Identifying Date – This Agreement may be identified by the date MAPA signed the Agreement.
- 1.7 Termination or Suspension – MAPA reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 2. EMPLOYMENT AND NOTICE TO PROCEED

- 2.1 Upon the Effective Date, Subrecipient agrees and is authorized to undertake certain transportation planning activities identified in the **UPWP**, and that all required compliance provisions of the **Iowa Department of Transportation (IowaDOT) Agreement 25MPO-MAPA**, which is attached as “**Exhibit B**”, and incorporated hereinafter by reference, shall be passed through to Subrecipient.

SECTION 3. SCOPE OF SERVICES

- 3.1 Subrecipient shall do, perform, and carry out the activities identified for the Subrecipient in the **UPWP**, the activities identified herein this Section, and activities identified in a supplement to this Section, which is attached as “**Exhibit C**” and incorporated hereinafter by reference. These activities are hereinafter collectively referred to as “Services” and incorporated into this Agreement by reference.
- 3.2 Subrecipient shall develop and deliver to MAPA quarterly progress reports documenting its work activities and studies undertaken under the terms of this Agreement. Each progress report shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The progress report document shall be written in a style and form suitable for a technical audience rather than the mass public. The progress report shall address the following information:
- Activities performed during the completed quarter.
 - Percentage of Services completed.
 - Conformance to approved scope of this Agreement.
 - Activities to be performed in the subsequent calendar quarter.
 - Any existing or expected concerns about completing the activities included in the scope.
- 3.3 The progress reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the **UPWP** may be documented in a single report or additional reports as is mutually

agreeable to MAPA and the Subrecipient.

- 3.4 The Subrecipient shall deliver to MAPA the progress reports with its quarterly invoices (see Section 8.1), and Subrecipient agrees that MAPA may refuse a quarterly payment to Subrecipient if the corresponding progress report fails to meet the content requirements established in this Agreement.
- 3.5 Upon request by MAPA, Subrecipient will send staff to present its reports orally to and answer questions from the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors.

SECTION 4. PERSONNEL

- 4.1 Subrecipient represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- 4.2 All of the services required hereunder shall be performed by Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- 4.3 All contractual services to be covered by this Agreement must be procured in accordance with the federal standards prescribed by 2 CFR 200.318 through 200.327, and 49 CFR 26, and if the Subrecipient fails to comply with such standards, MAPA may determine some or all contractual services to be ineligible expenses.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 5.1 Subrecipient agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the United States. Subrecipient agrees to require any subcontractors to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the United States. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

SECTION 6. PROJECT BUDGET & COMPENSATION

- 6.1 Subrecipient's budget for Services shall be included in **Exhibit C**.
- 6.2 Contingent upon receipt of funds authorized by the Grant, MAPA agrees to pay Subrecipient for its costs incurred to perform the Services under the terms of this Agreement on a reimbursement basis, not to exceed in any event **\$67,025.00**, less independent audit and inspection fees, if required by MAPA. The Subrecipient agrees to contribute in cash or in services a minimum requirement of **\$28,275.00**. Subrecipient's contribution shall not derive from federal funds.
- 6.3 Eligible Costs are limited to the Services and budget itemized in **Exhibit C**, which may include one or more of the following:
- 6.3.1 Direct Labor Costs: These are the Subrecipient's costs incurred to pay employees for the time they are working specifically on Services authorized by this Agreement. Reimbursement for direct labor costs are limited to wages, employer-paid taxes, and employer-paid benefits. Wages are limited to the straight-time hourly rate of pay (or equivalent hourly rate if the employee is salaried) for the pay period in which the work was performed. The hours charged must be supported by adequate time distribution records that clearly indicate the distribution of hours to all eligible Services on a daily basis for the entire pay period.
- 6.3.2 Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to providing the Services authorized by this Agreement, including but not limited to: allocable costs of operating equipment used in performance of this Agreement, or in lieu of actual costs for vehicle usage, vehicle mileage valued at the current IRS published mileage reimbursement rate; lease or procurement of special equipment and materials required for the project; special insurance premiums if required solely for this agreement communication costs; reproduction and printing costs; supplies; and such other allowable items. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable. Any item purchased by Subrecipient that meets the definition of "equipment" found in 2 CFR 200.1 is not an allowable expense and is not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the Subrecipient's indirect cost rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an indirect cost, then costs from that category are not eligible to be billed to this project as a direct expense.

