

Consent Agenda

October 26, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. October 19, 2021, Minutes as read.
- B. Renewal of Class C Liquor License (LC) (Commercial), granting privileges of Catering / Class C Liquor License (LC) (Commercial) / Outdoor Services /Sunday Sales for Double Diamond, Inc. d/b/a Mt. Crescent Ski Area, Honey Creek, Iowa.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Schultz, to open Public Hearing for consideration and establishment of a Secondary Road Assessment District on Leisure Avenue from Old Lincoln Highway to Lookout Lane; and to open Public Hearing for consideration and establishment of a Secondary Road Assessment District on Leisure Avenue from Lookout Lane to Chalet Lane.

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

The Board of Supervisors received letters of opposition to the Leisure Avenue, Secondary Roads Assessment District from the following citizens: David & Tracy Porter, 25245 Lookout Lane, Honey Creek, IA; Owen Brewer Jr., P.O. Box 38, Crescent; Mrs. Joey Bauer Sr., 18364 Leisure Ave., Crescent; Teresa McKern, 24939 Rainbow Lane, Honey Creek; Chris & Corinne Conn, 25246 Lookout Lane, Honey Creek.

The following citizens appeared before the Board and spoke in opposition to the Leisure Avenue, Secondary Roads Assessment: Jim Comstock 20 N. 16th St., Council Bluffs, IA representing David & Tracy Porter 25245 Lookout Lane Honey Creek; Iva Bauer, 18364 Leisure Ave.; Ron Clifton 17987 Leisure Ave., Crescent; Teresa McKern 24939 Rainbow Lane, Honey Creek.

The following citizens appeared before the Board and spoke in support of the Leisure Avenue, Secondary Roads Assessment District: Eugene Eivenholtz, 25250 Lookout Lane, Honey Creek; Heather & Matt, 24948 Chalet Lane, Honey Creek; Kathy Rief, 180220 Leisure Ave., Crescent.

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

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

Motion by Wichman, second by Shea, to set date and time for Final Hearing for the Leisure Avenue Secondary Roads Assessment Districts for December 7th at 10:00 A.M. UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 111-2021** entitled: **RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT.**

RESOLUTION NO. 111-2021

RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the

Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State.

NOW THEREFORE BE IT RESOLVED, that the Chairman of the Pottawattamie County Board of Supervisors is hereby authorized to execute the Amended and Substituted County Electronic Services System 28E Agreement.

Dated this 26th Day of October, 2021.

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

ATTEST: _____
Melvyn Houser, County Auditor

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

Buildings & Grounds Director Jason Slack and Risk and Safety Manager Garfield Coleman appeared before the Board of Supervisors to discuss winterization and safety measures on temporary ADA ramp at Courthouse. Discussion only. No action taken.

3. OTHER BUSINESS

Motion made by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 110-2021** entitled: Resolution Appointing Deputies.

RESOLUTION NO. 110-2021

RESOLUTION APPOINTING DEPUTIES

WHEREAS, the Code of Iowa, Chapter 331.903, states that the Auditor, Treasurer, Recorder, Sheriff and County Attorney may each appoint, with approval of the Board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible; and

WHEREAS, the number of deputy appointments of the Treasurer has changed; and

WHEREAS, the number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board; and

WHEREAS, each deputy officer, assistant and clerk shall perform the duties assigned by the principal officer making the appointment and during the absence or disability of the principal officer, the first deputy shall perform the duties of the principal officer.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors hereby approves the following deputy appointments for the Treasurer’s Office:

Jamie Smothers, First Deputy
Heather Ausdemore, First Deputy

Dated this 26th Day of October, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT

_____	○	○	○	○
Scott A. Belt, Chairman				
_____	○	○	○	○
Tim Wichman				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				
_____	○	○	○	○
Brian Shea				

ATTEST: _____
 Melvyn Houser, County Auditor

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

Motion by Wichman, second by Schultz, to approve job descriptions for GIS Analyst I, II, III and GIS Coordinator to be effective July 1, 2022. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 109-2021** entitled: RESOLUTION Authorizing Transfer from Rural Services Fund to Secondary Roads Fund.

RESOLUTION NO. 109-2021

RESOLUTION Authorizing Transfer from Rural Services Fund to Secondary Roads Fund

WHEREAS, it is desired to transfer money from Rural Services Fund to Secondary Rods Fund; and

WHEREAS, said transfer is in accordance with Section 331.432, Code of Iowa; and

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$1,303,750 is ordered to be transferred from Rural Services Fund to Secondary Roads Fund, and

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

Dated this 26th day of October, 2020.

