

# **Consent Agenda**

May 18, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present with Supervisor Wichman attending via telephone. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

**1. CONSENT AGENDA**

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

- A. May 11, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion made by Schultz, second by Shea, to approve and award Bid for Sheriff’s Office Expansion Project to DR Anderson Constructing. UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Wichman, to approve payment of \$198,237.58 to the City of Council Bluffs for costs related to the Southwest Iowa 100-Yard Shooting Range Addition to be taken from the Gaming fund. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve and authorize Chairman to sign services agreement with Field Day Development. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve purchase of vehicle to replace inspector’s vehicle in Planning Department. UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 37-2021** to revise the County Five Year Program.

**Resolution No 37-2021**

**2021 County Five Year Program Resolution**

**WHEREAS**, Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan; and

**WHEREAS**, The Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2021), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050;

**NOW THEREFORE BE IT RESOLVED:**

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
LFM-C078(1)--7X-78 Emergency Watershed Repairs 48407	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 1, 8, 10, and 13.	15 0.000 miles	389 Miscellaneous Local	\$500,000
LFM-C078(3)--7X-78 Emergency Watershed Repairs 48408	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 3,4,7, and 11.	10 0.000 miles	389 Miscellaneous Local	\$300,000
L-C078(4)--73-78 Emergency Watershed Repairs 48409	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019	10 0.000 miles	389 Miscellaneous Local	\$400,000

	flood event. The projects are bank stabilization projects at bridge locations. NRCS project numbers 5 and 17.			
LFM-C078(2)--7X-78 Emergency Watershed Repairs 48410	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 2,9,15, and 16.	40 0.000 miles	389 Miscellaneous Local	\$500,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
L-(BE02)--73-78 Belknap 2 Bridge Replacement 36157	On IDLEWOOD RD, Over SLOCUM CREEK, S3 T75 R40 SD, 100'	10 0.000 miles 285680	320 Bridges Local	added 200,000 Local dollars to 2021 removed 200,000 Local dollars from 2024	\$200,000
L-YO-1--73-78 York 1 Bridge Replacement 5353	On ROSEWOOD RD, Over MIDDLE SILVER CREEK, S1 T76 R41 Replace steel truss	25 0.000 miles 288230	320 Bridges Local	added 145,000 Local dollars to 2021 removed 145,000 Local dollars from 2025	\$145,000
STBG-SWAP-C078()-FG- 78 L66 HMA Resurfacing 36205	On L66, from the Highway 6 Intersection North 6.5 Miles to the South Intersection of G30 Project letting delayed from FY21 into FY22.	260 6.493 miles	366 HMA Paving SWAP	Project Location updated removed 4,800,000 FM dollars from 2021 added 4,800,000 FM dollars to 2022 removed 1,200,000 SWAP dollars from 2021 added 1,250,000 SWAP dollars to 2022	\$6,050,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$1,230,000	\$3,275,000	\$2,045,000
Farm-to-Market	\$4,800,000	\$0	\$-4,800,000
Special	\$0	\$0	\$0
SWAP	\$1,700,000	\$500,000	\$-1,200,000
Federal Aid	\$0	\$0	\$0
Totals	\$7,730,000	\$3,775,000	\$-3,955,000

Dated this 18<sup>th</sup> day of May, 2020.

**ROLL CALL VOTE**

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

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

RECOMMENDED: \_\_\_\_\_  
John Rasmussen, County Engineer

**ROLL CALL VOTE: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried**

Motion made by Schultz, second by Grobe, to approve and authorize Chairman to sign Iowa DOT budget revision. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to rescind Resolution No. 96-2020 which was passed and approved November 5<sup>th</sup> 2020.

**ROLL CALL VOTE: AYES: Belt, Wichman, Grobe, Schultz, Shea. Motion Carried**

**3. OTHER BUSINESS**

Discussion was held with Human Resources Director Jana Lemrick about holding a Department Head/Elected Official retreat. Discussion only. No action taken.

Motion made by Wichman, second by Schultz, to approve and authorize Chairman to sign Engagement Letter with Ahlers & Cooney, P.C. UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to approve/disallow the following applications made to the Assessor's Office: Homestead (113 recommended allowed, 0 recommended disallowed), Military (17 recommended allowed, 2 recommended disallowed), Disabled Veteran Homestead (6 recommended allowed, 0 recommended disallowed), Business Property Tax Credit (9 recommended allowed, 1 recommended disallowed), Family Farm (8 recommended allowed, 0 recommended disallowed).

UNANIMOUS VOTE. Motion Carried.

#### 4. RECEIVED/FILED

##### A. Salary Actions

- 1) Conservation – Employment of Kaley Hubbard as NAM Seasonal.
- 2) Veterans Affairs – Payroll Status Change for Jess Boese
- 3) Sheriff – Payroll Status Change for Travis Kephart, Jeremy Warren
- 4) Juvenile Detention – Payroll Status Change for Kasie Callinan
- 5) IT – Payroll Status Change for Todd Butterbaugh

#### 5. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:02 A.M.

---

Scott A. Belt, Chairman

ATTEST:

---

Melvyn Houser, Pottawattamie County Auditor

APPROVED: May 25, 2021

PUBLISH: X

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Kum & Go # 0023  
Physical Location Address 29356 298th Street City Neola ZIP 51559  
Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309  
Business Phone Number 515-457-6249

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Kum & Go LC  
Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309  
Phone Number (515) 457-6000 Fax Number \_\_\_\_\_ Email Licenses@Kumandgo.com

**Retail Information:**

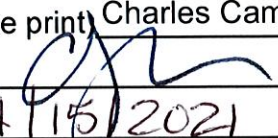
Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

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

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

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

Name (please print) Charles Campbell Name (please print) \_\_\_\_\_  
Signature  Signature \_\_\_\_\_  
Date 4/15/2021 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #3204

Physical Location Address 33280 335TH ST City MINDEN ZIP 51553

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 7124832001

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

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

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

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

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

Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARY

Name (please print) \_\_\_\_\_

Signature Julia L. Jackowski

Signature \_\_\_\_\_

Date 4/20/2021

Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

Fill in the amount paid for the permit: \$50.

Fill in the date the permit was approved by the council or board: \_\_\_\_\_

Fill in the permit number issued by the city/county: \_\_\_\_\_

Fill in the name of the city or county issuing the permit: Pottawattamie County

• New  Renewal

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

Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)

Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

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

Physical Location Address 19900 VIRGINIA HILLS RD City COUNCIL BLUFFS ZIP 51503

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 7123665836

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

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

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

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

Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

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

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

Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARY

Name (please print) \_\_\_\_\_

Signature Julia L. Jackowski

Signature \_\_\_\_\_

Date 4/20/2021

Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

Fill in the amount paid for the permit: \$50.00

Fill in the date the permit was approved by the council or board: \_\_\_\_\_

Fill in the permit number issued by the city/county: \_\_\_\_\_

Fill in the name of the city or county issuing the permit: Pottawattamie County

• New  Renewal

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

Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)

Fax: 515-281-7375

# **Scheduled Sessions**



## **Matt Wilber/County Attorney**

- 1. Public Hearing on disposal of county-owned property under Iowa Code Section 331.361, legally described as: Lot 7 in Block 5 of Babbitt Place in Council Bluffs, Pottawattamie County, Iowa.**
- 2. Discussion and decision to approve and authorize Board to sign Resolution No. 36-2021, for disposal of said real property.**

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

7543 30 106 023

--- Permanent Property Address ---  
POTTAWATTAMIE COUNTY

----- Mailing Address -----  
POTTAWATTAMIE COUNTY

=====  
District: 000 CO BLUFFS CITY/CO BLUFFS

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754330106023>

=====  
TAX DESCRIPTION\*

\* Not to be used on legal documents

BABBITT PLACE LT 7 BLK 5

=====  
ASSESSED VALUE

\* Class is for Assessment purposes only - Not Zoning

land	dwelling	land	building	total	ag acres	year	class*
\$0	\$0		\$0	\$0		2020	R
\$0	\$0		\$0	\$0		2021	R

=====  
EXEMPTIONS/PROGRAMS

\* Credit information is no longer available online

2020 CGOV                                    \$165.00 COUNTY GOVERNMENT  
2021 CGOV                                    \$800.00 COUNTY GOVERNMENT

=====  
OWNERS

\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D POTTAWATTAMIE COUNTY                    book/page: 94/31190 D

=====  
SALES HISTORY

Sale Date	Amount	Code	Book/Page
03/07/1994	102	<a href="#">D006</a>	0094/31190

=====  
ASSESSMENT DATA

PDF: 28    MAP: 6

Date Reviewed: 10/26/20 KK

LAND.....7405 sqFt            .17 acres

[Zoom Out](#)   [Zoom In](#)



600ft x 600ft

Click any parcel to go to its web page  
See [more maps](#) at the [County GIS Department](#).

As of:

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

**RESOLUTION NO. 36-2021**

**A RESOLUTION AUTHORIZING DISPOSAL OF AN INTEREST IN COUNTY-OWNED PROPERTY AS PROVIDED UNDER IOWA CODE SECTION 331.361**

**WHEREAS**, the Board of Supervisors has provided legal notice of and set a public hearing for the disposal of an interest in county-owned property described below; and

**WHEREAS**, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of certain county-owned property and to allow the property to be transferred; and

**WHEREAS**, on March 7, 1994, Pottawattamie County, Iowa acquired the property on tax sale; and

**WHEREAS**, John Liston has expressed interest in obtaining title and ownership of said property from Pottawattamie County, Iowa, for expansion of his personal residential property; and

**WHEREAS**, the assessed value of said property in 2020 was found to be \$165 and John Liston is willing to purchase said property for that sum.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa’s interest in the property legally described as follows:

Lot 7 in Block 5 of Babbitt Place in Council Bluffs, Pottawattamie County, Iowa.

**BE IT FURTHER RESOLVED** that the County Auditor be and is hereby authorized, empowered and directed to cause a Quit Claim Deed to be prepared, duly executed, and recorded along with this Resolution and the Proof of Publication of the “Notice of Public Hearing”.

**Dated this 25th day of May, 2021.**

**ROLL CALL VOTE**

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

ATTEST: 

---

Melvyn J. Houser, County Auditor

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

**Discussion and/or decision:**

**to approve Change Order #1 – 7 Day Time  
Extension Due to Delay in Contract Signing.**



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Pottawattamie County Courthouse Addition 227 South 6th Street, Council Bluffs, Iowa	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: May 04, 2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: May 18, 2021
<b>OWNER:</b> <i>(Name and address)</i> Pottawattamie County Board of Supervisors 227 South 6th Street Council Bluffs, Iowa 51501	<b>ARCHITECT:</b> <i>(Name and address)</i> HGM Associates Inc.  640 5th Avenue Council Bluffs, Iowa 51501	<b>CONTRACTOR:</b> <i>(Name and address)</i> Meco-Henne Contracting, Inc.  4140 South 87th Street Omaha, Nebraska 68127

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

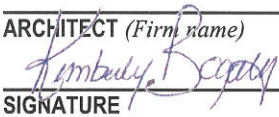

#### This Change Order for time extension only.

The original Contract Sum was	\$	5,525,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	5,525,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	5,525,000.00

The Contract Time will be increased by Seven (7 Calendar) days.  
The new date of Substantial Completion will be October 13, 2022.

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

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

HGM Associates Inc.	Meco-Henne Contracting, Inc.	Pottawattamie County Board of Supervisors
_____ <b>ARCHITECT</b> <i>(Firm name)</i>	_____ <b>CONTRACTOR</b> <i>(Firm name)</i>	_____ <b>OWNER</b> <i>(Firm name)</i>
 _____ <b>SIGNATURE</b>	 _____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
Kimberly A. Bogatz AIA, LEED AP BD+C _____ <b>PRINTED NAME AND TITLE</b>	Jon Henne, Vice-President _____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>
May 18, 2021 _____ <b>DATE</b>	May 18, 2021 _____ <b>DATE</b>	_____ <b>DATE</b>

**Matt Wyant, Planning Director and/or Tracy  
Nosekabel, Environmental Health Coordinator**

**Discussion and/or decision:**

**to increase the Percolation Test Fee from \$325 to  
\$450 and to sign Resolution No. 38-2021 to amend  
County Code Chapter 1.5, Schedule of Fees.**

**RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Schedule Of Fees  
Resolution No.38-2021



CHAPTER 1.50  
SCHEDULE OF FEES

- 1.50.010 PURPOSE: The purpose of this chapter is to set forth those fees and charges authorized to be charged by the County pursuant to specific authorization of the Board of Supervisors, as evidenced herein, or as authorized in other chapters of this Code. The provisions of this Chapter shall constitute authorization for the County Official designated by the respective Titles and/or Chapters within the Titles, to charge and collect the fees and charges set forth herein. If a fee or charge is authorized to be made or charged, such fee or charge is nonetheless authorized to be made or charged, the same as if it were set forth herein. (*Ordinance #2008-02/February 1, 2008*)
- 1.50.020 FEES SET BY RESOLUTION: Any fees not specifically set forth in this Chapter shall be set and amended by resolution by the Board of Supervisors. The schedule of fees shall be maintained and shall be available for inspection in the Office of Planning and Development. (*Ordinance #2008-02/February 1, 2008*)
- 1.50.030 INVESTIGATION FOR WORK WITHOUT A PERMIT: Whenever any work for which a permit is required by the Pottawattamie County, Iowa, Code, has commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. (*Ordinance #2008-02/February 1, 2008*)
- 1.50.040 INVESTIGATION FEE FOR WORK WITHOUT A PERMIT: An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be double the amount of the permit fee required by the Pottawattamie County, Iowa, Code or as set by resolution by the Board of Supervisors. In the event more than one permit is required prior to commencing said work, the investigation fee shall double the amount of all permit fees required. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Pottawattamie County, Iowa, Code, nor from any penalty prescribed by law. (*Ordinance #2008-02/February 1, 2008*)
- 1.50.050 SITE EVALUATION FEE: In the event a site evaluation is required by the Pottawattamie County, Iowa, Code, in various chapters, a site evaluation fee shall be charged. The site evaluation fee shall be seventy-five (75) percent of the permit requiring the site evaluation. In the event a site evaluation involves multiple permits, the site evaluation fee shall be fifty (50) percent of the accumulatively total of all permits required. (*Ordinance #2008-02/February 1, 2008*)
- 1.50.060 FEE REFUND: Fees shall not be entitled to be refunded. (*Ordinance #2009-05/June 5, 2009*)

**RESOLUTION NO. 38-2021  
A RESOLUTION TO ESTABLISH A SCHEDULE OF FEES.**

**WHEREAS,** Pottawattamie County, Iowa, has established the need for fees to cover the cost of administering various provisions of the Pottawattamie County, Iowa, Code; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA,** that the Board of Supervisors of Pottawattamie County, Iowa, that the following Schedule of Fees be and the same is hereby amended and said amendments adopted.