The Subrecipient shall submit to MAPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

6.3.3 Contractual Costs: These costs include payments made to subcontractors authorized by MAPA (see Section 20) in order to accomplish the Services authorized by this Agreement.

6.3.4 Indirect Costs: Subrecipient is eligible for reimbursement if it has an indirect cost rate and cost allocation plan approved by a cognizant federal agency in accordance with 2 CFR 200. Subrecipient shall provide to MAPA a copy of its approved rate and plan.

6.3.5 Cost Reductions: Subrecipient shall reduce from the calculation of eligible costs any compensation Subrecipient receives in a sale transaction for any products or services derived from the Services authorized in this Agreement.

SECTION 7: RECORDS AND AUDITS

7.1 Subrecipient shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F. Expenditures shall be in conformance with the standards for allowability of costs and the contract cost principles and procedures set forth in 2 CFR 200.

7.2 Subrecipient shall establish and maintain separate accounts for expenditures under the Grant.

7.3 Subrecipient shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are

lost, at such reasonable time and place as may be designated by MAPA or a designated Federal representative, and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final MAPA or federal audit is completed, resolved and closed.

Subrecipient shall at all times afford a representative of MAPA or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.

If any amount paid by MAPA to Subrecipient under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Subrecipient shall return such amount to MAPA.

- 7.4 Subrecipient shall comply with all federal audit requirements set forth in 2 CFR 200.501 and shall provide MAPA with a copy of Subrecipient's most recently completed independent audit of annual financial statements and a copy of every subsequent independent audit completed during the duration of this Agreement.

SECTION 8: SUBMISSION OF INVOICES

- 8.1 Subrecipient shall submit invoices for quarterly periods of performance of the Services identified in **Exhibit C**. A "quarter" shall refer to a consecutive period of three months that align with the standard calendar year. Except for costs incurred during a period eligible for pre-award authority pursuant to Section 1.5, costs shall be unallowable if submitted to MAPA later than 60 days after the end of the period in which the Subrecipient incurred the cost. Such invoices shall account for the expenditure of Federal and Subrecipient shares, shall indicate work program percentage completion, and shall contain a statement of the Subrecipient's estimate of the percentage of work completed and be signed by a responsible representative of the Subrecipient, certifying that all of the items therein are true and correct for the work performed under the terms of this Agreement.
- 8.2 MAPA shall evaluate the accuracy and the Subrecipient's compliance with the terms of this Agreement, and shall make payment thereon to the Subrecipient no later than 60 days within acceptance of the invoice. MAPA may withhold ten percent (10%) of the total

compensation pending a final audit of this Agreement, but for no later than 120 days from the end date of this agreement. Final payment shall be made upon determination by MAPA that all requirements herein have been completed, which determination shall not be unreasonably delayed.

- 8.3 All invoices shall be supported by the documentation of payroll distribution, receipts for direct non-labor costs, invoices from subcontractors, or other documents reasonably required by MAPA. Subrecipient shall use actual labor rates for billing purposes.
- 8.4 Subrecipient shall have available a listing of all Subrecipient personnel positions that may be selected or assigned to the work contemplated herein. Such listing shall indicate the title or classification and salary range of each such position. Employees of the Subrecipient shall keep and certify a time record that identifies that their work is directly assignable to the Services authorized in this Agreement, and includes date and hours worked and title of position.
- 8.5 Time Records: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time records must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.
- 8.6 Subrecipient's costs for travel outside the state of its local jurisdiction shall not be eligible for reimbursement under this Agreement unless MAPA has provided written prior approval for such out-of-state travel.
- 8.7 If MAPA determines that a cost item paid to the Subrecipient under this Agreement is not eligible for federal funding, then the Subrecipient shall reimburse to MAPA the amount of the ineligible cost item.