ROLL CALL VOTE

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

ATTEST: _____
 Melvyn Houser, County Auditor

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

4. RECEIVED/FILED

A. Salary Actions

- 1) Communications – Payroll Status Change for Rebecca Liston, Jason Study
- 2) Recorder – Payroll Status Change for Marilyn Hebing, Andrew Moats

B. Out of State Travel Notification

- 1) Jail – Out of State Travel Notification for Tiffany Mass

5. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:31 A.M.

Scott A. Belt, Chairman

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 9, 2021

PUBLISH: X

Scheduled Sessions

**Matt Wyant/Director, Planning and Development
and/or Pam Kalstrup/Acting Director**

Public Hearing and First Consideration of Ordinance No. 2021-07, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 44.9 acres from a class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District; and setting date for Second Consideration.

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2021-07

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-07**

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 44.9 acres from a Class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District.

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

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

20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF
HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW

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

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

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

PASSED AND APPROVED .

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

Scott Belt, Chairman

Justin Schultz

Lynn Grobe

Ordinance #2020-07

Brian Shea

Tim Wichman

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	October 28, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	November 2, 2021
FIRST CONSIDERATION:	November 2, 2021
SECOND CONSIDERATION:	November 9, 2021
PUBLICATION:	November 18, 2021
RECORD:	November 19, 2021

TO: Board of Supervisors
FROM: Pam Kalstrup
DATE: October 29, 2021

RE: #ZMA-2021-03

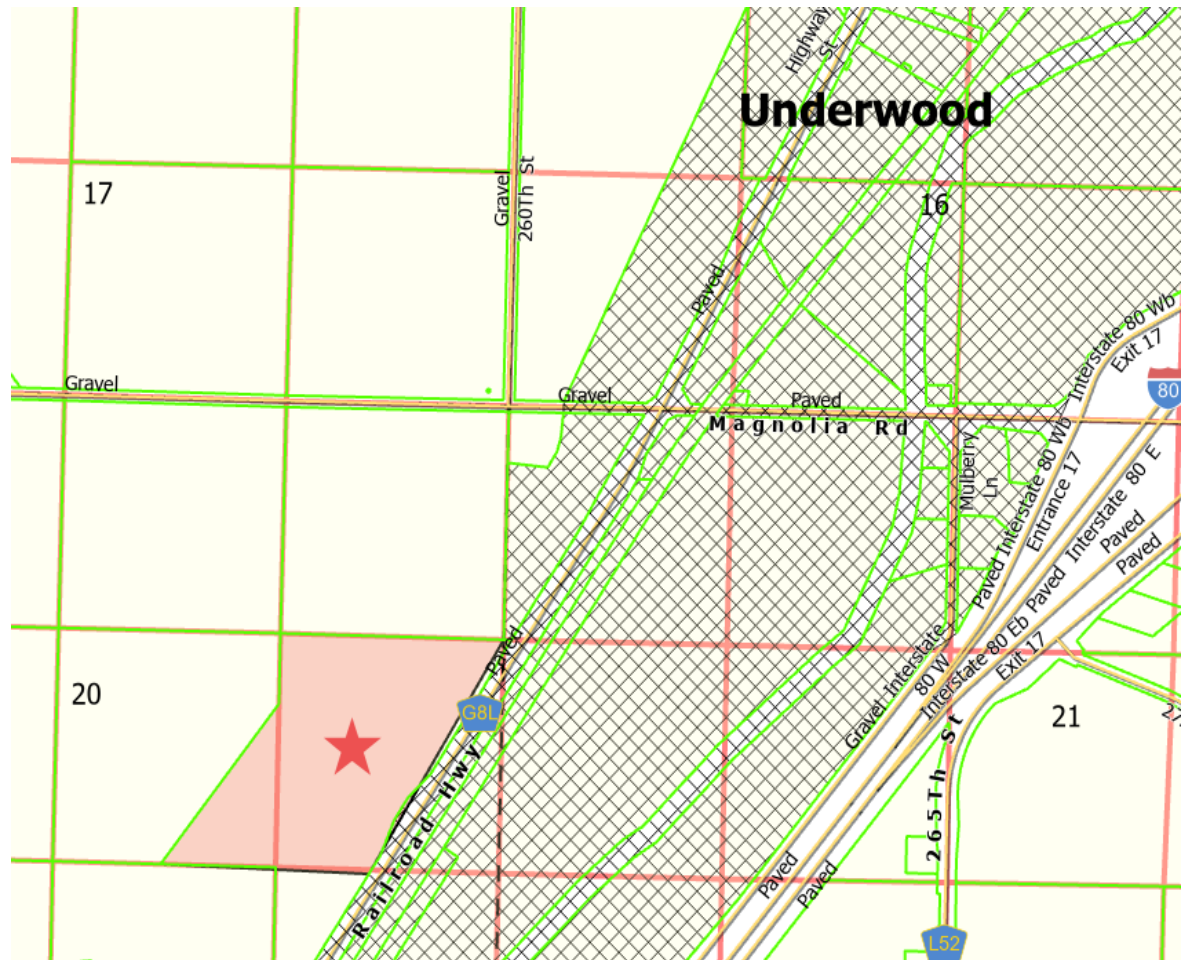
REQUEST: Zoning map amendment to reclassify approximately 44.9 acres from a Class R-2 (Urban Transitional) District to a Class I-1 (Limited Industrial) District.