<b>County Code Chapter 3.50-Animal Control Description of License, Fee or Permit</b>	<b>Charges</b>
Any animal	\$ 8.00
Unspayed female or unneutered male	\$ 22.00

<b>County Code Chapter 3.55-Sexually Oriented Businesses Description of License, Fee or Permit</b>	<b>Charges</b>
Sexually Oriented Business License-Initial License	\$ 100.00
Sexually Oriented Business License-Annual Renewal	\$ 50.00
Sexually Oriented Business Employees License-Initial License	\$ 50.00
Sexually Oriented Business Employees License-Annual Renewal	\$ 25.00

<b>County Code Chapter 5.50-Onsite Wastewater Treatment and Disposal Systems Description of License, Fee or Permit</b>	<b>Charges</b>
Percolation Test	\$450.00
Septic Permit & 1st Septic Inspection Fee	\$ 120.00
Septic Permit Tank Only Permit and Inspection Fee	\$ 60.00
Septic Inspection Fee 2nd & subsequent (Per Visit)	\$ 60.00
Septic Variance	\$ 120.00
Septic Installer's Commercial License	\$ 60.00
Septic Pre-Installation Site Inspection	\$ 60.00
Late Inspection Fee Per Hour (Inspections after 4:30 P.M. time calculated at job site plus drive time from job site to Courthouse)	\$ 75.00
Site Evaluation Fee (% of Permit Fee) *50% of septic permit fee if multiple permits applied for at the same time	75%*
Time of Transfer Waiver Agreement	\$150.00

<b>County Code Chapter 5.60-Private Water Well Description of License, Fee or Permit</b>	<b>Charges</b>
Well Permit	\$ 120.00
Well Pre-Installation Site Inspection	\$ 60.00
Well Variance	\$ 120.00
Site Evaluation Fee (% of Permit Fee) *50% of the well permit fee if multiple permits are applied for at the same time	75%*
Late Inspection Fee Per Hour (Inspections after 4:30 P.M. time calculated at job site plus drive time from job site to Courthouse)	\$ 75.00

<b>County Code Chapter 5.05-Local Siting Description of License, Fee or Permit</b>	<b>Charges</b>
Local Siting approval for projects outlined in Chapter 5.05	\$5000.00
Amendment to Local Siting approval for projects in Chapter 5.05	\$2500.00

<b>County Code Chapter 5.30-Floodplain Development Description of License, Fee or Permit</b>	<b>Charges</b>
Floodplain Development Permit	\$ 120.00
Site Evaluation Fee (% of Permit Fee) *50% of Floodplain Development permit fee if multiple permits applied for at the same time	75%*
Floodplain Development Variance	\$ 120.00

<b>County Code Chapter 7.30-Rural Addressing Description of License, Fee or Permit</b>	<b>Charges</b>
Cost to change the name of a roadway	Actual Cost

<b>County Code Title 8-Zoning Ordinance Description of License, Fee or Permit</b>	<b>Charges</b>
Zoning Text Amendment	\$ 450.00
Zoning Map Amendment – Any District**	\$ 400.00
Development Plan Review Class R-5, R-6 and I-3 Districts/Per Plan Submittal	\$ 300.00
Conditional Use Permit**	\$ 260.00
Zoning Variance-Appeal of Administrative Decision**	\$ 140.00
Zoning Permit for signs, home occupations and other issues not required to secure building permits	\$ 70.00
Site Evaluation Fee (% of Permit Fee) *50% of the zoning permit fee if multiple permits are applied for at the same time	75%*
Late Inspection Fee Per Hour (Inspections after 4:30 P.M. time calculated at job site plus drive	\$ 75.00

time from job site to Courthouse)	
<b>County Code Title 9-Subdivision Ordinance Description of License, Fee or Permit</b>	<b>Charges</b>
Preliminary Plat-Minor Subdivision	\$ 165.00
Preliminary Plat Major Subdivision	\$ 275.00 + \$5/lot
Final Plat - Minor Subdivision	\$ 165.00
Final Plat - Major Subdivision	\$ 275.00 + \$5/lot
Subdivision Variance or Appeal/Per Issue	\$ 120.00
Final Construction Plan Review	\$ 200.00
Stop sign per public road intersection	\$ 100.00
Intersection sign per public road intersection	\$ 210.00
Sketch Plat Application per parcel (\$150 minimum)	\$ 75.00
Sketch Plat Application for a minor or major subdivision	\$ 200.00 1 <sup>st</sup> 4 lots + \$5.00/lot >4

### County Code Title 10-Building Codes

#### BUILDING PERMIT FEE

(Table 3-A of the 1997 UBC Administrative)

TOTAL VALUATION	FEE
\$1 to \$500	\$ 23.50
\$501 to 2,000	\$ 23.50 for the first \$ 500.00 plus \$ 3.05 for each additional \$ 100.00, or fraction thereof, to and including \$ 2,000.00
\$2,001 to \$25,000	\$ 69.25 for the first \$ 2,000.00 plus \$ 14.00 for each additional \$ 1,000.00, or fraction thereof, to and including \$ 25,000.00
\$25,001 to \$50,000	\$ 391.75 for the first \$ 25,000.00 plus \$ 10.10 for each additional \$ 1,000.00, or fraction thereof, to and including \$ 50,000.00
\$50,001 to \$100,000	\$ 643.75 for the first \$ 50,000.00 plus \$ 7.00 for each additional \$ 1,000.00, or fraction thereof, to and including \$ 100,000.00
\$100,001 to \$500,000	\$ 993.75 for the first \$ 100,000.00 plus \$ 5.60 for each additional \$ 1,000.00, or fraction thereof, to and including \$ 500,000.00
\$500,001 to \$1,000,000	\$ 3,233.75 for the first \$ 500,000.00 plus \$ 4.75 for each additional \$ 1,000.00, or fraction thereof, to and including \$ 1,000,000.00
\$1,000,001 and up	\$ 5,608.75 for the first \$ 1,000,000.00 plus \$ 3.15 for each additional \$ 1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge-two hours) \$75.00 per hr*	
2. Reinspection fees assessed under provisions of Building Official \$75.00 per hr*	
3. Inspections for which no fee is specifically indicated (minimum charge-1/2 hour) \$75.00 per hr*	
4. Additional plan review required by changes, additions or revisions to plans. (Minimum charge is 1/2 hour) \$75.00 per hr*	
5. For use of outside consultants for plan checking and inspections, or both...Actual costs**	

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\*Actual costs include administrative and overhead costs.

Construction valuations shall include total value of work including materials and labor for which the permit is being issued such as electrical, gas, mechanical, plumbing equipment and permanent systems. The determination of value or valuation for new construction per square foot under any of the provisions of the adopted Codes shall be as currently published in the International Code Council "Building Safety" Journal. For residential one and two family, the square foot construction cost shall be 76% of the table valuation, effective September 1, 2007. Annually, in June, the Board of Supervisors may review the this percentage to determine if the fees collected are adequate to cover expenses incurred in the operation of the Building and Safety Division. If, in the opinion of the Building Official, the valuation is underestimated on the application for remodeling, the Building Official shall require the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

<i>BUILDING VALUATION OF:</i>	<i>PER SQUARE FOOT</i>
Dwelling – Habitable Living Area	\$ 71.50
Dwelling – Remodel/Finish Existing Area into Habitable Living Area	\$ 36.50
Dwelling – Pre-Manufactured Home – Habitable Living Area	\$ 35.75
Basement – Finished Habitable Living Area	\$ 36.50
Basement – Unfinished Non-Habitable Area	\$ 18.25
Basement – Finish Existing Unfinished Area into Habitable Living Area	\$ 28.50
Garage – Attached or Detached Area	\$ 28.00
Storage Shed/Pole Barn Area (Post & Truss Design)	\$ 10.75
Carport – Attached or Detached Area	\$ 12.50
Porch – Enclosed Habitable Area	\$ 29.50
Porch – With Roof Area	\$ 14.75
Porch – Deck Only Area	\$ 8.25

<i>BUILDING VALUATION OF:</i>	<i>PER SQUARE FOOT</i>
Block or CMU fence over six (6) feet in height	\$ 8.25
Retaining walls over four (4) feet in height	\$ 8.25
<i>TYPES OF PERMITS:</i>	<i>FLAT FEE</i>
Reshingle-Existing Structure	\$100.00
Windows and Door Replacement*	\$100.00
Combination of 2: Reshingle or Windows & Doors*	\$ 75.00
Demolition of Principal Structure, per structure (Issued in conjunction with other permit on the same property there is No Charge)	\$ 75.00
Demolition of Accessory Structure, per structure (Issued in conjunction with other permit on the same property there is No Charge)	\$75.00
Interior Commercial Alteration before Remodeling	\$150.00
Residential Tornado Shelter	\$ 56.25

- Window replacement: size for size or smaller installation of new windows in an existing structure for every permitted project.

**ELECTRICAL PERMIT FEES**  
(Table 3-B of the 1997 UBC Administrative)

Permit Issuance

1.	For the issuance of each electrical permit	\$23.50
2.	For the issuing of each supplemental permit for which the original permit has not expired, been canceled, or finale	\$7.25

System Fee Schedule (Note: The following do not include permit-issuing fee.)

1.	New Residential Buildings The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.	
	Multifamily: For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports and accessory buildings, per square foot (0.09 m <sup>2</sup> )	\$0.050
	Single and Two family: For new single- and two-family residential buildings constructed at the same time and not including the area of garages, carports and accessory buildings, per square foot (0.09 m <sup>2</sup> )	\$0.056
2.	Private Swimming Pools For new private, in ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool	\$49.50
3.	Carnivals and Circuses	

	Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.	
	For electrical generators and electrically driven rides, each	\$23.50
	For mechanically driven rides and walk-through attractions or displays having electric lighting, each	\$7.25
	For a system of area and booth lighting, each	\$7.25
	For permanently installed rides, booths, displays and attractions, use the Unit Fee Schedule.	
4.	Temporary Power Service	
	For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances each	\$23.50
	For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sale lots, fireworks stand, etc. each	\$12.30

Unit Fee Schedule *(Note: The following do not include permit-issuing fee.)*

1.	Receptacle, Switch and Light Outlets For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters:	
	First 20 fixtures, each	\$1.10
	Additional fixtures, each <i>(Note: For multi-outlet assemblies, each 5 feet (1524 mm) or fraction thereof may be considered as one outlet.)</i>	\$0.73
2.	Lighting Fixtures For lighting fixtures, sockets or other lamp-holding devices:	
	First 20 fixtures, each	\$1.10
	Additional fixtures, each	\$0.73
	For pole or platform-mounted lighting fixtures, each	\$1.10
	For theatrical-type lighting fixtures or assemblies, each	\$1.10
3.	Residential Appliances For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room; console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machine; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (746 W) in rating, each <i>(Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power apparatus.)</i>	\$4.75
4.	Nonresidential Appliances For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each <i>(Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power apparatus.)</i>	\$4.75
5.	Power Apparatus For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:	
	Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA) or kilovolt-amperes-reactive (kVAR):	
	Up to and including 1, each	\$4.75
	Over 1 and not over 10, each	\$12.30
	Over 10 and not over 50, each	\$24.60
	Over 50 and not over 100, each	\$49.50
	Over 100, each	\$74.50
	Notes: 1. For equipment or appliances having more than one motor, transformer, heater, etc. the sum of the combined ratings may be used. 2. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	
6.	Busways For trolley and plug-in-type busways, each 100 feet (30 480 mm) or fraction thereof <i>(Note:</i>	\$7.25

	<i>An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. A fee is not required for portable tools.)</i>	
7.	Signs, Outline Lighting and Marquees For signs, outline lighting systems or marquees supplied from one branch circuit, each	\$24.60
	For additional branch circuits within the same sign, outline lighting system or marquee, each	\$4.75
8.	Services For services of 600 volts or less and not over 200 amperes in rating, each	\$30.50
	For services of 600 volts or less and over 200 amperes to 1,000 amperes, each	\$62.15
	For services over 600 volts or over 1,000 amperes in rating, each	\$124.30
9.	Miscellaneous Apparatus, Conduits and Conductors For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth <i>(Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.)</i>	\$18.20

#### Other Inspections and Fees

1.	Inspections outside of normal business hours, per hour (minimum charge-two hours)	\$75.00*
2.	Reinspection fees assessed under provisions of Section 10.01.700.08 per inspection	\$75.00*
3.	Inspections for which no fee is specifically indicated, per hour (minimum charge-one half hour)	\$75.00*
4.	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge-one half hour)	\$75.00*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

### MECHANICAL PERMT FEES (Table 3-C of the 1997 UBC Administrative)

#### Permit Issuance and Heaters

1.	For the issuance of each mechanical permit	\$23.50
2.	For issuing each supplemental permit for which the original permit has not expired, been canceled or finale	\$7.25

#### Unit Fee Schedule (Note: The following do not include permit-issuing fee.)

1.	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliances, up to and including 100,000 Btu/h (29.3)	\$14.80
	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3)	\$18.20
	For the installation or relocation of each floor furnace, including vent	\$14.80
	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
2.	Appliance Vents	
	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25
3.	Repairs or Additions	
	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
4.	Boilers, Compressors and Absorption Systems	
	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.15
	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h	\$37.25

	(146.6 kW) to and including 1,000,000 Btu/h (293.1 kW).	
	For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW).	\$55.45
	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$92.65
5.	Air Handlers	
	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto <i>(Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.)</i>	\$10.65
	For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
6.	Evaporative Coolers	
	For each evaporative cooler other than portable type	\$10.65
7.	Ventilation and Exhaust	
	For each ventilation fan connected to a single duct	\$7.25
	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8.	Incinerators	
	For the installation or relocation of each domestic-type incinerator	\$18.20
	For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9.	Miscellaneous	
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which their fee is listed in the table	\$10.65

#### Other Inspections and Fees

1.	Inspections outside of normal business hours, per hour (minimum charge-two hours)	\$75.00*
2.	Reinspection fees assessed under provisions of Section 10.01.700.08 per inspection	\$75.00*
3.	Inspections for which no fee is specifically indicated, per hour (minimum charge-one half hour)	\$75.00*
4.	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge-one half hour)	\$75.00*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

### PLUMBING PERMIT FEES (Table 3-D of the 1997 UBC Administrative)

#### Permit Issuance

1.	For the issuance of each plumbing permit	\$23.50
2.	For issuing each supplemental permit for which the original permit has not expired, been canceled or finale	\$7.25

#### Unit Fee Schedule (Note: The following do not include permit-issuing fee.)

1.	Fixtures and Vents	
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	\$9.80
	For repair of alteration of drainage or vent piping, each fixture	\$4.75
2.	Sewers, Disposal Systems and Interceptors	
	For each building sewer and each trailer park sewer	\$24.65
	For each private sewage disposal system (See Title 5 fees above)	
	For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$19.90
	Rainwater Systems-per drain (inside building)	\$9.80
3.	Wells	
	For each private water well (See Title 5 fees above)	

4.	Water Piping and Water Heaters	
	For installation, alteration, or repair of water piping or water-treating equipment, or both, each	\$4.75
	For each water heater including vent	\$12.30
	For vents only, see Table 3-C	
5.	Gas Piping Systems	
	For each gas piping system of one to five outlets	\$6.15
	For each additional outlet over five, each	\$1.10
6.	Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices	
	For each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$14.80
	For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:	
	1 to 5 devices	\$12.30
	Over 5 devices, each	\$2.25
	For each backflow-protection device other than atmospheric-type vacuum breakers:	
	2 inches (50.8 mm) and smaller	\$12.30
	Over 2 inches (50.8 mm)	\$24.65
7.	Swimming Pools	
	For each swimming pool or spa:	
	Public pool	\$91.25
	Public spa	\$60.75
	Private pool, over 5,000 gallons in ground or above ground. 1 square foot = 7.48 gallons	\$60.75
	Private spa	\$30.25
8.	Miscellaneous	
	For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this code	\$9.80

Other Inspections and Fees

1.	Inspections outside of normal business hours, per hour (minimum charge-two hours)	\$75.00*
2.	Reinspection fees assessed under provisions of Section 10.01.700.08 per inspection	\$75.00*
3.	Inspections for which no fee is specifically indicated, per hour (minimum charge-one half hour)	\$75.00*
4.	Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge-one half hour)	\$75.00*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

PROPERTY MAINTENANCE CODE

1.	Inspections of property to determine abatement work to be completed and post abatement inspection of cleanup work, per hour (minimum charge-two hours)	\$75.00*
----	--	----------

GRADING PERMIT FEES

Permit Issuance

1.	For the issuance of each grading permit	\$23.50
----	---	---------

Unit Fee Schedule (Note: The following do not include permit-issuing fee.)