SECTION 9: REPORTING, PERMISSIONS, AND PUBLICATION

- 9.1 Subrecipient shall provide all information and reports required by the laws and regulations referenced herring throughout this Agreement, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MAPA to be pertinent

to ascertain compliance with such laws, regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall certify to MAPA, as appropriate, and set forth what efforts it has made to obtain the information.

- 9.2 Identification. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) the following:

Omaha-Council Bluffs Metropolitan Area Planning Agency

and

[Subrecipient Name]

[Date (month and year) prepared]

The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134.

9.3 Copyrights

- 9.3.1 Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of Subrecipient, MAPA, and all other governmental agencies participating in the funding of the Services performed under this Agreement. Copies of said documents will be made available to such participants upon request at costs of such reproduction.
- 9.3.2 Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval by MAPA.
- 9.3.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 9.3.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration and relevant state transportation department. However, if one of or both the state and federal departments does not wish to subscribe to

the findings or conclusions of the study, the following statement shall be included on the credit sheet:

The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of [State] DOT or the Federal Highway Administration.

- 9.3.5 In the event of failure of agreement between MAPA and Subrecipient relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.
- 9.3.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 9.3.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 9.3.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

SECTION 10. SUBRECIPIENT'S PERFORMANCE

10.1 Standard of Performance

Subrecipient shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Subrecipient shall complete the Services exercising good and sound professional judgment and practices. Subrecipient's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

10.2 Quality of Service

Subrecipient agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Subrecipient agrees to permit MAPA access at all times to the work product for purposes of reviewing the same and determining that the Services are being performed in accordance with the terms of this Agreement.

10.3 Performance Evaluation

10.3.1 MAPA retains the discretion to conduct an evaluation of Subrecipient's performance in the following categories at any time if MAPA determines that Subrecipient's performance is not meeting, has not met, or is at risk of not meeting the standards of performance in accordance with the terms of this Agreement. MAPA will notify Subrecipient in advance of an evaluation and provide necessary instructions and procedures for complying with the evaluation.

10.3.2 Subrecipient shall, to the fullest extent reasonable, implement and make modifications and changes in response to MAPA's evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the evaluation. MAPA's remedies for substandard performance will apply even in the absence of an evaluation.

10.4 MAPA's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed while performing the Services, Subrecipient shall re-perform the Services at no cost to MAPA. Further, Subrecipient shall reimburse MAPA for any costs incurred by MAPA for necessary remedial work. Subrecipient shall respond to MAPA's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to Services. If Subrecipient discovers errors, omissions, or negligence in its Services, Subrecipient shall notify MAPA of the errors within three (3) business days. Failure of Subrecipient to notify MAPA constitutes a breach of this Agreement.

If Subrecipient fails to re-perform the Services, or if MAPA determines that Subrecipient will be unable to correct substandard Services before the time specified for completion in

this Agreement, MAPA may correct such unsatisfactory Services (or by the use of third parties) and charge Subrecipient for the costs incurred.

If MAPA requires Subrecipient to remedy any deficiencies in the Services, Subrecipient shall make such corrections at no additional cost to MAPA. Any increase or decrease in the Scope of Services or any modification of the specifications will be made only by written agreement signed by the Parties. Subrecipient shall bear legal liability for all damages incurred by MAPA caused by Subrecipient's errors, omissions, or negligent acts without liability or expense to MAPA. The rights and remedies of MAPA provided herein are in addition to any other remedies provided by law.

SECTION 11. SUBRECIPIENT'S ACCOUNTABILITY FOR ITS SERVICES

- 11.1 Subrecipient agrees that MAPA will rely on the professional training, experience, performance and ability of Subrecipient. Subrecipient agrees that examination, approval, acceptance, use of, or acquiescence in Subrecipient's Services by MAPA will not be considered a full and comprehensive examination and will not be considered approval of Subrecipient's Services that would relieve Subrecipient from liability or expense connected with Subrecipient's sole responsibility for the propriety and integrity of Subrecipient's Services pursuant to this Agreement. Subrecipient agrees that MAPA's declining to approve Subrecipient's Services will not be deemed an acceptance of defective services or relieve Subrecipient of its obligations and liabilities with respect to such defects.
- 11.2 Subrecipient agrees that acceptance or approval of any of the services of Subrecipient by MAPA or of payment, partial or final, will not constitute a waiver of any rights of MAPA to recover from Subrecipient damages caused by Subrecipient due to error, omission, or negligence of Subrecipient in its services.