LOCATION: Norwalk Township

Railroad Hwy

20-76-42 & 21-76-42 EXC RR W OF HWY SE NE & NE SE W OF HWY & SW NE TRI SE COR & 21-76-42 WOF HWY SW NW

The subject property is located directly west of the Underwood city limits on Railroad Highway.



PROPERTY OWNER: John Tiarks

GENERAL INFORMATION:

The applicant has requested that approximately 44.9 acres, which are currently zoned R-2 (Urban Transitional), be rezoned to I-1 (Limited Industrial) in order to construct a seed/feed facility. The business, Midline LLC, is currently conducting business nearby in the City of Underwood on leased property in a floodplain.

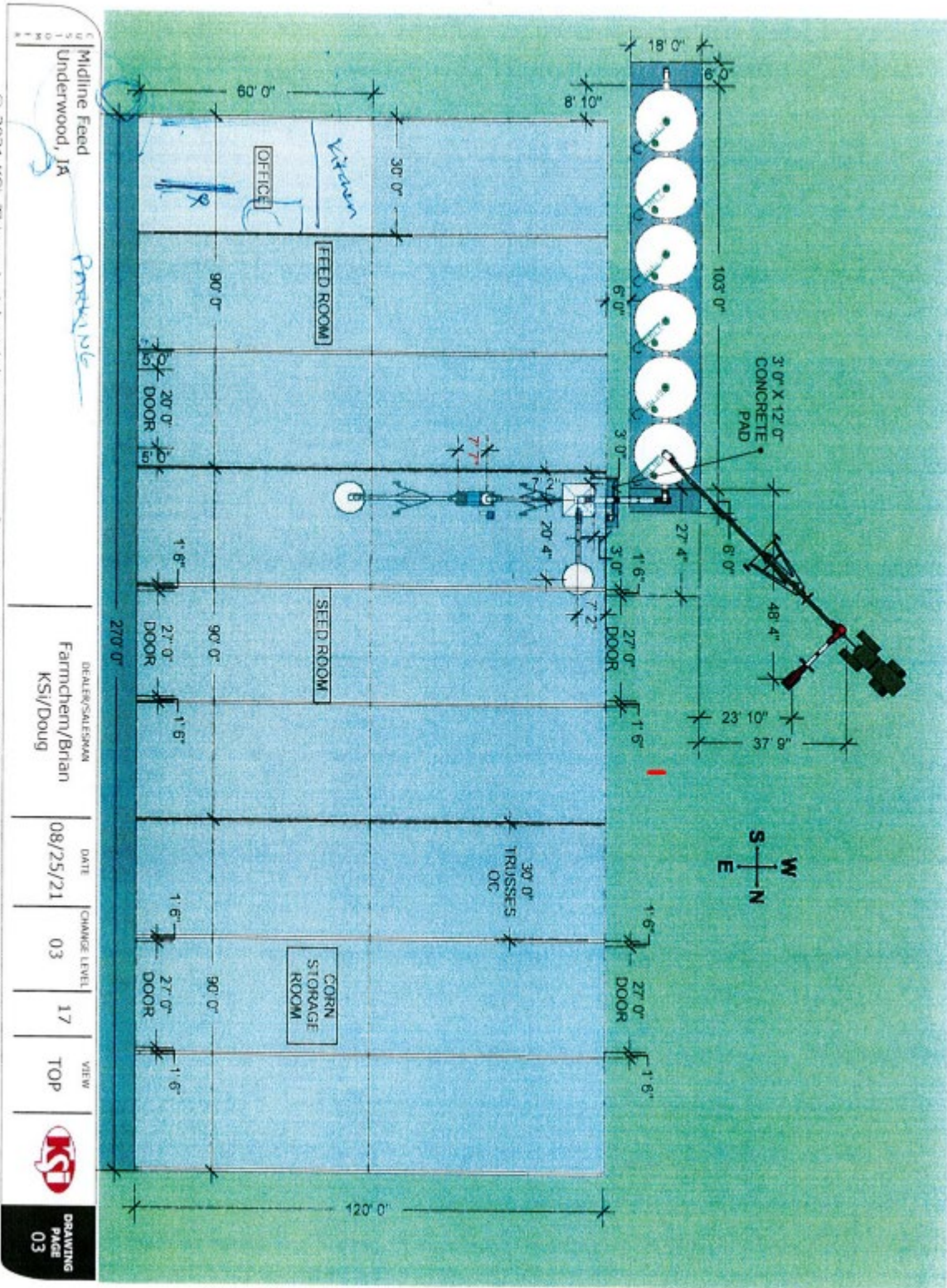
PROPOSED SITE PLAN:



EXISTING STRUCTURES AT 26276 MAGNOLIA RD:



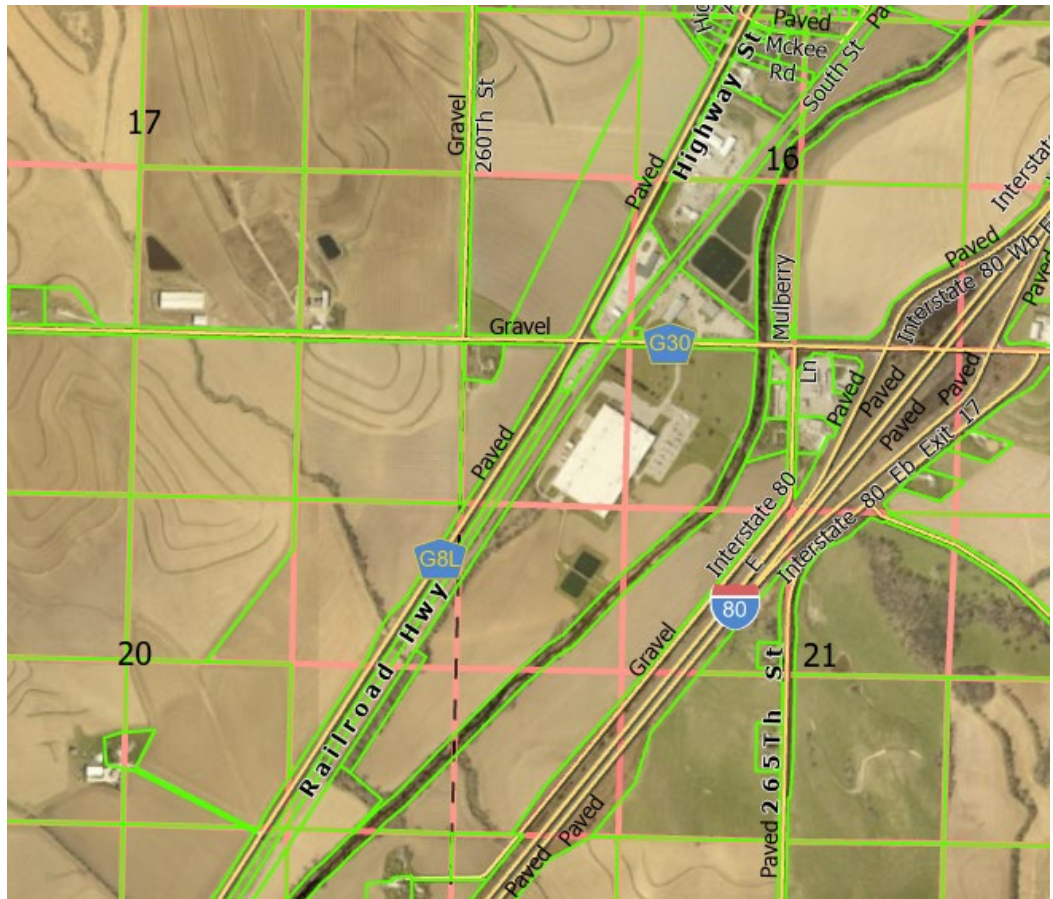
NEW CONSTRUCTION RENDERING:



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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	Midline Feed Underwood, JA <i>Private</i>	DEALER/SALESMAN Farmchen/Brian KSI/Doug	DATE 08/25/21	CHANGE LEVEL 03	VIEW TOP	DRAWING PAGE 03
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SITE & AREA REVIEW: The majority of the properties in the immediate area are agricultural ground, industrial and commercial businesses with few rural residential acreages. The property is in close proximity to I-80.