		PER CUBIC YARD:
1.	Excavation and Fill-all Relocated On-site	.02
2.	Fill Brought in from Off-site	.06
3.	Excavation Removed from On-site	.06

ALL-TERRAIN AND OFF-ROAD VEHICLE LICENSES

County Code Chapter 12-All-Terrain and Off-Road Vehicle Licensing	Charges
For each All-Terrain and/or Off-Road Vehicle License	\$ 50.00

PASSED AND APPROVED May 25, 2021.



	ROLL	CALL	VOTE	
	AYE	NAY	ABSTAIN	ABSENT

\_\_\_\_\_  
Scott Belt, Chairman

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

\_\_\_\_\_  
Justin Schultz

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

\_\_\_\_\_  
Tim Wichman

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

\_\_\_\_\_  
Lynn Grobe

<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"/>
--------------------------	--------------------------	--------------------------	--------------------------

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa

**Don Gross and/or Ryan Ossell, MAPA**

**Discussion and/or decision:**

**approve and authorize Board to sign Resolution No. 39-2021 approving the selection of a firm for asbestos survey and abatement removal inspection services.**

Bidder/Contractor: Terracon Consultants, Inc.

Address: 15080 A Circle

County, State, and Zip Code: Douglas County, Nebraska, 68144

THIS AGREEMENT, entered into this 20<sup>th</sup> day of May, 2021, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and Terracon Consultants, Inc., (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on May 20<sup>th</sup>, 2021.

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

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Donald Gross, and submitted no later than 4:30 P.M. on May 19<sup>th</sup>, 2021. Faxes or emails may be sent to: 402-951-6517 or [dgross@mapacog.org](mailto:dgross@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than May 25<sup>th</sup>, 2021. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

- 5. Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

- 6. Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

- 7. Non-adherence** to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is EMSL Analytical, Inc. and its (their) accreditation is from NVLAP (#101048-0) (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:

- Satisfactory experience in the timely completion of asbestos surveys;
- Company's reputation and financial status;
- Past experience and service provided by the bidder to the County;
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
- Company's ability to meet the County's insurance and bonding requirements;
- Strength of bidder's hiring and training programs;
- Company's ability to immediately fully staff the project with certified, licensed staff; and
- Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than May 25<sup>th</sup>, 2021.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.


- The Chairperson signs this contract.
  - The County issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
- 11.** If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  - 12.** The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  - 13.** Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  - 14.** The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  - 15.** Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  - 16.** The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  - 17.** During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  - 18.** This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  - 19.** The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  - 20.** The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,00.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: Terracon Consultants, Inc.

By:  04/30/2021  
Phillip Thomas, Group Manager Date

Attest:  04/30/2021  
Steve Hudson, Department Manager II Date

Approved and Accepted by Pottawattamie County:

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

Attest: \_\_\_\_\_



Exhibit C – Bid Tabulation

Name of Business: Terracon Consultants, Inc.

Business Classification (check all that apply):  Individual  Partnership  Corporation

Business Address: 15080 A Circle, Omaha, Nebraska 68144


Contact Name: Phillip Thomas

Telephone: 402-330-2202

Email: phillip.thomas@terracon.com

FID/SSN: 24-1249917

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	\$515.00	@ 8	\$4,120.00
Phase II – Asbestos Abatement Monitoring	\$150.00	@ 4	\$600.00
Total Phase I and Phase II Bid Price			\$4,720.00

  
\_\_\_\_\_

Signature

04/30/2021

Date

Phillip Thomas  
\_\_\_\_\_

Phillip Thomas, Group Manager



May 20, 2021

Pottawattamie County  
MAPA  
2222 Cumming Street  
Omaha, NE 68102

Attn: Donald Gross, Community & Economic Development Manager  
P: 402.444.6866 ext. 3230  
E: [dgross@mapacog.org](mailto:dgross@mapacog.org)

Re: **RFP for Asbestos Pre-Demolition Survey Services**  
Pottawattamie County  
Eight Properties  
Pottawattamie County, Iowa  
Terracon Proposal No. P05217357

## QUALIFICATIONS

### Business Organization

Terracon has been in business since 1965 and its professional staff has extensive experience in the field of environmental consulting, working with local and national contractors, businesses, school districts, homeowners, insurance companies, and local and federal governments. Terracon provides consulting services for asbestos, lead-based paint, indoor air quality, industrial hygiene, environmental management, and training.

#### Terracon Consultants, Inc.

Corporate Office	Omaha Office
10841 South Ridgeview Road	15080 A Circle
Olathe, KS 66061	Omaha, NE 68144
(800) 593-7777	(402) 330-2202

Terracon's experience includes site inspections, hazard assessments, project design, monitoring of abatement contractor activity, and training. Our professionals are highly experienced in conducting building surveys, inspections, and assessments as well as designing technical removal and demolition specifications.

Terracon employs EMSL Analytical, Inc., 200 Route 120 North, Cinnaminson, NJ (NVLAP 101048-0) for bulk polarized light microscopy (PLM) analysis.

Moreover, Terracon has extensive experience in conducting asbestos pre-demolition surveys. Terracon has five local State of Iowa Certified Asbestos Inspectors on staff available for this project that have over 75 years of combined experience.

Terracon Consultants, Inc. 15080 A Circle Omaha, NE 68144  
P [402] 330 2202 F [402] 330 7606 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

Terracon has a working philosophy to work closely and communicate with the Client to ensure understanding and predictability of project goals. This philosophy is carried out by every employee on a daily basis, as projects and their circumstances can predictably change. Terracon effectively communicates with our Clients through email communication and via the telephone, at any given time during the project.

Terracon has a safety committee, a company safety plan and trains new employees prior to them conducting any field work. Terracon employees are required to wear personal protection equipment (PPE) as each project site dictates. In addition, Terracon has implemented an incident and injury free workplace. Our safety policy statement is as follows:

## Incident and Injury-Free™ (IIF)™

*Terracon will create and sustain an Incident and Injury-Free (IIF) workplace based on care and concern for people. It is an uncompromising commitment at all levels of the company to ensure everyone goes home safely to his or her family each and every day. At Terracon, safety is held as a core value, as well as an operational priority. At Terracon, working safely is an inseparable part of "doing things right," just as much as other commitments such as quality, profitability, and schedule.*

*Terracon will visibly demonstrate to employees that we value them for who they are and what they do, by dedicating the time, resources, and equipment necessary to achieve Incident and Injury Free.*

Additionally, Terracon's experience modification rate (EMR) for 2019/2020 was 0.66 and for 2020/2021 is 0.72.

## PAST PERFORMANCE / REFERENCES

A brief list of clients to whom Terracon has provided asbestos inspection and pre-demolition survey services includes the following:

### REFERENCES

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Residential and Commercial**

City of Council Bluffs  
Steve Carmichael  
209 Pearl Street  
Council Bluffs, IA 51503  
712-328-4625  
[scarmichael@councilbluffs-ia.gov](mailto:scarmichael@councilbluffs-ia.gov)

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Residential and Commercial**

City of Sioux City  
Darrel Bullock, CBO | Code Enforcement Manager  
City of Sioux City | Sioux City, IA 51102

405 6th St. P.O. Box 447  
712-224-5154  
[dbullock@sioux-city.org](mailto:dbullock@sioux-city.org)

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Pottawattamie County, IA Flooding 2011/2012**  
Pottawattamie County Office of Planning and Development  
Kay Mocha  
223 South 6<sup>th</sup> Street, Council Bluffs, IA 51501  
[kay.mocha@pottcounty.com](mailto:kay.mocha@pottcounty.com)

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Mills County, IA Flooding 2019**  
Southwest Iowa Planning Council  
Sandy Hansen, Housing Team Leader  
1501 SW 7<sup>th</sup> Street  
Atlantic, IA 50022  
712-243-4196 ext. 233  
[sandy.hansen@swipco.org](mailto:sandy.hansen@swipco.org)

*Terracon has completed all above projects on-time and within the project budgets.*

## PROJECT STAFF

Terracon inspectors available for this project will be:

Phillip Thomas – State of Iowa Inspector #21-5419  
James Koehler – State of Iowa Inspector #20-4943  
Tyler Price – State of Iowa Inspector #20-4658  
Allison Nichols – State of Iowa Inspector #20-4735  
Tony Tozser – State of Iowa Inspector #21-5574

We appreciate the opportunity to submit this proposal to Pottawattamie County/MAPA. Please contact us if you have questions regarding this proposal.

Sincerely,

**Terracon Consultants, Inc.**



Phillip Thomas, OHST, CHMM  
Environmental Group Manager

Distribution: Two hard copies



11117 Mockingbird Drive | Omaha, NE 68137 | [atcgroupservices.com](http://atcgroupservices.com) | [oneatlas.com](http://oneatlas.com)

May 19, 2021

Pam Kalstrup  
Pottawattamie County  
Courthouse Annex - 223 South 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

REGARDING: ASBESTOS SURVEY SERVICES 8 FLOOD-DAMAGED PROPERTIES

Dear Ms. Kalstrup:

ATC Group Services (ATC) is pleased to submit our proposal for the asbestos surveying associated with the acquisition of 8 flood damaged properties in northwest Pottawattamie County. ATC acknowledges receipt of no amendments or addendums.

ATC has extensive project experience with scopes that parallel this request. We have completed surveys for over 450 flood damaged residential structures throughout Iowa. Most notably and recently we conducted 130 asbestos inspections of flood-damaged homes for the City of Pacific Junction and over 37 flood-damaged homes for Mills County. We understand the federal funding mechanisms and the importance of meeting tight schedules while maintaining quality data to meet their program requirements.

We hope that after a review of our capabilities you will favorably consider ATC and our team for further evaluation. Our team is available at your convenience.

Sincerely,

ATC GROUP SERVICES LLC

A handwritten signature in blue ink that reads "Todd Brummer".

Todd Brummer  
Regional Manager  
T 319-233-0441  
M 402-319-0882  
E [todd.brummer@atcgs.com](mailto:todd.brummer@atcgs.com)

A handwritten signature in blue ink that reads "Tim Jacobsen".

Tim Jacobsen, MPH, CIH  
Senior Program Manager  
O 402-501-9202  
M 402-320-8396  
E [tim.jacobsen@atcgs.com](mailto:tim.jacobsen@atcgs.com)

Bidder/Contractor: ATC Group Services

Address: 11117 Mockingbird Drive, Omaha

County, State, and Zip Code: Douglas County, Nebraska 68137

THIS AGREEMENT, entered into this 20 day of May, 2021, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and ATC Group Services, (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on May 20<sup>th</sup>, 2021.

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

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Donald Gross, and submitted no later than 4:30 P.M. on May 19<sup>th</sup>, 2021. Faxes or emails may be sent to: 402-951-6517 or [dgross@mapacog.org](mailto:dgross@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than May 25<sup>th</sup>, 2021. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

7. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is EMSL Analytical Inc., 200 Route 130 North Cinnaminson, New Jersey 08077 and its (their) accreditation is from the National Voluntary



Laboratory Accreditation Program (NVLAP) Code 101048-0 (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
  - Satisfactory experience in the timely completion of asbestos surveys;
  - Company's reputation and financial status;
  - Past experience and service provided by the bidder to the County;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
  - Company's ability to meet the County's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs;
  - Company's ability to immediately fully staff the project with certified, licensed staff; and
  - Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than May 25<sup>th</sup>, 2021.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.
  - The Chairperson signs this contract.
  - The County issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
11. If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  12. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  13. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  14. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  16. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  19. The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.

20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,00.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: ATC Group Services

By:  5/19/2021  
Tim Jacobsen, Sr. Project Manager Date

Attest:  5/19/2021  
Debra Siepker, Office Administrator Date

Approved and Accepted by Pottawattamie County:

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

Attest: \_\_\_\_\_

## EXHIBIT A – Part 200 Contract Provisions

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

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

### Exhibit B – Property List

Address	Type
20970 River Road North, Crescent, Iowa	Single Family
20910 River Road North, Crescent, Iowa	Single Family
25834 Meadowlark Loop, Crescent, Iowa	Single Family
14482 Jet Lane, Crescent, Iowa	Single Family
26659 Meadowlark Loop, Crescent, Iowa	Single Family
26888 145th Street, Crescent, Iowa	Single Family
27233 145th Street, Crescent, Iowa	Single Family
27377 145th Street, Crescent, Iowa	Single Family

**Exhibit C – Bid Tabulation**

Name of Business: ATC Group Services

Business Classification (check all that apply):  Individual  Partnership  Corporation

Business Address: 11117 Mockingbird Drive, Omaha, Nebraska 68137

Contact Name: Tim Jacobsen

Telephone: 402-320-8396

Email: tim.jacobsen@atcgs.com

FID/SSN: 46-0399408

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	\$545.00	@ 8	\$4,360.00
Phase II – Asbestos Abatement Monitoring	\$175.00	@ 4	\$700.00
Total Phase I and Phase II Bid Price			\$5,060.00

  
 \_\_\_\_\_  
 Signature

5/19/2021  
 \_\_\_\_\_  
 Date

Tim Jacobsen, Sr. Project Manager

## **Exhibit D – Narrative**



## FIRM INTRODUCTION

ATC Group Services is a multi-disciplinary environmental, industrial hygiene, material testing and geotechnical engineering consulting firm providing a wide range of services to a broad client base from both the public and private sectors since 1982. ATC believes our extensive experience combined with the integrity, professionalism, and reliability of our employees makes us an ideal partner to this project.

We understand that the success of this initiative requires the services of the proper number of individuals with extensive compliance, regulatory and environmental experience, a knowledge of the issues relative to clients with multiple and varied facilities and operational requirements across a region and geographical proximity to Pottawattamie County.

Our size, approach, and 36+ years of experience, affords the County with the highest quality and customer service for the duration of the contract. The ATC team consists of 10 licensed and experienced asbestos professionals managing projects from three (3) Iowa and Nebraska established ATC locations – Des Moines, Waterloo and Omaha. This project will be managed from our Omaha, Nebraska office due to proximity to Pottawattamie County.

## STAFFING

Tim Jacobsen is the proposed Program Manager for the County. He has 20 years of experience providing hazardous material management and regulatory compliance and advisory services, with a focused expertise on large-scale renovation and demolition planning activities.

Tim is an ABIH Certified Industrial Hygienist (CIH), holds a Master degree in Public Health (MPH) and a BA in Environmental Studies. He is an AHERA and Iowa-licensed Asbestos Professional (Inspection and Project Designer); a Licensed Lead-Based Paint Inspector/Risk Assessor (IA), holds certification in OSHA 40-Hour HAZWOPER and PLM Bulk Asbestos Analyst and NIOSH 582 Microscopist.