SECTION 12. SUSPENSION OR TERMINATION

12.1 Suspension or Termination

MAPA has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a

non-exclusive list of the examples of the circumstances under which MAPA may suspend or terminate this Agreement:

- A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
- The Services or the project are abandoned for any reason
- Funding priorities have changed
- MAPA's interests are best protected by suspension or termination of this Agreement
- Subrecipient fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
- Subrecipient fails to provide acceptable replacement personnel or qualified new personnel
- Subrecipient has not made sufficient progress to assure that the Services are completed in a timely manner
- Subrecipient fails to meet the standard of care applicable to the Services
- Subrecipient fails to meet the performance requirements of this Agreement
- Subrecipient's breach of a provision of this Agreement or failure to meet a condition of this Agreement
- Subrecipient's unlawful, dishonest, or fraudulent conduct in Subrecipient's professional capacity

12.2 Suspension

12.2.1 **Suspension for Convenience.** If MAPA suspends Subrecipient's work for convenience, Subrecipient will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Subrecipient will not be compensated for any Services completed or costs incurred after the date of suspension. Subrecipient shall provide MAPA a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

12.2.2 **Suspension for Cause.** If MAPA suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Subrecipient, Subrecipient will be given notice of the date of suspension, which

date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Subrecipient with the reason(s) for the suspension, a timeframe for Subrecipient to correct the deficiencies, and when applicable, and a description of the actions that must be taken for MAPA to rescind the suspension. Subrecipient's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of MAPA. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

12.3 Termination

If MAPA terminates this Agreement, Subrecipient will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Subrecipient with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Subrecipient's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

12.4 Compensation upon suspension or termination

If MAPA suspends the work or terminates the Agreement, shall be compensated for work completed, or costs incurred prior to the date of suspension, provided however, that in the case of suspension or termination for cause or for Subrecipient's breach of this Agreement, MAPA will have the power to suspend payments, pending Subrecipient's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, MAPA will compare the percentage of work actually completed by Subrecipient to the total amount of work contemplated by this Agreement. This comparison will result in a payment by MAPA for any underpayment, no adjustment, or a billing to Subrecipient for overpayment.

SECTION 13. CONFLICT OF INTEREST

Subrecipient shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for MAPA's project to remain fully eligible for federal funding. By signing this Agreement, Subrecipient certifies that Subrecipient is not aware of any financial or other interest Subrecipient has that would violate the terms of these federal provisions.

SECTION 14. FORBIDDING USE OF OUTSIDE AGENTS

Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, MAPA has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 15. GENERAL COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Subrecipient is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 16. CLAIMS AND INDEMNITY

Both Parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under any applicable workers' compensation law on behalf of

said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

SECTION 17. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

SECTION 18. DRUG-FREE WORKPLACE POLICY

Subrecipient's employees and subcontractors shall not use illegal drugs or consume alcohol during work hours and while performing Services under this Agreement. Subrecipient shall have and maintain a current drug-free workplace policy that complies with all provisions of 41 U.S.C. 702, "*Drug free workplace requirements for Federal grant recipients,*" and 49 CFR 32.205, "*What must I include in my drug-free workplace statement?*".