SITE REVIEW: The parcel is currently farm ground.



LAND USE PLAN: This proposed Zoning Map Amendment aligns with the Comprehensive and Land Use Plan.

URBAN TRANSITIONAL AREAS

Areas within ½ miles of Neola, Minden, Shelby, Avoca and Walnut form a band of transitional rural lands along the I-80 interstate and Highway 83 (Tamarack Road) corridors. Likewise a similar band of jurisdictions is formulated along the Highway 59 corridor including the communities of Hancock, Oakland, Carson and Macedonia. These urban transitional areas split the agricultural production area in half and logically provide services to the agricultural production area.

Lands within ½ miles of each of the cities should be the area of concentration for non-farm rural dwellings, and commercial and industrial uses that prefer not to or should not be located within the corporate limits of a city. Given the close proximity of municipal services, such as emergency medical, utilities, and other municipal facilities, the areas within two miles of each city are ideal locations for non-farm land use types.

Priorities for development in this region are as follows:

- Allow non-farm dwellings and subdivisions in highest concentrations of any of the future land use areas.
- Allow subdivisions as a permitted use within 2-miles of Council Bluffs and ½-mile of the other communities, when located on hard surfaced roads.
- Promote subdivisions with public or common water and/or sewer systems with minimum lot sizes of 2 acres, but decrease minimum to one acre when location is within one mile from the corporate limits.
- Require subdivision roads to be constructed to County Road Standards.
- Minor subdivisions, comprised of no more than 4 separate lots, can have direct-shared access onto hard surfaced roads beyond 2-miles of Council Bluffs and ½-mile of the other communities.
- Major subdivisions of 5 or more separate lots would require frontage roads or designated access roads that have direct access onto hard surfaced roads within 2-miles of Council Bluffs and ½-mile of the other communities.
- Promote commercial and industrial uses where proximity to urban services are readily available, as well as access to the highway corridors.

INDUSTRIAL AREAS

Future industrial usage is encouraged to locate in close proximity to major transportation routes within the 2-mile limit of Council Bluffs and ½-mile of each of the other communities or in specific rural areas such as along railroad or highway corridors. The types of industries that should be encouraged in these areas should include "light manufacturing" and "general industrial" types, such as high tech or agriculture related industries. These types of industries are typically clean and efficient in operation and provide varied classifications of employment opportunities.

ROADS & TRAFFIC: Access to the subject property is gained from Railroad Hwy, a paved county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 2,080 vehicles per day.

ZONING:

8.055.010 INTENT: The Class I-1 District is intended primarily to provide for those activities and used of a limited industrial nature which are either free of objectionable influences in their operations and appearance or which can, through the use of appropriate abatement devices, readily prevent or control any such objectionable be influences. Land requirements for most limited industrial uses generally dictates its application along major streets and highways, railroad lines, and other major transportation corridors of the County which generally lie close to commercial and industrial districts. (Ordinance #2015-05/12-18-2015)

8.055.020 PRINCIPAL USES: The following principal uses shall be permitted in a Class I-1 District: (Ordinance #81-6/10-01-81)

.06 F

A. Feed and seed sales and storage, including grain elevators. (Ordinance #81-6/10-01-81)

COMMISSION

RECOMMENDATION: On October 18, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of John Tiarks, as filed under Case #ZMA-2021-02, be approved as submitted.

Motion by: Leaders.

Second by: Larson.

Vote: Ayes – Leaders, B. Larson, Wede, Silkworth, R. Larson. Motion Carried.