Staff assigned to this project, in addition to Tim Jacobsen, will include the following Iowa-Licensed Inspectors: Jerod Frost, Johnny Thor, Tony Colby, and Jazhan Amill. Copies of the licenses are included as attachments. ATC's Iowa Contractor Registration (CAT) #C115526, expires 12-2-2021 and ATC will use EMSL Analytical, Inc. who is part of the National Voluntary Accreditation Program (NVLAP) Airborne Asbestos/Bulk Fiber Analysis #101048-0

## PROJECT TIMELINE & GOALS

- ▶ Our target survey goal is to inspect 4 properties per day with up to 8 properties being surveyed over two days. If access is limited, ATC will adjust the schedule as necessary.
- ▶ Samples will be submitted to the laboratory the day after sample collection. When the ATC Program Manager receives the analytical results, he will prepare a final report per house within 7 days from date on site, and in less time when no asbestos is detected in the samples.
- ▶ This approach should expedite and exceed the requested turnaround time of delivering the final report within 21 days from notice to proceed as outlined in the RFP.

Reporting – ATC will deliver all final reports in less than 21 day time period. Reports will include all required information outlined. If ATC survey results and final reports indicate any asbestos-containing material (ACM). Specifications will be provided along with representative photograph(s) of ACM.

Final Clearance – If ACM is noted in the final report, ATC will provide a post abatement verification inspection and final confirmation letter.

## EXPERIENCE – FLOODED PROPERTIES ASBESTOS SURVEYS

The Iowa communities have experienced significant flood events and ATC has collaborated with multiple federal reimbursement funding programs. In 2008, 2010 and 2019 properties located along the Cedar River and Missouri river were flooded due to historic flooding events that affected multiple Iowa communities. ATC conducted over 450 residential inspections for asbestos and post inspections to assure asbestos was identified and removed from the property prior to demolition. Below is a list of Iowa communities ATC was awarded and successfully completed hundreds of asbestos services.

City of Waterloo, Iowa	City of Evansdale, Iowa	City of Waverly, Iowa
City of Mason City, Iowa	City of Green, Iowa	City of New Hartford, Iowa
City of La Porte, Iowa	City of New Hartford, Iowa	City of Rockford, Iowa
City of Shell Rock, Iowa	City of Webster City, Iowa	City of Dyersville, Iowa
City of Evansdale, Iowa	Black Hawk County, Iowa	Cedar County, Iowa
Floyd County, Iowa	Des Moines County, Iowa	Mill County, Iowa
City of Pacific Junction, Iowa		

ATC has completed over 175 inspections in the last year for Mills County Iowa (37) and for the City of Pacific Junction Iowa (130), meeting and/or exceeding contract time frames. All within budget with no change orders.

## INSURANCE AND BONDING

ATC's insurance coverage is a true strength and further evidences our firm's stability and standing in the environmental engineering industry. In the favorable event of award, ATC will provide a live certificate evidencing coverage, limits, any required endorsements and additional insured parties.

In addition to Pollution and Workers Comp coverage, ATC carries a minimum of \$10M each/aggregate in Umbrella/Excess. This follow form provides Excess to the general liability, auto liability and employers' liability. Our broker is AON Risk Services.

ATC has a bonding capacity of \$200,000 single / and a minimum of \$750,000 aggregate. Our bonding company is Travelers Casualty and Surety Company of America, which maintains a Key Rating of A++.



**Copies of  
licenses, certificates, registrations**

Services ([https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1621426110487](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1621426110487))

Agencies ([https://directory.iowa.gov/?ia\\_slv=1621426110487](https://directory.iowa.gov/?ia_slv=1621426110487))

Social ([https://directory.iowa.gov/social/Index?ia\\_slv=1621426110487](https://directory.iowa.gov/social/Index?ia_slv=1621426110487))

**WORKFORCE DEVELOPMENT** (<https://www.iowaworkforcedevelopment.gov/>)

([https://www.iowa.gov/search/google?ia\\_slv=1621426110487](https://www.iowa.gov/search/google?ia_slv=1621426110487))

## IWD Registered Contractor

[Home](#)

[Public Search](#)

[Apply for a Contractor Registration](#)

[My Contractor Registration](#)

[My Profile](#)

[Log In](#)

[New User Account](#)

[Instructions \(https://www.iowadivisionoflabor.gov/contractor-registration-online-directions\)](https://www.iowadivisionoflabor.gov/contractor-registration-online-directions)

### Contractor Registration Details

#### Registration Details

**Registration #** C115526

**Industry** 230000 - Other/Undefined

**Issued** 11/16/2020

**Expires** 12/02/2021

#### Registered Organization or Individual

**Contractor Name** ROBERT TOUPS

**Company Name** ATC GROUP SERVICES

**Address** ROBERT TOUPS ATC GROUP SERVICES 328 LAPORTE RD WATERLOO IA 50702

**Phone 1** (319) 233-0441

**Phone 2** (319) 429-4038

#### Contacts

	Contractor/Company Name	Type
<b>Contractor:</b>	ROBERT TOUPS	Contractor
<b>Company:</b>	ATC GROUP SERVICES	

#### Additional Information

**Type of Business** Corporation

**Insurance Exempt?** No

**Insurance Expiration Date** 11/13/2021

**Out-of-State Bond on File?** Yes

**Bond Effective Type** 25000

[Back](#)

[Board Minutes \(http://www.iowawdb.gov/state-workforce-development-board-meeting-minutes-and-documents\)](http://www.iowawdb.gov/state-workforce-development-board-meeting-minutes-and-documents)

[iowaWorkforceDevelopment.gov \(https://www.iowaworkforcedevelopment.gov/\)](https://www.iowaworkforcedevelopment.gov/)

[Website Feedback \(mailto:IWD.CustomerService@iwd.iowa.gov?subject=WebSite%20Feedback%20:\)](mailto:IWD.CustomerService@iwd.iowa.gov?subject=WebSite%20Feedback%20;)

[Search \(https://www.iowaworkforcedevelopment.gov/search/site\)](https://www.iowaworkforcedevelopment.gov/search/site)

[State of Iowa Policies \(http://iowa.gov/pages/policies\)](http://iowa.gov/pages/policies)

# The Board for Global EHS Credentialing® (BGC®)

through its vested authority, hereby confirms that

## Timothy Jacobsen

has met all requirements of education, experience, and examination set forth through the BGC's American Board of Industrial Hygiene®'s (ABIH®) credentialing division for initial certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

## Certified Industrial Hygienist® (CIH®)

The aforementioned individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.



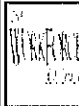
Credential Number: 11968 CP  
Award Date: November 18, 2019  
Expiration Date: June 1, 2025

Dirk Yamamoto, PhD, CIH, CSP, PE  
Chair of the Board of Directors



Ulric K. Chung, MCS, PhD  
Chief Executive Officer and Secretary

Print



# Individual Asbestos License

## Individual Asbestos License

License Number: 21-5519  
Issue Date: 01/19/2021 Expiration Date: 01/15/2022  
License Type: Project Designer  
Previous License Number: 20-3916  
Last Name: JACOBSEN First Name: TIM MI:  
Address: 1015 N 145 CIRCLE  
          OMAHA NE 68137  
          USA  
Email Address:  
Telephone: 402-320-8396

Print

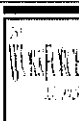


# Individual Asbestos License

## Individual Asbestos License

<b>License Number:</b>	21-5517	<b>Expiration Date:</b>	01/07/2022
<b>Issue Date:</b>	01/19/2021		
<b>License Type:</b>	Inspector		
<b>Previous License Number:</b>	20-3914		
<b>Last Name:</b>	JACOBSEN	<b>First Name:</b>	TIM
<b>Address:</b>	1015 N 145TH CIRCLE	<b>MI:</b>	S
	OMAHA NE 68137		
	USA		
<b>Email Address:</b>			
<b>Telephone:</b>	402-320-8396		

Print



# Individual Asbestos License

## Individual Asbestos License

License Number: 21-6019  
Issue Date: 03/22/2021 Expiration Date: 03/13/2022  
License Type: Inspector  
Previous License Number: 20-4109  
Last Name: FROST First Name: JEROD MI:  
Address: 621 GREY FAWN DR  
          OMAHA NE 68154  
          USA  
Email Address:  
Telephone:



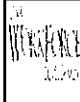
Print

# Individual Asbestos License

## Individual Asbestos License

License Number:	21-6020	Expiration Date:	03/13/2022		
Issue Date:	03/22/2021				
License Type:	Inspector				
Previous License Number:	20-4341				
Last Name:	THOR	First Name:	JOHNNY	MI:	V
Address:	9556 PARK DR APT # 205 OMAHA NE 68127 USA				
Email Address:					
Telephone:					

Print



# Individual Asbestos License

## Individual Asbestos License

License Number:	20-4653	Expiration Date:	07/02/2021
Issue Date:	07/02/2020		
License Type:	Inspector		
Previous License Number:			
Last Name:	COLBY	First Name:	TONY
Address:	11117 MOCKING BIRD	MI:	
	OMAHA NE 68137		
	USA		
Email Address:			
Telephone:			

Print

# Individual Asbestos License

## Individual Asbestos License

License Number:	20-4918	Expiration Date:	08/06/2021		
Issue Date:	09/08/2020				
License Type:	Inspector				
Previous License Number:	20-4762				
Last Name:	AMILL	First Name:	JAZHAN	MI:	R
Address:	711 TARA RD PAPILLION NE 68046 USA				
Email Address:					
Telephone:					

**RESOLUTION NO. 39-2021**

**ASBESTOS SURVEY AND MONITORING OF ABATEMENT  
2019 FLOOD**

**WHEREAS**, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its §403 Essential Assistance Program for funding of demolition work. Funding is anticipated from FEMA, the State of Iowa and the County.

**WHEREAS**, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

**WHEREAS**, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

**WHEREAS**, \_\_\_\_\_ (contractor) certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

**WHEREAS**, Request for Bids (RFB) Notice to Bidders was published in the The Nonpareil on April 28, 2021 and individual written RFB Notice to Bidders were mailed on April 28, 2021 to various asbestos survey and monitoring companies licensed by the State of Iowa from the region surrounding the County, and

**WHEREAS**, said bids were required to be submitted to Pottawattamie County, Iowa, on or before May 19, 2021, and

**WHEREAS**, Pottawattamie County received two (2) quotes, and have opened said quotes on May 19, 2021, and

**WHEREAS**, the County has determined that \_\_\_\_\_ has submitted the lowest and most responsive and responsible submittal and who has best met the submittal criteria as set out in the RFB, and

**WHEREAS**, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said RFB completed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA** that the Board of Supervisors that the contract to perform the said Asbestos Surveying and Monitoring of Abatement work for Pottawattamie County, Iowa, as outlined in the said RFB is hereby awarded to \_\_\_\_\_ in the total amount of \$ \_\_\_\_\_, and that the Board is authorized to execute said Contract with this contractor and that the contractor is hereby given “Notice to Proceed”, after having submitted the Certificate of Insurance required by the RFB to the County through the Planning Director.

**Dated this 25th day of May, 2021.**

**ROLL CALL VOTE**

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

\_\_\_\_\_  
Justin Schultz

○ ○ ○ ○

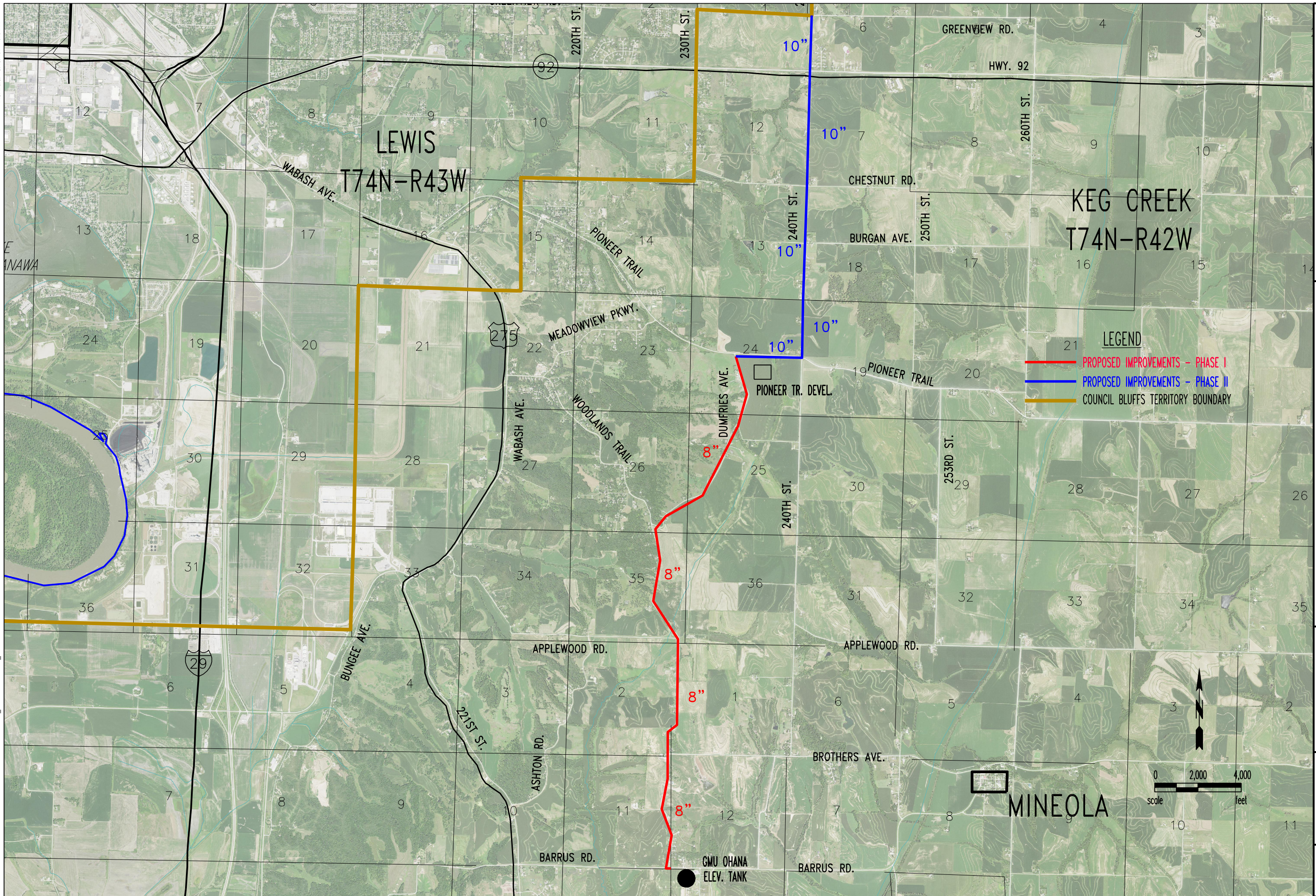
\_\_\_\_\_  
Brian Shea

○ ○ ○ ○

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

**Matt Wyant/Planning Director, Pam Kalstrup/Acting  
Director, Nicholas Gaul, Regional Water Rural Water  
Association and/or Peter Baudhuin, DGR**