SECTION 19. EQUAL OPPORTUNITY AND DISCRIMINATION

- 19.1 DISABILITIES ACT. Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), and as further implemented by 28 CFR 35, 49 CFR 27, 28, and 37.
- 19.2 DISADVANTAGED BUSINESS ENTERPRISES. Subrecipient shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subcontracts financed in whole or in part with federal funds under this Agreement.
- 19.3 TITLE VI NONDISCRIMINATION CLAUSES.
 - 19.3.1 Compliance with Regulations. During the performance of this Agreement, Subrecipient, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27).
 - 19.3.2 Nondiscrimination. Subrecipient, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when

the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

- 19.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or equipment, Subrecipient shall notify each potential subcontractor or supplier of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.
- 19.3.4 Sanctions for Noncompliance. In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, MAPA will impose such agreement sanctions as it may determine to be appropriate, including but not limited to withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.
- 19.3.5 Incorporation of Provisions. Subrecipient shall include the Title VI nondiscrimination provisions of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Subrecipient shall take such action with respect to any subagreement or procurement as MAPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Subrecipient becomes involved in or is threatened with litigation with a subcontractor as a result of such direction, Subrecipient may request that MAPA enter into such litigation to protect the interests of MAPA and, in addition, Subrecipient may request that the MAPA and the United States enter into such litigation to protect the interests of the MAPA and the United States.
- 19.3.6 Failure of Subrecipient to carry out the requirements set forth above in this Section may constitute a breach of this Agreement and, after the notification by MAPA, may result in termination of this Agreement by MAPA or such remedy as MAPA deems appropriate.

SECTION 20. SUBLETTING, ASSIGNMENT, OR TRANSFER

- 20.1 Subrecipient shall not sub-award federal funds authorized by this Agreement to another subrecipient, but Subrecipient may subcontract for goods and services only if MAPA has approved such subcontract in advance. Subrecipient must follow all federal requirements pertaining to the procurement of goods and services. Subrecipient shall provide to MAPA, upon request, proof of the procurement process. Subrecipient understands and agrees that a subcontractor must comply with all applicable federal laws and regulations with regard to federal contracts, and Subrecipient accepts responsibility for any breach of this Agreement caused by a subcontractor's failure to comply with applicable laws and regulations.
- 20.2 Work to be performed by a subcontractor shall be defined in **Exhibit C**.
- 20.3 No right-of-action against MAPA will accrue to any subcontractor by reason of this Agreement.
- 20.4 In accordance with the terms of this Agreement and 49 CFR 26, Subrecipient shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts, and must provide to MAPA, upon request, to provide documentation of Subrecipient's efforts to employ a disadvantaged business enterprise.

SECTION 21. SUBRECIPIENT CERTIFICATIONS

The undersigned duly authorized representative of Subrecipient, by signing this Agreement, hereby affirms and certifies to the best of his or her knowledge and belief that the Subrecipient complies with the following:

- 21.1 To the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional service agreement, the wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which MAPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. [source: Neb. Rev. Stat. § 81-1715(1)]
- 21.2 Except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Subrecipient) to solicit or secure this Agreement, or
- Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
- Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Subrecipient) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any). [source: Neb. Rev. Stat. §§ 81-1717 and 1718]

SECTION 22. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

22.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

22.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

22.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

22.2 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

22.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 23. DEBARMENT AND SUSPENSION

The Subrecipient and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System 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 E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

SECTION 24. CHANGES

The Subrecipient or MAPA may, from time to time, request changes in the Services set forth in this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between MAPA and the Subrecipient, and subject to the approval of the Federal Highway Administration, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

SECTION 25. APPLICABLE LAW AND VENUE

The Parties to this Agreement shall conform with all existing and applicable federal laws and state laws, as well as applicable rules and regulations. The Parties agree that the laws of the state of which the Subrecipient is a political subdivision will govern the terms and the performance of this Agreement, and the Parties consent to the venue of courts located in this same state, which shall have exclusive jurisdiction over the terms of this Agreement.

SECTION 26. ENTIRE AGREEMENT


This Agreement, including all exhibits and incorporations specified herein, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

This area is intentionally left blank.


IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be executed by their proper officers and representatives.

Executed by MAPA this 27th day of June, 2024.

OMAHA-COUNCIL BLUFFS METROPOLITAN PLANNING AGENCY

By: 
Michael Helgerson
Executive Director

SUBSCRIBED AND SWORN to before me this 27 day of June, 2024

By: 
Printed Name: Elizabeth Zeller
Witness

Executed by Subrecipient this _____ day of _____, 20__.