Jeff Walton, Larry Klien, and Peter Baudhuin/DGR

**Regional Water Board Update on Pioneer Trail
waterline project.**

Other Business

David Bayer/Chief Information Officer

**Discussion and/or decision on Approval for CIO
to sign agreements with Great Plains
Communications for Internet Service.**



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

Order Details	
Customer	Pottawattamie County
Service Term	36 month(s)
Solution Name	Q-04428-Pottawattamie County -4th St Council Bluffs

Location: 600 S 4TH, COUNCIL BLUFFS, null 51503				
Product	Customer Description	Price	Quantity	Total Price
Standard Internet Access - 100 x 20 Mbps	Includes 1 static IP.	\$139.96	1	\$139.96

Monthly Recurring Charge	Non-Recurring Charge (due at install)	Upfront Charge (due upon signing)
\$139.96	\$0.00	\$0.00

NOTE: all prices are before applicable taxes, fees, and surcharges.

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary in the Service Agreement, in no event shall ETF be charged if Customer terminates this Service Order after the first 12 months of the Service Term.

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain’s affiliate listed below (“Provider”) and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider’s standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.	
Customer: Pottawattamie County	Provider: Netlink LLC
Sign:	Sign:
Print:	Print: Amy Duffy
Title:	Title: Account Executive
Date:	Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“Agreement”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“Provider”) to the party purchasing services (“Customer”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“MRC”), non-recurring charges (“NRC”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee (“ETF”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Intentionally Deleted.**
11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Iowa, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION					
Business Legal Name: Pottawattamie County					
Business Type and State (e.g. Nebraska corporation): Iowa County Government					
Owner/Account Holder: David Bayer					
Phone: 712.328.4882					
Email: david.bayer@pottcounty-ia.gov					
Service Address: <u>600 S 4TH, COUNCIL BLUFFS, IA 51503</u>					
Is the Service Address within city limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Do you own the property (land and building)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>				
Property Manager contact information (if applicable):					
Billing Address:					
EXISTING CUSTOMER INFORMATION ONLY					
Current GPC Account #:					
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement <input type="checkbox"/> Separate Statement				
TAX INFORMATION					
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>				
ACCOUNT PASSWORDS AND SECURITY					
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>					
CPNI Contact: David Bayer					
CPNI Phone: 712.328.4882					
CPNI Email: david.bayer@pottcounty-ia.gov					
Account Password:					
Password Hint:					
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>					
4-digit PIN:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td></tr></table>				
TECHNICAL CONTACT					
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>					



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

Order Details	
Customer	Pottawattamie County
Service Term	48 month(s)
Solution Name	Q-04348-Pottawattamie County -Omaha location

Location: 1819 FARNAM ST, OMAHA, NE 68102				
Product	Customer Description	Price	Quantity	Total Price
Direct Internet Access - 100 Mbps	Dedicated Internet Access (DIA) is a premium symmetrical internet service that is fully redundant across GPC IP core.	\$561.75	1	\$561.75
IP Addresses - /29 Block	/29 - 8 IPs - 3 Usable IP	\$8.00	1	\$8.00

Monthly Recurring Charge	Non-Recurring Charge (due at install)	Upfront Charge (due upon signing)
\$569.75	\$0.00	\$0.00

NOTE: all prices are before applicable taxes, fees, and surcharges.

SPECIAL TERMS AND CONDITIONS

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain’s affiliate listed below (“Provider”) and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider’s standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.

Customer: Pottawattamie County	Provider: Netlink LLC
Sign:	Sign:
Print:	Print: Amy Duffy
Title:	Title: Account Executive
Date:	Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“Agreement”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“Provider”) to the party purchasing services (“Customer”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“MRC”), non-recurring charges (“NRC”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee (“ETF”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Intentionally Deleted.**
11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Iowa, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION		
Business Legal Name: Pottawattamie County		
Business Type and State (e.g. Nebraska corporation): Iowa County Government		
Owner/Account Holder: David Bayer		
Phone: : 712.328.4882		
Email: david.bayer@pottcounty-ia.gov		
Service Address: 1819 FARNAM ST, OMAHA, NE 68102		
Is the Service Address within city limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own the property (land and building)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (if applicable):		
Billing Address:		

EXISTING CUSTOMER INFORMATION ONLY		
Current GPC Account #:		
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement	<input type="checkbox"/> Separate Statement

TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>

ACCOUNT PASSWORDS AND SECURITY			
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>			
CPNI Contact: David Bayer			
CPNI Phone: 712.328.4882			
CPNI Email: david.bayer@pottcounty-ia.gov			
Account Password:			
Password Hint:			
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>			
4-digit PIN:	<input type="text"/>	<input type="text"/>	<input type="text"/>