**Discussion and/or decision:  
on proposed waterline and loan agreement**



URBAN BLUFFS EAST PROJECT  
 REGIONAL WATER  
 AVOCA, IOWA

OHANA TANK (GMU) TO GREENVIEW ROAD

NO.	DATE	REVISIONS

Project Manager: PCB  
 Designer: JKV  
 Project Number: 803607  
 Phone: (712) 472-2531

**BGR**  
ENGINEERING

**Regional Water - Urban Bluffs East**  
**Options to Serve Pottawattamie County Developments**  
**Opinion of Probable Cost**  
**May 25, 2021**

Description	Estimated Unit Price	Ohana Tank (GMU) to Pioneer Trail		Ohana Tank (GMU) to Greenview Road	
		Estimated Units	Extended Cost	Estimated Units	Extended Cost
10" Class 250 PVC Pipe	\$ 32.00	-	\$ -	7,950	\$ 254,400
10" Class 200 PVC Pipe	\$ 28.00	-	\$ -	11,130	\$ 311,640
8" Class 200 PVC Pipe	\$ 20.00	28,090	\$ 561,800	28,090	\$ 561,800
Valves, Crossings, and Misc.	45%		\$ 253,000		\$ 508,000
Meter/Control Vault	\$ 100,000	1	\$ 100,000	1	\$ 100,000
Subtotal Construction Cost			\$ 915,000		\$ 1,736,000
Construction Contingencies	15%		\$ 137,000		\$ 260,000
<b>Total Estimated Construction Cost</b>			<b>\$ 1,052,000</b>		<b>\$ 1,996,000</b>
Other Costs (Engineering, Admin, ROW, etc.)	25%		\$ 263,000		\$ 499,000
Connection charge from Water Source			\$ 244,500		\$ 489,000
<b>Total Estimated Project Cost</b>			<b>\$ 1,560,000</b>		<b>\$ 2,980,000</b>

Cost estimate is based on private financing. The cost estimates do not include prevailing wage rates, American Iron & Steel requirements, or additional engineering, legal, or special



## ECONOMIC DEVELOPMENT LOAN AGREEMENT

WHEREAS, Regional Water, an Iowa Nonprofit Corporation (“Regional Water”), is authorized and empowered by Iowa Code Chapter 504 (the “Act”) to issue notes or bonds for any corporate purpose; and

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system (the “System”) in order to serve certain property (the “Development Property”) situated in Pottawattamie County, Iowa (the “County”); and

WHEREAS, the Water Improvement Project is necessary to provide water service to the Development Property and to promote the development of residential housing thereon; and

WHEREAS, Regional Water has requested that the County provide financial assistance in the form of an economic development low-interest loan (the “Loan”) and an economic development forgivable loan (the “Forgivable Loan”) in order to pay for a portion of the costs of the Water Improvement Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

WHEREAS, Regional Water has outstanding loans and other obligations (the “Outstanding Obligations”) payable from the System as set forth on Exhibit A hereto; and

WHEREAS, pursuant and subject to the prior acts of the Board of Directors approving and authorizing the Outstanding Obligations, the Issuer reserved the right to enter into additional credit obligations secured by and payable from the revenues of the System; and

NOW, THEREFORE, Regional Water and the County agrees as follows:

A. Regional Water’s Covenants.

1. Water Improvement Project. Regional Water agrees to cause the construction of the Water Improvement Project in accordance with the timeline and specifications set forth on Exhibit B hereto. The construction of the Water Improvement Project shall minimally include the construction of certain water pipeline improvements with the capacity to serve five hundred (500) single-family homes in the County. Regional Water agrees to complete construction of the Water Improvement Project by no later than September 1, 2022.

Prior to constructing the Water Improvement Project, Regional Water will submit copies of all engineering documents related to the proposed Water Improvement Project to the County for review. The County may request reasonable changes in such documents, to ensure compliance with the requirements of this Agreement.

2. Forgivable Loan. Regional Water agrees that the County will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan in the amount of \$300,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees

that the County will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and Regional Water has delivered the Promissory Note (as hereinafter defined) to the County.

Regional Water agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water's obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the "Promissory Note") to be executed by Regional Water and delivered to the County. The Promissory Note shall be in substantially the form as set forth on Exhibit C hereto.

Unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement, all principal advanced under the Forgivable Loan, and accrued interest thereon, shall be due and owing to the County at the office of the County Auditor by Noon on December 1, 2022. The Forgivable Loan shall bear interest at the rate of 1.50% per annum calculated from the date of the Promissory Note. Interest shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

Nothing herein shall prohibit Rural Water from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

3. Loan Forgiveness Request. Upon completion of the construction of the Water Improvement Project, Regional Water agrees to submit a request (the "Loan Forgiveness Request") to the County requesting that the Forgivable Loan be forgiven in accordance with Section B.2 of this Agreement.

The Loan Forgiveness Request shall be accompanied by documentation (the "Costs Documentation") detailing the total costs (the "Water Improvement Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvement Project and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction.

The Water Improvement Costs may include costs relating to land acquisition, planning, designing and constructing the Water Improvement Project; and other reasonably related costs of carrying out the Water Improvement Project.

The Loan Forgiveness Request shall also be accompanied by a report from the engineers for the Water Improvement Project demonstrating that the Water Improvement Project has the capacity to provide service to at least five hundred (500) single-family homes in the County.

4. Loan. Regional Water agrees that the County will advance the proceeds (the "Loan Proceeds") of the Loan in the principal amount of \$990,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees that the County will not advance any Loan Proceeds until (i) this Agreement has been executed in-full; (ii) Regional Water has

delivered the Water Revenue Note (as hereinafter defined) to the County; and (iii) Regional Water has delivered a UCC Financing Statement related to this Agreement and the security provisions set forth in Section A.6.

Regional Water agrees to apply the Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water's obligation to repay the Loan shall be evidenced by a Water Revenue Note, Series 2021 (the "Water Revenue") to be executed by Regional Water and delivered to the County. The Water Revenue Note shall be in substantially the form as set forth on Exhibit D hereto.

5. Loan Repayment. Regional Water agrees that the Water Revenue Note shall bear interest at the rate of 1.50% per annum. Regional Water further agrees that both principal of and interest on the Water Revenue Note shall be payable in nine (9) equal annual installments in the amount of \$108,804.08 (the "Installment Amount") each, due on each June 1, commencing June 1, 2023, and continuing to and including June 1, 2031, with one final installment of all remaining principal and interest due thereon at final maturity on June 1, 2032. Interest on the Water Revenue Note shall be calculated on the basis of an actual calendar year of 365 or 366 days, whichever is appropriate.

Regional Water reserves the right to prepay principal of the Water Revenue Note, in whole or in part, at any time prior to and in inverse order of maturity without penalty on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.

Regional Water shall return to the County as a mandatory prepayment on the Water Revenue Note all Loan Proceeds, including any interest earned on such Loan Proceeds, which have not been expended on the Water Improvement Project by Regional Water within sixty (60) days of the completion of construction of the Water Improvement Project, or such later date as the County in its discretion may approve in writing. Any such mandatory prepayment shall be applied in inverse order of maturity of terms par, plus accrued interest.

6. Security for Repayment of Water Revenue Note. Regional Water agrees that the Water Revenue Note, and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues (as herein defined) of the System, which are hereby pledged to the payment of the Water Revenue Note. Regional Water agrees that the Water Revenue Note shall be a valid claim of the owners thereof only against said Net Revenues (as herein defined), provided, however, that such claims shall be subject and subordinate to the application of the Net Revenues to the priority payment of principal of, and interest on, the Outstanding Obligations.

"Net Revenues" shall mean Gross Revenues (as hereinafter defined) of the System after deduction of Operating Expenses of the System (as hereinafter defined).

"Gross Revenues" shall mean all income and receipts derived from the operation of the System.

“Operating Expenses of the System” shall mean and include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices, but does not include allowance for depreciation in the value of physical property, amortization, other non-cash expenses or interest expenses.

7. Issuance of Additional Obligations. Regional Water hereby reserves the right and privilege of issuing Parity Obligations. Regional Water agrees that it shall not issue obligations payable from the Net Revenues ranking on a par with the Outstanding Obligations and superior to the Water Revenue Note and any Parity Obligations without the prior written consent of the County or the holders of any such Parity Obligations.

8. Default Provisions.

A. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by Regional Water to complete construction of the Water Improvement Project pursuant to the terms and conditions of this Agreement.
- II. Failure by Regional Water to repay the Forgivable Loan pursuant to the terms and conditions of this Agreement.
- III. Failure by Regional Water to repay the Loan pursuant to the terms and conditions of this Agreement.
- IV. Failure by Regional Water to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to Regional Water describing the cause of the default and the steps that must be taken by Regional Water in order to cure the default. Regional Water shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If Regional Water fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of

acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

- III. Accelerate the due date of the outstanding principal amount of the Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding.

B. County's Covenants.

1. Disbursement of Loan Proceeds. The County hereby agrees to advance the Forgivable Loan Proceeds in the amount of \$300,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement. The County further agrees to advance the Loan Proceeds in the amount of \$990,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement.

2. Loan Forgiveness. Principal of and interest on the Forgivable Loan shall be forgiven with fifteen (15) days upon receipt from Regional Water of a satisfactory Loan Forgiveness Request.

In the event that the County determines that a Loan Forgiveness Request received from Regional Water does not meet the requirements of Section A.3 above, the County shall notify Regional Water within fifteen (15) days of such determination in order to allow an opportunity for Regional Water to cure the noted deficiencies.

The County and Regional Water have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

\_\_\_\_\_  
County Auditor

REGIONAL WATER

By (Do Not Sign)  
President

Attest:

(Do Not Sign)  
Board Secretary/Treasurer

EXHIBIT A  
OUTSTANDING OBLIGATIONS

**EXHIBIT B**  
**TIMELINE AND SPECIFICATIONS OF WATER IMPROVEMENT PROJECT**



EXHIBIT C  
PROMISSORY NOTE

**PRINCIPAL AMOUNT: \$300,000**

**Interest Rate: 1.50%**

**Maturity Date: December 1, 2022**

**Dated: \_\_\_\_\_, 2021**

Regional Water (the “Borrower”) for value received, promise to pay, to the Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of Three Hundred Thousand Dollars (\$300,000), in lawful money of the United States of America, on December 1, 2022.

The County has made a forgivable loan to the Borrower in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Economic Development Loan Agreement (the “Agreement”) between the County and the Borrower dated \_\_\_\_\_, 2021, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the County in accordance with the terms set forth in the Agreement.

Payment of principal of and interest on the Forgivable Loan shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6<sup>th</sup> Street, Council Bluffs, Iowa 51501 by Noon on December 1, 2022, unless sooner forgiven in accordance with the Agreement. This Note shall bear interest at the rate of 1.50% per annum calculated from the date of this Note. Interest on this Note shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Loan under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

REGIONAL WATER

By (Do Not Sign)  
President

Attest:

(Do Not Sign)  
Board Secretary/Treasurer

EXHIBIT D  
FORM OF WATER REVENUE NOTE

UNITED STATES OF AMERICA  
STATE OF IOWA  
REGIONAL WATER

WATER REVENUE NOTE, SERIES 2021

No. R-1 \$300,000

RATE	MATURITY DATE	NOTE DATE
1.50%	June 1, 2032	_____, 2021

Regional Water (the “Issuer”) an Iowa nonprofit corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Note to

POTTAWATTAMIE COUNTY, IOWA

or registered assigns, the principal sum of

THREE HUNDRED THOUSAND DOLLARS

This Note shall bear interest at the rate of 1.50% per annum. Both principal of and interest on this Note shall be payable in nine (9) equal annual installments in the amount of \$108,804.08 (the “Installment Amount”) each, due on each June 1, commencing June 1, 2023, and continuing to and including June 1, 2031, with one final installment of all remaining principal and interest due thereon at final maturity on June 1, 2032. Interest on this Note shall be calculated on the basis of an actual calendar year of 365 or 366 days, whichever is appropriate.

The Treasurer of the Board of Directors of the Issuer shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Note shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the Issuer at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Note to the Paying Agent.

This Note is issued by the Issuer to evidence its obligation under a certain Economic Development Loan Agreement, dated the date hereof (the “Agreement”) entered into by the Issuer for the purpose of paying the costs, to that extent, of constructing improvements and extensions (the “Project”) to the water system (the “System”) of the Issuer, including certain improvements necessary to provide water service to certain real property in Pottawattamie County, Iowa.

This Note issued pursuant to and in strict compliance with the provisions of Chapter 504 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto and in conformance with the Articles of Incorporation and the Bylaws of the Issuer. Reference is hereby made to the Agreement for a more complete statement as to the source of payment of this Note and the rights of the owners of this Note.

The Issuer reserves the right to prepay principal of this Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date. Regional Water shall return to the County as a mandatory prepayment on this any proceeds of this Note, including any interest earned on such proceed, which have not been expended on the Water Improvement Project by Regional Water within sixty (60) days of the completion of construction of the Water Improvement Project, or such later date as the County in its discretion may approve in writing. Any such mandatory prepayment shall be applied in inverse order of maturity of terms par, plus accrued interest.

This Note, together with the Outstanding Obligations (as defined in the Agreement) and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the System of the Issuer, a sufficient portion of which has been ordered set aside and pledged for that purpose; provided, however, that such payments on the Note are subject and subordinate to the application of such Net Revenues to the payment of the principal of and interest on the Outstanding Obligations.

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the Issuer in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The Issuer, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Note does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, Regional Water, has caused this Note to be executed by its President and attested by Board Secretary/Treasurer, all as of the Note Date.

REGIONAL WATER

By (Do Not Sign)  
President

Attest:

(Do Not Sign)  
Board Secretary/Treasurer

**(Form for registration to be printed on the Note:)**

REGISTRATION OF OWNERSHIP

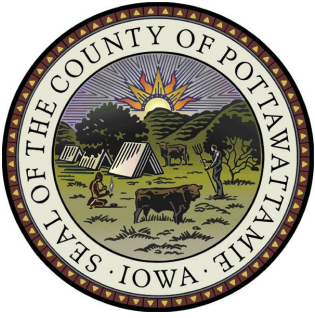
Date of Registration	Name and address of Registered Owner	Signature of Board Secretary/Treasurer
<u>(Closing Date)</u>	Pottawattamie County, Iowa	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Other Business**

**Jana Lemrick/Director, HR;  
John Rasmussen/County Engineer**

**Discussion and/or decision:**

**approve updated Secondary Roads organizational chart and reclassification of Project Manager II and Assistant to the Engineer to Project Administrator and Operations Administrator, respectively**



# Pottawattamie County Secondary Roads

223 South 6<sup>TH</sup> Street  
Council Bluffs, Iowa, 51501

Tel: 712.328.5608  
Fax: 712.328.4751

Date: May 19, 2021  
To: Board of Supervisors  
CC: Jana Lemrick, Human Resources  
From: John Rasmussen, County Engineer  
RE: Departmental Organization and Reclassifications

Secondary Roads reorganized in 2009 into a structure that rolled our management wages back about \$200,000 annually. Those monies generated by our improved efficiencies have been redirected into public services and materials.

From 2014 to today this Department has not been given permission to fill those positions. Yet that organization and those positions are the last approved organizational structure of this department. We don't fit the approved organizational chart or classifications, I'd like to formalize both our organizational structure and approved classifications so this department makes since in succession.