POTTAWATTAMIE COUNTY, IOWA

By: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

By: _____
Printed Name: _____
Witness

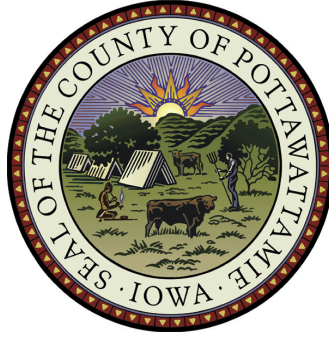
EXHIBIT A - UPWP

<https://mapacog.org/wp-content/uploads/2024/03/UPWP-FY2025-Final.pdf>

**Becky Lenihan/Finance & Tax Officer,
Auditor's Office**

Discussion and/or decision to approve and authorize
Board to sign: Resolution NO. 62-2024 entitled:
Resolution for Transfer from General Basic Rund to
Impact Fund.

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



Phone (712) 328-5700
FAX (712) 328-4740

October 29, 2024

Reso No. XX-2024

To: Heather Ausdemore

RE: Transfer from General Basic Fund to Impact Fund

As per board authorization of October 29, 2024, please transfer as follows:

\$ 350,000.00 **FROM:** 0001-99-0300-000-81400-000 (General Basic Fund)
\$ 350,000.00 **TO:** 0049-0-99-0300-904000-000 (Impact Fund)

For transfer of funds from the General Basic Fund to the Impact Fund (Bob Mings – Debt Relief Agreement for street improvement costs).

Thank You

Becky Lenihan
Finance and Tax Officer

RESOLUTION NO. 62-2024

RESOLUTION FOR TRANSFER FROM GENERAL BASIC FUND TO IMPACT FUND

WHEREAS, it is desired to transfer money from the General Basic Fund to Impact Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$350,000.00 is ordered to be transferred from General Basic Fund to the Impact Fund;

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

Dated this 29th Day of October 2024.

ROLL CALL VOTE

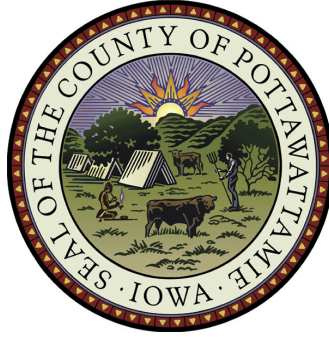
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>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

**Becky Lenihan/Finance & Tax Officer,
Auditor's Office**

Discussion and/or decision to approve and authorize
Board to sign: Resolution NO. 63-2024 entitled:
Resolution for Transfer from LOST Secondary Roads Fund
to Bond Series 2020B Debt Fund.

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



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

October 29, 2024

To: Heather Ausdemore

RESO

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

As per board authorization of October 29, 2024, please transfer as follows:

\$213,850 **FROM:** 0035-99-0300-000-81400-000 (LOST Secondary Roads Fund)
\$213,850 **TO:** 2225-0-99-0300-904000-000 (Bond Series 2020B Debt Fund)

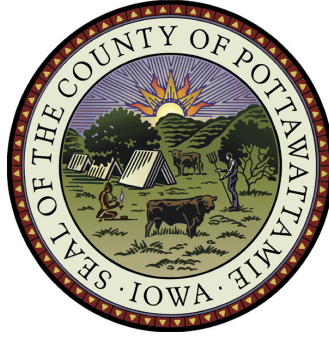
Annual transfer per bond agreement/issuance, of LOST funds to debt fund to pay FY 24/25 debt payments. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

**Becky Lenihan/Finance & Tax Officer,
Auditor's Office**

Discussion and/or decision to approve and authorize
Board to sign: Resolution NO. 64-2024 entitled:
Resolution for Transfer from LOST Secondary Roads Fund
to Bond Series 2021C Debt Fund.