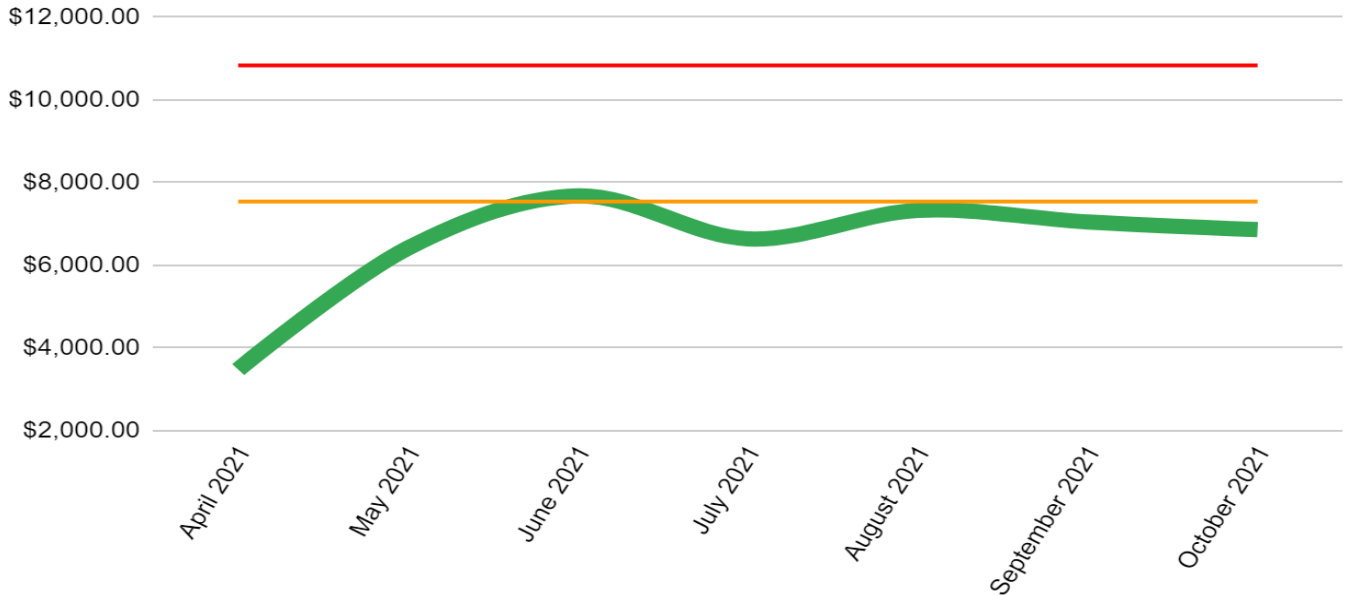
TECHNICAL CONTACT			
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>			

David Bayer/Chief Information Officer

**Board update on Managed Print Services
Contract.**

Bishop Billing 7 months in...

■ Actual Billing
 ■ October 2020 Printing Leases & Printer Expenses
 ■ Bishop Quote (November 2020)



	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021
Actual Billing	\$3,482.96	\$6,420.64	\$7,684.34	\$6,642.23	\$7,331.31	\$7,051.87	\$6,864.92
Printing Leases & Printer Expenses (from October 2020)	\$10,836.86	\$10,836.86	\$10,836.86	\$10,836.86	\$10,836.86	\$10,836.86	\$10,836.86
Bishop Quote (from November 2020)	\$7,546.68	\$7,546.68	\$7,546.68	\$7,546.68	\$7,546.68	\$7,546.68	\$7,546.68
Savings	\$7,353.90	\$4,416.22	\$3,152.52	\$4,194.63	\$3,505.55	\$3,784.99	\$3,971.94

Discussion and/or decision to approve and authorize Board to sign Resolution No. 112-2021 entitled:

RESOLUTION PROVIDING FOR THE AMENDMENT OF THE ARTICLES OF AGREEMENT WHICH FORMED THE WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

RESOLUTION NO. 112-2021

RESOLUTION PROVIDING FOR THE AMENDMENT OF THE ARTICLES OF AGREEMENT WHICH FORMED THE WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, Pottawattamie County previously signed a resolution to approve the Articles of Agreement creating the Workforce Development Chief Elected Official Consortium (CEO) together with 17 other counties in western and southwestern Iowa, known as the “Western Iowa Workforce Development Area” or WIWDA; and,

WHEREAS, a quorum of the CEO has been difficult to meet, hindering the ability of the CEO to conduct business and provide for smooth operation of the WIWDA; and,

WHEREAS, at their September, 2021 meeting the CEO discussed proposing to the member counties an amendment to the Articles of Agreement to reduce the required quorum from a supermajority (three-fifths or 11 members) to having a minimum of seven members (one-third + 1).