I've attached the Organization chart from what is currently approved; as well as, the organizational chart we've evolved into during the turmoil of vacant management positions.

The changes are as follows:

- The Program and Operations Administrators would be salaried and exempt from overtime at the new wage scale 218 effective in Fiscal Year 2022.
- The Program, Operations, Maintenance Manager, Assistant to the Engineer and Project Manager II positions will become obsolete with approval of the new Organizational Structure and Classifications. The cost savings between the existing and proposed classification plan will be approximately \$24,500 annually.

I recommend the attached organizational adjustments, classifications, and wage scale be approved for this Department effective July 1, 2021. I estimate the annual cost of this action to be about \$12,300.

Att: 2009 Organizational Chart  
FY22 Organizational Chart  
Project Administrator Job Description  
Operations Administrator Job Description

Pottawattamie County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders or consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids and proposals as appropriate in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

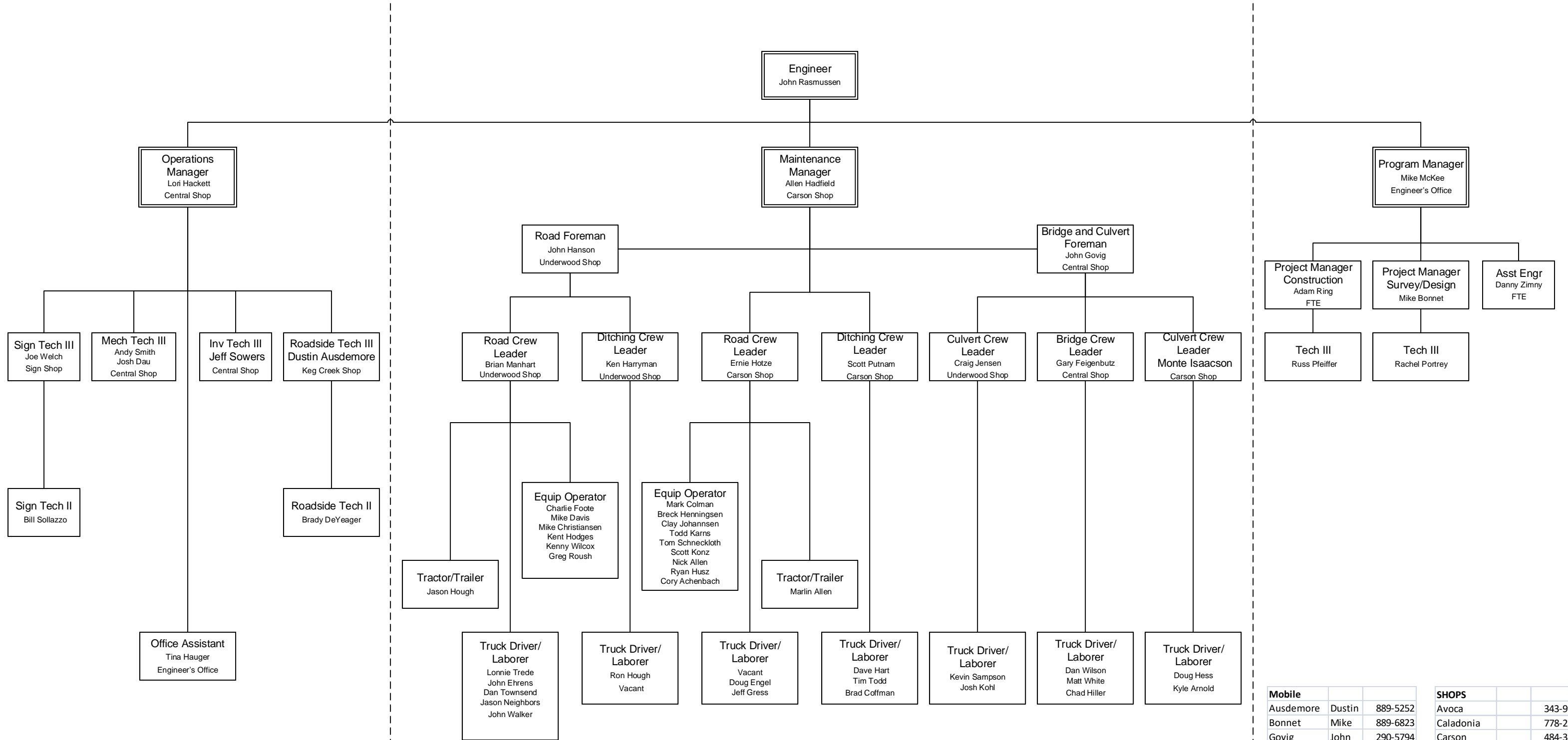


	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
current 218	\$37.08	\$38.56	\$40.09	\$41.70	\$43.38	\$45.12

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
new 218	\$33.74	\$34.59	\$35.45	\$36.34	\$37.25	\$38.18	\$39.13	\$40.11

Step 9	Step 10
\$41.11	\$42.14

# Secondary Roads Department ~ Organizational Chart

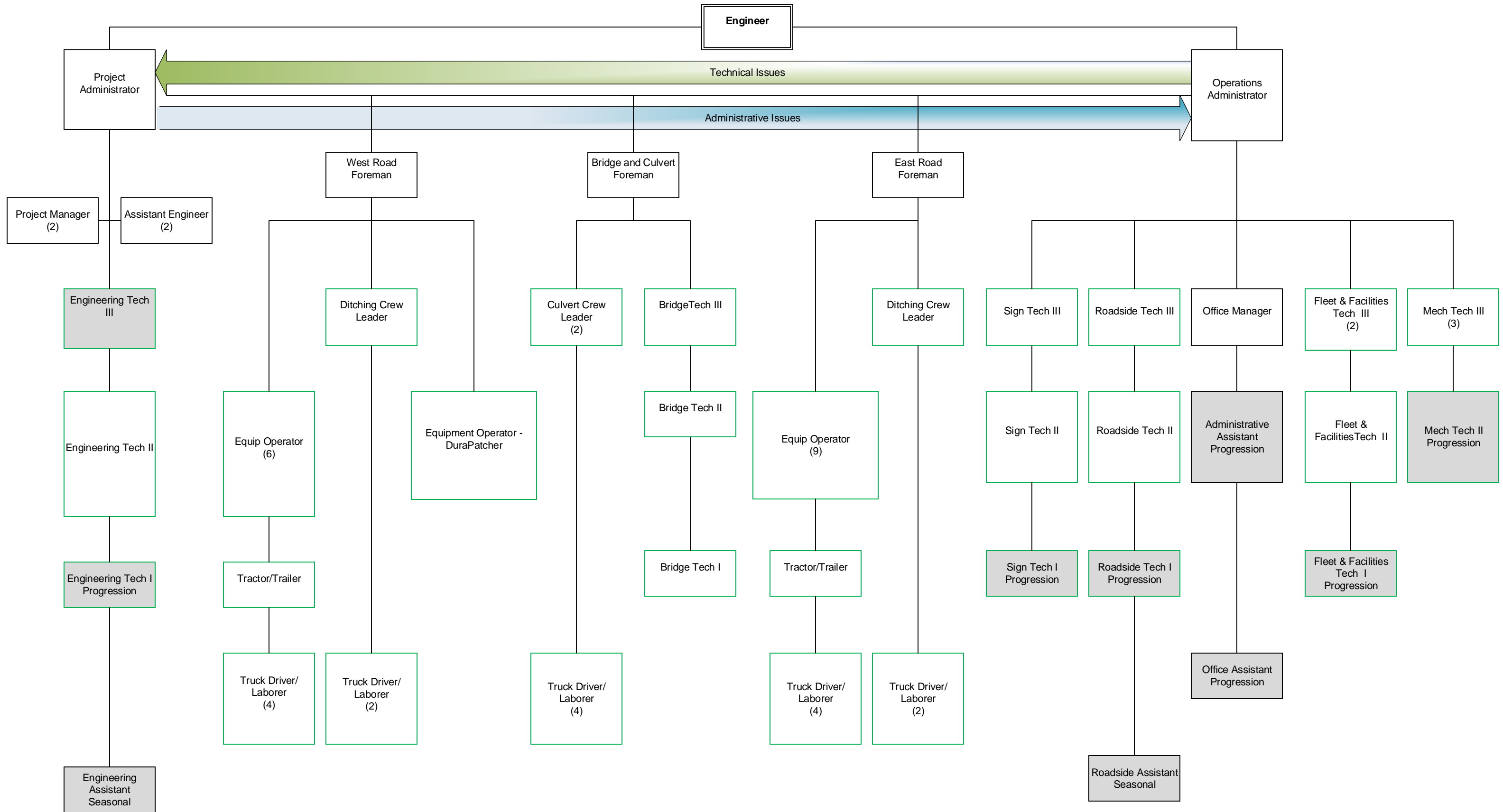


Mobile			
Ausdemore	Dustin	889-5252	
Bonnet	Mike	889-6823	
Govig	John	290-5794	
Hackett	Lori	651-6881	
Hadfield	Allen	917-8631	
Hanson	John	639-9348	
Hotze	Ernie	290-5590	
McKee	Mike	290-5704	
Pfeiffer	Russ	290-0998	
Portrey	Rachel	290-1179	
Rasmussen	John	290-7060	
Ring	Adam	290-0404	
Sowers	Jeff	490-5070	
Welch	Joe	681-7577	
		290-5223	

SHOPS			
Avoca			343-9915
Caladonia			778-2259
Carson			484-3814
Carson	Fax		484-2243
Central			566-2722
Central	Fax		566-2721
Hancock			741-3280
Honey Creek			545-4629
Keg Creek			366-0004
Keg Creek	Fax		366-0005
Sign Shop			322-1068
Underwood			566-2779
Underwood	Fax		566-4026
Walnut			784-2126

# Pottawattamie County Secondary Roads Department

FY2022

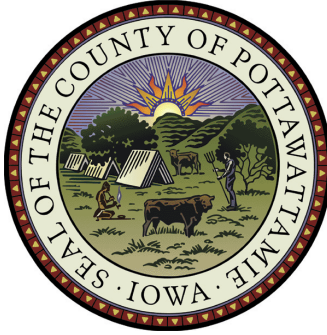


**Jana Lemrick/Director, HR**

**Discussion and/or decision:**

**Regarding job description update/exempt status  
update.**

**POTTAWATTAMIE COUNTY**  
**DEPARTMENT OF HUMAN RESOURCES**  
227 S 6<sup>th</sup> Street  
COUNCIL BLUFFS, IOWA 51501



**Jana Lemrick**  
**Human Resources Director**  
Phone (712) 328-4777  
FAX (712) 328-5770  
E-mail [jana.lemrick@pottcounty.com](mailto:jana.lemrick@pottcounty.com)

## **MEMORANDUM**

**TO:** Board of Supervisors

**FROM:** Jana Lemrick, Pottawattamie County Human Resources

**SUBJECT:** Exemption Status

**DATE:** May 25th, 2021

The FLSA (Fair Labor Standards Act) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at no less than time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees.

To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at no less than \$684\* per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations. [https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fs17a\\_overview.pdf](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fs17a_overview.pdf)

After reviewing the County job descriptions, there are 4 positions that meet the requirements to be exempt; Detention Manager, Assistant 911 Director, Assistant to the Engineer, Project Manager II/Project Administrator. It is my recommendation that these positions be changed from non-exempt to exempt effective July 1<sup>st</sup>, 2021.

By moving from non-exempt to exempt, the employees in these positions would receive a salary, rather than an hourly rate, and no longer be eligible to earn overtime and comp time. Any comp time currently on the books would be paid out on the first paycheck in July.

# POTTAWATTAMIE COUNTY SHERIFF'S OFFICE

## JOB DESCRIPTION

---

**POSITION TITLE:** Assistant Director of Communications

**REPORTS TO:** Sheriff , Chief Deputy, Director of Communications

**SUPERVISES:** 911 Communications Center Employees

**EXEMPTION STATUS:** Exempt

**PURPOSE OF POSITION:** Responsible for day-to-day management of call-taking and dispatching operations of the Pottawattamie County 911 Communications Center. Under general supervision, provides day-to-day supervision which includes computer aided dispatching and emergency 911 services. Implements policy/procedures and ensures work is performed in compliance with Sheriff's Office standards.

**ESSENTIAL FUNCTIONS:**

Supervises/evaluates the work of staff, effectively recommends personnel actions related to selection, performance review, scheduling, staffing, and discipline; administers personnel and related policies/procedures; provides training and assists Training Coordinator to ensure public safety dispatchers are knowledgeable in current policies, procedures, and technology.

Ensure that the Communications Center adheres to the goals/objectives of the Sheriff's Office and operates in compliance with Federal Communication Commission (FCC) and National Crime Information Computer (NCIC) standards, conducts quality control reviews of system entries to ensure uniformity/compliance with the requirement of regulatory bodies.

Ensures equipment remains in good working order; makes routine checks and ensures that maintenance and repairs on communication equipment and software are performed including radios, MDC, and CAD; coordinates additions/modifications to the 911 and Computer Aided Dispatch databases to ensure that correct information is maintained for citizen and business use.

Interacts with representatives of other local governments, public safety agencies and civic organizations to provide information, coordinate services and resolve problems; responsible for the initial investigation and/or response to citizen's complaints.

Develops, updates and revises standard operating procedures for review and implementation by the Director of Communications.

Participates in the budget process by identifying and documenting needs.

Work with the Director of Communications on strategic planning.

Maintain harmony among employees and resolves disputes.

Attends meetings on behalf of Pottawattamie County communications with other public safety agencies and organizations; ensures appropriate communication/coordination of efforts with participating agencies.

Ensures that all computer programs/files are appropriately utilized and maintained; enforces policies and procedures to control access to sensitive information/maintain the security of the various automated systems utilized by the Sheriff's Office.

Prepares taped copies of actual telephone or radio recordings for law enforcement, fire, EMS, county attorney, public defender, and outside counsel for use in judicial proceedings. Provides testimony regarding authenticity of such taped copies in judicial proceedings.

Completes monthly NCIC validations. Prepares documentation for audits by FBI and ISP.

Collects, compiles and analyzes data for management reports; prepared reports; validate warrants and missing persons reports.

Attends meetings, conferences, training sessions, and reads periodicals to remain current on the principles/practices and new developments in public safety communication procedures/trends.

Performs functions as a Telecommunications Operator on an as needed basis.

**MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Knowledge of modern Telecommunications and Emergency Medical Dispatching principals and practices.

Knowledge of computer aided dispatching systems and equipment.

Knowledge of or ability to learn Pottawattamie County Sheriff's Office dispatch policies and procedures.

Knowledge of Federal Communication Commission (FCC) rules and regulations and ability to ensure compliance.

Knowledge of or ability to learn and apply principles and practices of effective supervision.

Knowledge of laws and requirements for working with confidential information and ability to maintain confidentiality of information.

Skill in the use of a personal computer and software for word processing, spreadsheets, databases and presentations.



**ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY (continued):**

Skill in the use of a computer aided dispatching system.

Ability to learn State laws pertaining to civil/criminal procedures as they relate to this position.

Ability to plan, coordinate and direct the work of others.

Ability to exercise sound judgment and maintain composure and professionalism under stressful conditions and to respond appropriately to emergency situations.

Ability to communicate effectively both orally and in writing.