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



Phone (712) 328-5700
FAX (712) 328-4740

October 29, 2024

To: Heather Ausdemore

RESO

RE: Transfer from LOST Secondary Roads Fund to Bond Series 2021C Debt Fund

As per board authorization of October 29, 2024, please transfer as follows:

\$392,300 **FROM:** 0035-99-0300-000-81400-000 (LOST Secondary Roads Fund)
\$392,300 **TO:** 2235-0-99-0300-904000-000 (Bond Series 2021C Debt Fund)

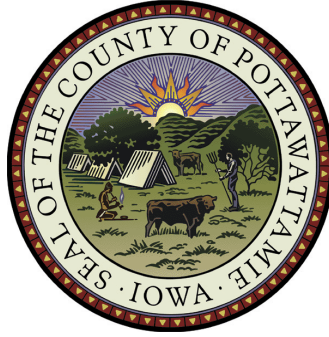
Annual transfer per bond agreement/issuance, of LOST funds to debt fund to pay FY 24/25 debt payments. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you,
Becky Lenihan
Finance and Tax Officer

**Becky Lenihan/Finance & Tax Officer,
Auditor's Office**

Discussion and/or decision to approve and authorize
Board to sign: Resolution NO. 65-2024 entitled:
Resolution for Transfer from Rural Services Fund to
Secondary Roads Fund.

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



Phone (712) 328-5700
FAX (712) 328-4740

October 29, 2024

Reso

To: Heather Ausdemore

RE: First Quarter 2024-2025 Transfer to Secondary Roads Fund

As per board authorization of October 29, 2024, please transfer as follows:

\$1,375,000 **FROM:** 0011-99-0300-000-81200-000 (Rural Services Fund)
\$1,375,000 **TO:** 0020-0-99-0311-902000-000 (Secondary Roads Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you,
Becky Lenihan
Finance and Tax Officer

RESOLUTION NO. 65-2024

RESOLUTION FOR TRANSFER FROM RURAL SERIES FUND TO SECONDARY ROADS FUND

WHEREAS, it is desired to transfer money from the Rural Series Fund to Secondary Roads Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$1,375,000.00 is ordered to be transferred from Rural Series Fund to Secondary Roads Fund;

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

Dated this 29th Day of October 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

Other Business

Jana Lemrick/Director, Human Resources

Discussion and/or decision on Employee Handbook Policy
#109 Introductory Period.

Jana Lemrick/Director, Human Resources

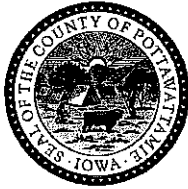
Discussion and/or decision to approve Policy Committee's recommendation to amend Employee Handbook Policy #109 Introductory Period.

Jana Lemrick/Director, Human Resources

Discussion and/or decision to approve Policy
Committee's recommendation to amend Employee
Handbook Policy #402 Vacation Leave.

Kristen Bracker/Attorney

**Discussion and/or decision to approve
Application for Use of Pottawattamie
County Grounds for use of County
Courthouse for the Fourth Judicial District
Bar Association on Thursday, November
21, 2024.**



APPLICATION FOR USE OF POTTAWATTAMIE COUNTY GROUNDS

After you have completed this form, please return it to: Board of Supervisors, 227 South 6th Street, 2nd Floor, Council Bluffs, Iowa or by fax at (712) 328-5770. For questions concerning this application, please contact the Board of Supervisors at (712) 328-5644. All applications should be submitted at least three weeks in advance of your event.

This form must be accompanied by a cover letter describing event. Any changes to the event or Responsible Party after the Application has been approved must be reported to the Board of Supervisors at (712) 328-5644. Applications must be resubmitted on an annual basis.

All County grounds and buildings are Smoke-Free and Weapons-Free.

Requesting Use of: Courthouse Veteran's Building (Only available for use by approved Veteran's Organizations)

Date(s) of use: November 21st, 2024

Time of use (start and end times): 5:00 PM - 7:00 PM

Group/Individual Requesting Use: 4th Judicial District Bar Association

Name of Contact Person: Kristen Bracker

Contact Address: 226 S. 6th Street, CB IA 51501

Telephone Number: 712-328-5644 Fax Number: 712-328-5753

Contact E-mail Address: Kristen.bracker@PottCounty-IA.gov

Name of Event: 4th Bar Happy Hour

Type of Event/Use: Informal gathering of Members of the 4th District Bar Association.