NOW, THEREFORE BE IT RESOLVED by the Pottawattamie County Board of Supervisors that it does hereby agree to amend Article 5C of the Articles of Agreement which formed the WIWDA Chief Elected Official Consortium to read as follows:

- C. A quorum of the member counties is required to conduct a meeting. A quorum is defined as one plus one-third of the members.

Dated this 2nd Day of November, 2021.

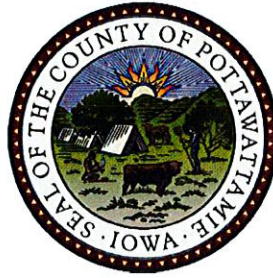
ROLL CALL VOTE

	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	<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

Received/Filed

MELVYN J HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
 PO BOX 649
 COUNCIL BLUFFS, IOWA 51502-0649



Pottawattamie County Payroll Department
 Phone: 712-328-5700 Option 6
 Internal Extension: 3015 or 3027
 SECURE Fax: 712-328-4781

EMPLOYEE PAYROLL STATUS CHANGE

Name	Last <i>Ausdemore</i>	First <i>Heather</i>	MI <i>A</i>
Department	<i>Treasurer</i>		

	Current	New
Step & Grade		
Hourly Rate	<i>34.674691</i>	<i>36.869157</i>
Longevity	<i>1,10</i>	
Shift Differential	<i>Fin Supervisor</i>	<i>1st Deputy</i>
Total	\$ 0.000000	\$ 0.000000
Job Title	<i>1st Deputy</i>	
Budget Line Item Number	<i>0001-03-9020-000-10002-000</i>	

Check Boxes that are appropriate for Employee Status:

<input checked="" type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Seasonal	<input type="checkbox"/> Temporary
<input type="checkbox"/> Exempt	<input type="checkbox"/> Non-Exempt		
<input type="checkbox"/> Union	<input type="checkbox"/> Non-Union		

Reason for change	<i>promotion</i>
Effective Date	<i>10/26/21</i>
Job Classification Date	<i>10-26/21</i>
Hire Date	<i>7-14-97</i>

Sen A Voss *10/26/21*
 Elected Official/Department Head Signature Date

Office of No 042067
Pottawattamie County Treasurer

10/22/21 for September
 Date 2021

Received from Pottawattamie County
Sheriff's office

Payor Pottawattamie County Sheriff's
Office

Amount Fifty Nine Thousand One Hundred
Twelve dollars & 81/100 - \$ 59,112.81

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 10/22/21

September 1, 2021		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$4,825.00	Weapon Permits	0001-1-05-1060-441000-000
\$54,287.81	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$59,112.81	Total Deposit	
	\$24,837.56	total check #221106
	\$34,275.25	total check #221107
	\$59,112.81	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for


09/01/2021 - 09/30/2021

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 09/01/2021 - 09/30/2021.

Disbursements:

Paid to Others:	
State - Weapon Permit Amount	1,140.00
Refunds; Publication; Sales; Com	218,579.34
Subtotal	<u>219,719.34</u>
Paid to Treasurer:	
Service Fees - Notary Fees; Copy Fees	40,110.04
Postage	3,925.21
Transport - Officer Expenses	5,581.74
Mileage Amount	4,042.89
Report Amount	137.93
County - Weapon Permit Amount	4,825.00
Other - Subpoena	490.00
Subtotal	<u>59,112.81</u>
Total	<u><u>278,832.15</u></u>

The above information is respectfully submitted on 10/21/2021



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

09/01/2021 - 09/30/2021

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 09/01/2021 - 09/30/2021.

Receipts:

Service Fees - Notary Fees; Copy Fees	39,167.23
Postage	3,837.03
Transport - Officer Expenses	5,581.74
Mileage Amount	4,097.89
Report Amount	137.93
County - Weapon Permit Amount	4,500.00
State - Weapon Permit Amount	1,045.00
Refunds; Publication; Sales; Com	227,213.90
Other - Subpoena	490.00
Unapplied	-160.00
Total	285,910.72

The above information is respectfully submitted on 10/21/2021



Andy Brown
Pottawattamie County, IA

Closed Session