Ability to identify problems with dispatch and radio communication systems/equipment and take corrective action.

Ability to establish and maintain effective working relationships with the general public, law enforcement agencies, fire departments, EMS, governmental officials, supervisors and fellow employees.

Ability to handle multiple projects and changing priorities. Ability to manage projects to successful conclusion.

Ability to model, provide for and encourage the creation of a positive and respectful work environment.

**ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:**

Graduation from an accredited high school or GED and experience in public safety dispatching including law enforcement, fire, and EMS calls or any equivalent combination of training and experience that will have provided the required knowledge, skills, and abilities.

Must possess a valid driver's license at the time of hire and maintain it throughout the course of employment.

Applicant must meet established criteria by State or Federal law which would allow the applicant to be certified to use the IOWA system (Iowa On-Line Warrants and Articles) and the NCIC system (National Crime Information Center). Must maintain certifications throughout the course of employment.

Ability to obtain Iowa Law Enforcement Academy Telecommunications certification and Emergency Medical Dispatcher certification.

## **ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance is essential to this position. Work is generally performed indoors in a secure setting. Work location is in the basement of the courthouse, is environmentally controlled and does not have windows. Work requires routine bending, lifting and carrying office supplies, books, files and other materials. The incumbent is required to frequently sit for extended periods of time while connected to a telecommunications system. Communication abilities include the ability to talk and hear within normal ranges. The incumbent is required to listen to multiple audible inputs simultaneously. Constantly uses voice to communicate as a result, clear diction and audible volume is required.

The incumbent must have the ability to transport themselves to and from various locations within the Communication Center and to the jurisdictions to whom they serve. Hand-eye coordination is necessary to operate computers and various other pieces of equipment. While performing the duties, the incumbent is required to use hands and finger, handle, feel or operate objects, tools or controls and to reach with hands and arms.

Work hours may be required before or after normal business hours. The noise level is usually moderate.

Work requires extensive interaction with Fire, Law Enforcement and EMS agencies and the employee must be able to work efficiently and rapidly in stressful environments and deal with emergency oriented situations.

May 2011

# POTTAWATTAMIE COUNTY – SHERIFF’S OFFICE

## JOB DESCRIPTION

---

**POSITION TITLE:** Detention Manager

**REPORTS TO:** Jail Administrator

**SUPERVISES:** Detention, Health Services and Clerical Personnel

**EXEMPTION STATUS:** Exempt

### **PURPOSE OF POSITION:**

Responsible for the daily operation of the jail facility and assists the Jail Administrator with the management and supervision of personnel.

### **ESSENTIAL FUNCTIONS:**

#### ***General Duties:***

Prepares and maintains departmental records including personnel, housing, billing, policies and procedures, and documentation of all corrections activities as required by County, State and Federal regulations.

Receives and answers facility correspondence and communications.

Attends and participates in staff meetings, seminars and training to maintain up to date knowledge and professionalism in the field.

Monitors compliance with ACA, NCCHC, Iowa State Jail Standards and other applicable laws, rules and regulations. Cooperates with and assists state and/or federal jail inspectors by providing documents and other information necessary to complete required inspections.

Participates in the hiring process, notification and/or delivery of training needs, supervises subordinate staff and conducts performance evaluations, administers the county’s human resource policies and collective bargaining agreements, approves leave requests, administers corrective disciplinary action as necessary. Provides input and submits written reports of complaints related to conduct of personnel to the Jail Administrator as needed.

Briefs Jail Administrator on activities and status of duties and/or special projects. Conducts supervisor meetings to discuss problems/concerns, provides advice or direction, disseminates new or adjusted policies, directives and regulations.

Responds to major incidents and emergencies in the jail facility as deemed appropriate.

Acts on behalf of Jail Administrator in his/her absence and may be required to fill in for Detention Supervisors on an as needed basis.

***When Assigned to Operations:***

Assists in planning, coordinating and directing the operation of the jail facility according to applicable county, state and federal regulations.

Monitors daily operational reports and identifies areas which require attention. Resolves day-to-day operational problems and concerns of staff, outside agencies and the public to ensure prompt response and service. Ensures that inmate housing standards are met.

Directs and coordinates staffing and schedules of the facility to ensure optimal coverage for all shifts. Reviews all jail staff leave requests to ensure appropriate staffing levels are met.

Serves as the facility safety and security officer. Performs regular inspections of work areas and security devices including; windows, doors, sallyports, locks and keys, communication devices, lighting, and surveillance equipment.

Reviews and evaluates inmate classification, transfer and release process. Ensures release and transfer of inmates to other jurisdictions are completed in a timely manner. Provides assistance to Detention Officers in interpreting release information or solutions for exceptional issues.

Oversees inmate trips and transportation according to established safety procedures.

Coordinates safety meetings on a regularly scheduled basis. Researches jail safety problems or concerns and prepares information to be utilized in clarifying or resolving issues.

Collects, analyzes, researches, compiles and summarizes current and historical data for various reports on inmate housing, and other jail operations related information. Reviews inmate and commissary accounts on a monthly basis to ensure accuracy.

***When Assigned to Administration:***

Develops and implements Standard Operating Procedures for the secure and administrative operation of the jail.

Performs regular policy/practice audits to determine policy compliance and to identify policy revision needs.

Manages and prepares reports and analyses of complex issues related to the short and long range planning of the department in order to ensure timely, accurate and efficient response to trends and issues in corrections.

Identifies, coordinates and participates in developing and conducting training programs for new and regular employees.

Administers and is responsible for researching, compiling and summarizing current and historic budget estimates; prepares budget estimates, monitors budget throughout fiscal year, conducts analysis of expense/revenue reports on a monthly basis, proposes and makes recommendations for fiscal budget.

Oversees support services functions, including but not limited to; inmate services, detainers/holds, warrants, inmate good time, social security captures, state parole and marshal housing, recreation/visitation, inmate request forms, inmate law library, laundry/janitorial supplies and correspondence to the public and attorneys.

Monitor inmate programs to ensure appropriate security procedures, work rules, state and federal compliance. Plan, direct, study and research various correctional and rehabilitation programs; analyze data and recommend correctional programs to meet the needs of the facility.

Serves as liaison with Jail Food Service and conducts periodic reviews of food service operation including but not limited to; budget, production, and food quality. Works with Food Service to explore cost saving programs/measures as appropriate.

Serves as liaison with facility medical personnel to ensure adequate, economical health care while maintaining compliance with applicable rules and regulations. Oversees inventory of facility supplies and equipment and authorizes orders of supplies as necessary.

### **MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

### **ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Responsible experience in a corrections/jail work environment including supervision of personnel.

Knowledge of and ability to apply county, state and federal regulations mandating the operation of a corrections facility.

Knowledge of and ability to utilize supervisory and management techniques. Ability to detect deficiencies, provide effective work direction and supervision to ensure adherence to work rules, personnel and County policies and Jail procedures.

Knowledge of and the ability to utilize a personal computer in the performance of job duties. Must be proficient in word processing and electronic spreadsheet software.

Knowledge of and ability to apply the English language and proper grammar, spelling and punctuation.

Knowledge of and the ability to perform bookkeeping and mathematical calculations as needed to accurately prepare departmental budgets.

Possess and utilize excellent communication and human relations/behavior skills when interacting with inmates, Jail staff, the public and County employees.

Ability to work independently with limited direct supervision.

Ability to exercise sound independent judgement and discretion in performing job duties.

Ability to utilize organizational skills to maintain records and to plan and organize a personal work schedule, set priorities and meet established deadlines.

Ability to collect, analyze, and interpret reports and documentation in an effort to solve problems and provide accurate information for management, staff and other county departments.

Ability to understand and follow both oral and written instructions.

Ability to retain composure when dealing with violent or hostile inmates.

Ability to maintain the confidentiality of all departmental communications, documents and records.

Ability to deal courteously and tactfully with the general public, inmates, governmental officials, law enforcement agencies, co-workers and supervisors.

### **ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:**

- Must possess a valid driver's license at the time of hire and maintain it throughout the course of employment.
- Must be a Pottawattamie County Detention Supervisor **AND** meet the education and experience qualifications listed below.
- Bachelors degree from an accredited college or university; including 15 credit hours in criminal justice or related field and a minimum of four (4) years of work experience in the criminal justice system or other related field **OR;**

Graduation from an accredited high school or successful completion of the high school GED test and a minimum of six (6) years of work experience in the criminal justice system or other related field.

### **ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an incumbent to successfully perform the essential functions of this job. Reasonable accommodations may be made to

enable individuals with disabilities to perform the essential functions.

Regular and reliable attendance is essential to this position. Work is performed both in an office setting and in the secured perimeter of Pottawattamie County jail. This environment requires that the incumbent have and maintain the physical and mental stamina to control and subdue inmates and must be willing to accept the physical and mental discomforts inherent in the work. While working with inmates the incumbent may be exposed to violent behavior and can be exposed to bodily fluids and biohazards on an occasional basis. The incumbent must be able to work effectively under high emotional stress.

An incumbent must have mobility of both arms and legs with the ability to move around the work area unassisted. Must have the ability and range of flexibility to run, walk, climb stairs, kneel, crawl, jump, twist, reach overhead, reach below knees, and to bend over or squat down to perform job functions. Must have the ability to stand or sit for extended periods of time.

An incumbent must have the manual dexterity in their hands to make handwritten notations and which permits use of a keyboard. Must be able to lift, push, pull and carry supplies weighing up to 20 pounds on a frequent basis. Must be able to push, pull, lift and/or carry up to 50 to 100 pounds on an occasional basis.

The incumbent will be required to be on call and may perform duties at all hours of the day or night in emergency situations. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, depth perception and the ability to adjust focus. Frequently uses peripheral vision to observe and monitor multiple persons and activity.

Communication abilities include the ability to talk and hear within normal ranges. The incumbent is required to listen to multiple audible inputs simultaneously. Constantly uses voice to communicate as a result, clear diction and audible volume is required.

Rev. 9/17/2015





## Pottawattamie County Secondary Roads

*Miles of Pride*

**Job Title:** Project ~~Administrator~~**Manager II**      **Name:**  
**Reports to:** Engineer      **Supervises:** Contract Construction  
**Date:**      **Pay Grade:** ~~21817~~  
**Bargaining Unit:** ~~Non-Union~~**Exempt**  
**Exemption Status:** **Exempt**

### PURPOSE

The Project Manager II position is a full time hourly position. The purpose of this position is to organize, administer and oversee the functions required for Contract Construction and act as a technical contact for bridge inspection. This is a non-union position and is considered a professional/technical position. A Program Manager is under the supervision of the county engineer and applies his or her knowledge of civil engineering principles and practice, materials, methods, and procedures to the completion of public works projects for the county. The employee inspects construction projects or directs others performing the inspection of same, supervises the testing of materials, assists the county engineer in the preparation of the county budget and construction program, schedules, reviews, and evaluates the flow of departmental projects and contacts landowners for the purchase of right of way for county construction projects. The employee should be knowledgeable of Iowa Department of Transportation Specifications, and general state code provisions affecting the department. The employee must possess superior public relations skills for dealing with complaints and work requests in person and on the telephone.

This employee must be capable of working both independently and as part of a management team.

### ESSENTIAL JOB FUNCTIONS

The following functions are considered essential to the performance of the job of Project Manager II:

- 1) Prepares and reviews plans, hydraulics and estimates for the construction projects.
- 2) Supervises the inspection of construction projects to insure the contractor's compliance with appropriate plans and specifications.
- 3) Administers construction projects by completing necessary forms, pay vouchers, field books, and correspondence.
- 4) Performs planning and layout work, including field survey, for county construction and maintenance projects.



## Pottawattamie County Secondary Roads

### *Miles of Pride*

- 5) Performs public relations work with contractors and the public.
- 6) Assists with maintenance projects by offering technical advice on repairs, pipe replacements and general procedures. Provides survey and staking as needed.
- 7) Acts as Liaison to the Emergency Management Agency. Administers FEMA, EWP and other emergency programs.
- 8) Completes GASB34 reporting requirements for Capital Improvement Projects.
- 9) Manages letting schedules to ensure projects meet applicable deadlines.
- 10) Maintains bridge files.
- 11) Driving: The employee may be asked to drive alone or with others to meetings that are deemed in the best interest of the employee by the County Engineer. Employee shall maintain a valid Iowa Driver's license and be insurable.

NOTE: Management has the right to add or change duties at any time. The duties listed above and below are not inclusive of all tasks that employees of this classification may be required to perform.

#### **MARGINAL JOB FUNCTIONS**

Employees of this classification may be assigned one or more of the following tasks on an as needed basis:

- 1) Run office errands to pick up office and computer supplies, drop off mail, arrange for shipping of parts, equipment, or other items, either on foot or by driving county vehicles.
- 2) Lifting, carrying, and storing county records in designated storage areas. This type of work may require lifting and carrying loads of up to 50 pounds.
- 3) Other duties as assigned by the County Engineer.

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Individuals must possess the knowledge, skills, and abilities, or be able to explain and demonstrate that the individual can perform the essential functions of the job, with or without reasonable accommodation, using some combination of skills and abilities. The individual must also possess the necessary physical requirements, with or without the aid of mechanical devices, to safely perform the essential functions of the job.

- 1) Superior communication skills to greet members of the general public, other county officials, vendors and others doing business with the County Engineer's Office. These communication skills should include a clear voice on the telephone and a pleasant manner for meeting



## Pottawattamie County Secondary Roads

### *Miles of Pride*

persons face to face who come to the counter or office door to do business with the Secondary Road Department. The employee spends a significant amount of time in conversation with co-workers, contractors and the public. Public relations are an important part of this position.

- 2) Superior verbal and writing skills to allow the employee to prepare correspondence, board resolutions, ordinances, and policies, take clear and concise telephone messages, process work orders for maintenance and engineering staff.
- 3) Employee must have superior cognitive skills to be able to perform complex and precise calculations, detail plans, and be able to select, read, understand, and apply appropriate design standards.
- 4) Employee must be capable of continuous mental concentration and visual attention. Employee will be called upon to work under some pressure, deal with difficulties independently, and deal with changes in priorities that may occur suddenly.
- 5) Ability to grasp, lift, manipulate and/or carry items weighing up to 50 pounds on occasion.
- 6) Ability to work with personal computers and workstations to do word-processing, spreadsheets, and utilize appropriate engineering software. Understanding of computer file management and use is essential.
- 7) Knowledge in using and caring for precision surveying and inspection instruments.
- 8) Sufficient visual acuity to read correspondence from the county engineer and other staff members and process and route mail to appropriate staff members.
- 9) Ability to learn and perform all essential job functions accurately and safely with minimal direct supervision within 6 months of beginning employment with the Secondary Road Department.
- 10) Ability to perform the essential functions of the job for a 7.5 hour shift with two fifteen minute breaks and a one half hour lunch period. Employee should be aware that overtime work may be required based upon the needs of the department.
- 11) Ability to understand and follow complex verbal and written instructions from the supervisor.

### **SUPERVISION REQUIREMENTS**

Employees of this classification may supervise full and part time secondary road staff members including engineering, administrative, and maintenance employees. This position will oversee the Project Managers, Construction Inspector and Engineering Aides.



## Pottawattamie County Secondary Roads

*Miles of Pride*

### MINIMUM EDUCATION, TRAINING, AND EXPERIENCE

- 1) Seven (7) years of increasingly responsible experience in survey, design, construction inspection; and relevant coursework in civil engineering subjects, or an equivalent combination of education and experience.
- 2) A valid Iowa driver's license.