Specific areas of Courthouse grounds you request to use: Lobby Area

Is the event open to the general public? Yes No

Number of participants expected: 30-40

What equipment will be used on the grounds? (e.g.: chairs, tables, electrical equipment, restroom facilities) Restroom Facilities : Garbage Bins (Bring in Tables)

When will equipment be set up? 4:30pm

Is food and/or beverage to be served? Yes No (NOTE: NO alcohol beverages are allowed.)

If yes, describe: Light snacks, Beer, wine, water,

Has this group used Courthouse grounds for other events? Yes No

If so, please list functions and dates: _____

A liability insurance policy naming the County as an "additional insured" is required in the amount of at least \$1 million at the time of event.

Does this group have liability insurance to cover this event? Yes No N/A

.....

I have read the *Rules For Use of Pottawattamie County Courthouse Grounds*. I understand that Courthouse grounds will be left in a clean and neat condition after use. I am liable for all damages, expenses and loss caused by any person who attends or participates in this scheduled event. By signing this application, I agree to defend and hold the County (including its governing bodies, individual departments, employees, and agents) free and harmless from any damage, loss, liability, cost, or expense that may arise during or be caused in any way by this scheduled event and any activities related to it.



Signature of Responsible Party

10/23/24

Date

*** FOR COUNTY USE ONLY ***

Certificate of Insurance Received: Yes Date Received: _____ No Waived

Buildings and Grounds: N/A Approved Denied

Sheriff/Courthouse Security N/A Approved Denied

BOARD OF SUPERVISORS DECISION

Board Meeting Date: _____

Board Decision: Approved Denied

Notes and Comments: _____

Board of Supervisors, Chairman or Designee

VETERANS COMMISSION DECISION (Veteran's Building Only)

Commission Meeting Date: _____

Commission Decision: Approved Denied

Notes and Comments: _____

Veteran's Commission, Chairman or Designee

Committee Appointments

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

Received/Filed

Office of **Nº 049468**
Pottawattamie County Treasurer

10/24/24 for September
 Date 2024

Received from Pottawattamie County
Sheriffs Office

Payor Pottawattamie County Sheriffs
Office

Amount Fifty Eight Thousand Nine Hundred
Forty Eight Dollars & ⁰⁵/₁₀₀ \$ 58,948.05

Account to be credited see below

Descriptions of funds see below

Received by AV Checks

Date received 10/24/24

September 1, 2024		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$1,955.00	Weapon Permits	0001-1-05-1060-441000-000
\$56,993.05	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$58,948.05	Total Deposit	
	\$23,076.86	total check #224647
	\$35,871.19	total check #224648
	\$58,948.05	total deposit

F12617

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

09/03/2024 - 09/30/2024

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 09/03/2024 - 09/30/2024.

Disbursements:

Paid to Others:

State - Weapon Permit Amount	445.00
Refunds; Publication; Sales; Com	300,305.17

Subtotal	300,750.17
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Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	41,002.22
Postage	4,725.47
Transport - Officer Expenses	6,001.08
Mileage Amount	4,529.28
Report Amount	140.00
County - Weapon Permit Amount	1,955.00
Other - Subpoena	595.00

Subtotal	58,948.05
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Total	359,698.22
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The above information is respectfully submitted on 10/18/2024



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

09/03/2024 - 09/30/2024

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 09/03/2024 - 09/30/2024.

Receipts:

Service Fees - Notary Fees; Copy Fees	42,838.95
Postage	4,814.90
Transport - Officer Expenses	6,001.08
Mileage Amount	4,716.28
Report Amount	150.00
County - Weapon Permit Amount	1,650.00
State - Weapon Permit Amount	390.00
Refunds; Publication; Sales; Com	189,767.34
Other - Subpoena	665.00
Unapplied	-44.00
Total	250,949.55

The above information is respectfully submitted on 10/18/2024



Andy Brown
Pottawattamie County, IA

Public Comments