### EMPLOYEE POSITION ACCEPTANCE:

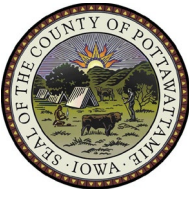
I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



# Pottawattamie County Secondary Roads

*Miles of Pride*

**Job Title: Assistant to the Engineer**  
**Reports to: County Engineer**

**Name:**  
**Supervises: Inventory Technician**  
**Office Manager**  
**Administrative Assistant**  
**Office Assistant**

**Date:**  
**Bargaining Unit: Noncontract**  
**Exemption Status: Exempt**

**Pay Grade: 21817**

## CLASS AND GRADE

The Assistant to the Engineer position is an hourly full time position. The purpose of this position is to organize, administer and oversee the administrative functions of the department and provide support to the Engineering and Maintenance functions. This is a non-union position and is considered a confidential management position.

## DISTINGUISHING CHARACTERISTICS

The Assistant to the Engineer serves as a key resource to the management team within the County Engineer's Office providing research, analysis, reporting and communications on a wide range of policy, programmatic and performance matters. This position is in responsible charge of accounts payable, accounts receivable, payroll, leave balances, benefits, inventory, fleet maintenance, budgets and budget reporting.

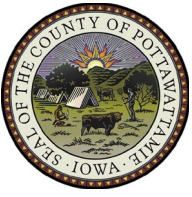
This employee will analyze options to reengineer programs and processes, including options for cost reduction, improved management controls, and the establishment of benchmarks and performance standards.

This employee also, independently or as part of a team, prepares or assists in the preparation of the annual budget and other reports associated with Secondary Road Department activities. The employee must possess superior public relations skills for dealing with complaints and work requests in person and on the telephone.

## ESSENTIAL JOB FUNCTIONS

The following functions are considered essential to the performance of the job of Assistant to the Engineer:

- 1) Be in responsible charge of departmental accounting (AP/AR) to include, but not limited to, electronic submittal of claims to the Auditor; making deposits to the Auditor; invoicing for county services; preparing/reviewing claims; and resolving vendor issues. Provide reporting to the management team to ensure budget is being followed and budget constraints are met.
- 2) Be in responsible charge of preparing department payroll to be electronically submitted to the Auditor; tracking and reporting leave usage and balances; maintaining personnel files; assist with and be liaison to the auditor's office for benefit questions and management; assist with union negotiations and contract implementation; and departmental liaison to the human resources department. Provide reporting to the management team and union to make sure pay practices are properly followed and overtime utilization is monitored.



# Pottawattamie County Secondary Roads

## *Miles of Pride*

- 3) Be in responsible charge of fleet and facilities management to utilize automation to track maintenance and inventory. Assist the staff/operators in writing equipment specifications to meet the needs of the work. Provide reporting to notify managers of preventative maintenance, fuel consumption and other relevant usage reports.
- 4) Employee will prepare reports to the County Auditor, Iowa Department of Transportation, state department of natural resources and other agencies regarding county expenditures, facilities management, real estate and buildings, and oversee the management of the county underground and above ground fuel storage facilities.
- 5) Provides courteous service to the public and visitors by responding to inquiries, screening calls and arranging appointments, maintains department calendar.
- 6) Handle complaints and work requests from County Supervisors and members of the general public. Sort and route the complaints and work orders to the appropriate secondary road staff and file this information for later follow-up if necessary. Provide reporting to the management team of work requests and service needs.
- 7) Confer with other managers to coordinate county operations as a member of the management team.
- 8) Responsible for issuing moving permits on county roadways when oversize/overweight vehicles are moving oversize loads. Reviews routes for possible construction delays, detours and roads under embargo to ensure ease of movement. Invoices transport companies and collects payments.
- 9) Registers residents and issues permits for dust control, both calcium chloride and approved oil.
- 10) Supervise personnel and assist other managers with interviewing, hiring, training, development, planning and assigning work, directing work, appraising performance, rewarding and disciplining employees as well as addressing complaints and resolving problems.

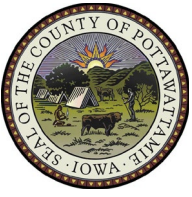
NOTE: Management has the right to add or change duties at any time. The duties listed above and below are not inclusive of all tasks that employees of this classification may be required to perform.

### **MARGINAL JOB FUNCTIONS**

Employees of this classification may be assigned one or more of the following tasks on an as needed basis:

- 1) Run office errands to pick up office and computer supplies, drop off mail, and arrange for shipping of parts, equipment, or other items, either on foot or by driving county vehicles.
- 2) Lifting, carrying, and storing county records in designated storage areas. This type of work may require lifting and carrying loads of up to 30 pounds.
- 3) Driving: The employee may be asked to drive alone or with others to meetings that are deemed in the best interest of the employee by the County Engineer. Employee should maintain a valid Iowa Driver's license and be insurable.
- 4) Other duties as assigned by the County Engineer.

### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**



# Pottawattamie County Secondary Roads

## *Miles of Pride*

Individuals must possess the knowledge, skills, and abilities, or be able to explain and demonstrate that the individual can perform the essential functions of the job, with or without reasonable accommodation, using some combination of skills and abilities. The individual must also possess the necessary physical requirements, with or without the aid of mechanical devices, to safely perform the essential functions of the job.

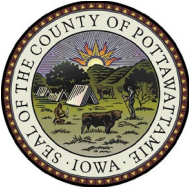
- 1) Superior verbal and written communication skills. These communication skills should include attention to detail, clear diction and a pleasant manner for meeting persons. Public relations are an essential part of this position.
- 2) Superior organizational skills.
- 3) Ability to accurately complete mathematical calculations to determine benefits for employees, verify totals and find/correct errors, complete billings, verify spreadsheets and assist with budgets. Requires the exercise of independent thinking within the limits of policies, standards, and precedents.
- 4) Ability to grasp, lift, manipulate and/or carry items weighing up to 30 pounds.
- 5) Ability to perform work at levels from below knee level to approximately shoulder level with or without mechanical assistance to allow the employee to do filing, store office inventory, and wait on customers at the counter.
- 6) Ability to sit for extended periods of time, stand, walk, kneel, bend, crouch, reach, stoop and climb. An incumbent must have the ability to transport themselves to and from various locations throughout the Courthouse and to/from county shops.
- 7) Advanced ability to operate personal computers and workstations to do word processing, spreadsheets, accounting and work with county financial programs.
- 8) Sufficient visual acuity to read correspondence, view detailed maps and work on computer for extended periods of time. Ability to learn and perform all essential job functions accurately and safely with minimal direct supervision within 6 months of beginning employment with the Secondary Road Department.
- 9) Regular and reliable attendance at work reporting location is an essential function. Must have the ability to perform the essential functions of the job for a 7.5 hour shift with two fifteen minute breaks and a one half hour lunch period. Employee should be aware that overtime work may be required based upon the needs of the department.
- 10) Ability to understand and follow complex verbal and written instructions from the supervisor.

### **SUPERVISION REQUIREMENTS**

Employees of this classification may supervise full-time, part-time, temporary, and seasonal staff. This position shall supervise the Office Manager, Administrative Assistant, Office Assistant, Inventory Technician and others as assigned by the Engineer.

### **QUALIFICATION STANDARDS**

- 1) Associates Degree (AA) in Accounting or related field with 2 years of relevant experience is required. A Bachelor's degree; or the equivalent of 4 years of relevant education and experience is preferred.
- 2) Must be proficient with computers and embrace changes in technology.



# Pottawattamie County Secondary Roads

## *Miles of Pride*

- 3) A valid state driver's license is preferred, but not required to perform the essential functions of the job.

### **EMPLOYEE POSITION ACCEPTANCE:**

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



**Jana Lemrick/Director, HR**

**Discussion and/or decision:**

**Approve a 2.5% pay increase for department heads and non-union employees and adjustment of pay scales to reflect 2.5% between steps.**

**Jana Lemrick/Director, HR**

**Discussion and/or decision:**

**Approve change to Employee Handbook policy  
#201, Salary Administration.**

Title: Salary Administration  
Policy Number: 201  
Effective Date: July 1, 2009  
Revision Date: November 1, 2013  
Authorized by: Board of Supervisors

Policy:

It is the policy of Pottawattamie County to pay employees in a nondiscriminatory and competitive manner. However, all compensation policy decisions must take into consideration the County's overall financial condition and competitive position.

Comments:

- (1) New employees generally will be hired at the starting rate assigned to their job grade. The Department Head may recommend higher starting rates depending on an applicant's experience or skill level or other competitive considerations at the time of hire. These recommendations must be reviewed and approved before implementation by the appropriate Department Head, the Human Resources Director and the Board of Supervisors.
- (2) When determining wage rates, the County shall take into consideration overall compensation including numerous non-cash benefits such as health, dental, and life insurance, vacation, holidays, and other similar factors.
- (3) Employees who have questions about the County's salary administration and benefits program should direct their concern to their supervisor, Department Head, or the Human Resources Department.
- (4) **General Pay Increases:** All pay increases will be effective upon approval of the Board of Supervisors. ~~Across the board pay increases may be granted on an annual basis to those classifications assigned to a step and grade salary schedule.~~ Salary schedules shall be adjusted accordingly and shall become effective as determined by the Board of Supervisors. Employees who are eligible for ~~across the board pay an~~ annual increases shall receive the increase at the beginning of the pay period in which the effective date for the pay increase occurs.
- (5) **Step Increases:**
  - (a) ~~Completion of Introductory Period and General Step Increases~~ Upon successful completion of the introductory period new full-time employees may be eligible for a step increase. Step increases may be waived if a new employee's introductory period is extended for any reason or if the new employee was hired above the minimum

~~step of the salary schedule. Employees whose introductory period has been extended shall receive their step increase upon successful completion of the extended introductory period. Employees eligible for step increases shall receive the step increase at the beginning of the pay period in which the employee's anniversary date occurs or at the beginning of the pay period in which the employee had a change in his/her job classification status; whichever is applicable. at the beginning of each fiscal year.~~

Step increases for part-time employees are based upon hours worked. i.e. Annual step advancement for full-time employees occurs after 2,080 work hours. Part-time employees, who work twenty (20) hours per week, shall not advance to the next pay step until completion of 2,080 work hours (approximately two years of employment). All paid leave is considered as hours worked for the purpose of this section.

~~(b) **Step Increases after Promotions:**~~

~~Employees who are promoted to a higher job classification are eligible for a step increase after the completion of one (1) year in the new position. The promoted employee's position classification anniversary date shall dictate all future step increases.~~

~~(c) **Step Increases after Reallocation:**~~

~~Employees who are reallocated to a job classification shall advance through the pay plan in accordance with their reallocation date. The reallocation anniversary date shall dictate future pay step advancements.~~

- (6) **Rate of Pay for Promotion:** An employee who is "promoted" shall advance to the appropriate promotional pay grade and shall go to a pay step that guarantees a minimum of a five percent (5%) pay increase. If the 5% minimum is not an option within the new pay grade, the employee shall be placed at the maximum step of the new classification. ~~The employee's job classification anniversary date shall be utilized to dictate future pay step increases.~~
- (7) **Rate of Pay for Reallocation:** An employee who is reallocated to a different job classification shall advance to the appropriate pay grade and shall go to a pay step that guarantees a minimum of a five percent (5%) pay increase. If the 5% minimum is not an option, the employee shall be placed at the maximum step of the new classification. ~~The employee's reallocation anniversary date shall be utilized to dictate future pay step increases.~~

- (8) **Rate of Pay for Demotion:** If an employee is demoted, the rate of

pay shall be determined as follows:

- (a) If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to no more than the maximum rate of pay of the lower position.
  - (b) If the rate of pay in the higher grade position falls within the range of the pay grade for the position to which demoted, the rate of pay may remain unchanged.
- (9) **Rate of Pay for Transfer:** If an employee transfers to another county department to a position which is assigned to an equivalent pay grade, their rate of pay shall remain unchanged.

If a current County employee applies for and is selected for a position which is assigned to a lower pay grade, the Department Head along with the Human Resource Director shall determine the pay step assignment.

- (10) **Rate of Pay for Red-Circled Employees:** In the event that a job classification's base salary is significantly higher than comparable positions in the labor market, the Department Head may determine to "red-circle" or freeze the base wage for employees in said job classification. The purpose of red-circling an employee's salary is to allow the wages for the position to "catch-up" to the employee's salary. Red-circling an employee's salary is an option when a wage discrepancy is created through no fault of the employee. This is done rather than reduce the base salary of the employee.

If an employee's rate of pay is red-circled, he or she shall not receive any additional compensation until the maximum rate of the appropriate pay grade "catches up" with the employee's base salary. Once the maximum rate is equivalent or bypasses the wage of the red-circled employee, the employee will be placed back on the job classification's assigned pay grade at an appropriate pay step.

**Received/Filed**

Office of No 040883  
**Pottawattamie County Treasurer**

5/14/21 for April 2021  
 Date

Received from Pottawattamie County  
Sheriffs office

Payor Pottawattamie County Sheriffs  
Office

Amount Ninety Three Thousand Forty Seven  
Dollars & 90/100 — \$ 93,047.90

Account to be credited See below

Descriptions of funds see below

Received by DA

Date received 5-14-21

FILED FOR RECORD  
 POTTAWATTAMIE CO. IA  
 2021 MAY 19 PM 2:10  
 DEPT OF SUPERVISORS  
 OFFICE

April 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$21,355.00	Weapon Permits	0001-1-05-1060-441000-000
\$71,692.90	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
<b>\$93,047.90</b>	<b>Total Deposit</b>	
	<b>\$38,571.04</b>	<b>total check #220536</b>
	<b>\$54,476.86</b>	<b>total check #220537</b>
	<b>\$93,047.90</b>	<b>total deposit</b>

F12817

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

04/01/2021 - 04/30/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 04/01/2021 - 04/30/2021.

**Disbursements:**

**Paid to Others:**

State - Weapon Permit Amount 2,175.00

Refunds; Publication; Sales; Com 233,751.91

**Subtotal** 235,926.91

**Paid to Treasurer:**

Service Fees - Notary Fees; Copy Fees 48,598.04

Postage 4,480.90

Transport - Officer Expenses 11,103.70

Mileage Amount 7,075.26

Report Amount 120.00

County - Weapon Permit Amount 21,355.00

Other - Subpoena 315.00

**Subtotal** 93,047.90

**Total** 328,974.81

The above information is respectfully submitted on 5/13/2021



Andy Brown  
Pottawattamie County, IA



Pottawattamie County Sheriff's Office

Report of Fees Collected for

04/01/2021 - 04/30/2021

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 04/01/2021 - 04/30/2021.

**Receipts:**

Service Fees - Notary Fees; Copy Fees	47,014.86
Postage	4,297.81
Transport - Officer Expenses	11,103.70
Mileage Amount	7,084.26
Report Amount	120.00
County - Weapon Permit Amount	8,890.00
State - Weapon Permit Amount	2,050.00
Refunds; Publication; Sales; Com	358,864.45
Other - Subpoena	315.00
Unapplied	16.00
<b>Total</b>	<b>439,756.08</b>

The above information is respectfully submitted on 5/13/2021

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

**Closed Session**