

Consent Agenda

September 13, 2022

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. September 6, 2022, Minutes as read.
- B. Buildings and Grounds – Employment of Jeffery Ohlinger as a Jail Maintenance Worker II.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open Public Hearing on Ordinance No. 2022-04, an ordinance to amend Chapter 3.50 “Animal Care and Control” of the Pottawattamie County, Iowa Code; and setting date of Second Consideration.

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

Mary Stanley, 23996 Dogwood, appeared before the Board to speak in support of chickens.

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

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

Motion by Schultz, second by Shea, to approve First Consideration of **Ordinance No. 2022-04**, an ordinance to amend Chapter 3.50 “Animal Care and Control” of the Pottawattamie County, Iowa Code; and setting date of Second Consideration for September 20, 2022.

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

Motion by Shea, second by Belt, to open Public Hearing on Ordinance No. 2022-05, an ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code; and setting date of Second Consideration.

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

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

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

Motion by Shea, second by Schultz, to approve First Consideration of **Ordinance No. 2022-05** an ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code; and setting date of Second Consideration for September 20, 2022.

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

Motion by Belt, second by Schultz, to approve Tax abatement for Myrtue Medical Center for property located at 510 N Elm St, Avoca (Parcel No. 773909332009).

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Belt, to approve tax abatement for County owned property located at 17026 Snowhill Ln (Parcel No. 764411400004), 17019 Snowhill Ln (Parcel No. 764412300008), and 17034 Snowhill Ln (Parcel No. 764412300006), Crescent.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Belt, to approve payment of taxes for County owned properties and drainage, totaling \$744.00.

UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Discussion was held by the Board with the City of Crescent, Walnut and Neola regarding small town needs. Discussion only. No action taken.

After discussion was held by the Board, a motion was made by Schultz, second by Shea, to approve the hiring of GIS Analyst II at a step 3 of the paygrade.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve Job Description of Snow Sports School Coordinator and Snowmaking Team Lead, and the posting of said positions.
UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

- A. Salary Action(s):
- 1) SWI Juvenile Detention Center – Employment of Sean Sahl and Jacob Muller as a part time Youth Corrections Worker.
 - 2) Sheriff– Payroll status change for Nick Amdor.
 - 3) Public Health – Payroll status change for Alexander McGee.
- B. Reports:
- 1) Recorder fee Book for August 2022.

5. PUBLIC COMMENTS

Gene McShannon appeared before the Board about Equestrian Trails on Ski hills.

6. CLOSED SESSION

Motion by Schultz, second by Shea, to go into Closed Session pursuant Iowa Code 20.17(3) for discussion and/or decision on labor negotiations/collective bargaining matters.

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

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

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

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:50 P.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: September 20, 2022

PUBLISH: X

Scheduled Sessions

Kristi Everett/Election Deputy, Auditor's Office

**Canvass of Lewis Central Election, and to
authorize Auditor to pay election costs.**

**Matt Wyant/Director, Planning and
Development and/or Pam
Kalstrup/Coordinator, Zoning & Land Use,
Planning and Development**

Second Consideration of Ordinance No. 2022-04, an ordinance to amend Chapter 3.50 “Animal Care and Control” of the Pottawattamie Conty, Iowa, Code; and to adopt said Ordinance No. 2022-04 into law.

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
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Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Ordinance #2022-04

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2022-04**

AN ORDINANCE to amend the following in Chapter 3.50, of Pottawattamie County, Iowa Animal Care and Control Ordinance:

1. 3.50.005.23 Amend boarding to kennel to commercial kennel and amend Chapter 162.8 of the Code of Iowa to Zoning Ordinance of Pottawattamie County, Iowa.
2. 3.50.005.25 Add “excluding urban chickens (refer to section 3.50.035)
3. 3.50.005.32 Add “PASTURE: Land in the rear yard (as defined in Section 8.002.260.02 of the Pottawattamie County, Iowa Zoning Ordinance) covered with grass and other low plants suitable for grazing animals.”
4. 3.50.006.07 Delete “The fee for this procedure shall be as set forth in the schedule of fees (\$20.00)”
5. 3.50.007.09 Amend license to permit and by this Chapter to Chapter 8 – Pottawattamie County, IA Zoning Ordinance.
6. Add Section 3.50.035 Urban Chickens.

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

SECTION 1 - REPEAL OF CONFLICTING ORDINANCES: That section 3.50.005.23 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 2 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.005.23:

3.50.005.23 KENNEL: Any ‘commercial kennel’, as defined in Chapter 8 of the Zoning Ordinance of Pottawattamie County, Iowa.

SECTION 3 - REPEAL OF CONFLICTING ORDINANCES: That section 3.50.005.25 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 4 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.005.25:

3.50.005.25 LIVESTOCK: Farm animals, such as beef cattle, dairy cows, sheep, hogs, chickens and turkeys, excluding urban chickens (refer to section 3.50.035).

SECTION 5 - REPEAL OF CONFLICTING ORDINANCES: That section 3.50.005.32 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 6 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.005.32:

3.50.005.32 PASTURE: Land in the rear yard (as defined in Section 8.002.260.02 of the Pottawattamie County, Iowa Zoning Ordinance) covered with grass and other low plants suitable for grazing animals.

SECTION 7 - REPEAL OF CONFLICTING ORDINANCES: That section 3.50.006.07 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the

provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 8 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.006.07:

3.50.006.07 Any dog that has been impounded by the County shall have an identifying microchip inserted under its skin at its owner/custodian's expense prior to being released to the owner/custodian.

SECTION 9 - REPEAL OF CONFLICTING ORDINANCES: That section 3.50.007.09 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 10 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.007.09:

3.50.007.09 NUMBER RESTRICTED: It is unlawful for any person to own, keep or harbor at anytime more than four (4) dogs under this Chapter without the appropriate permitting, or as otherwise provided for by Chapter 8 – Pottawattamie County, IA Zoning Ordinance.

SECTION 11 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.50.035:

3.50.035 URBAN CHICKENS:

.01 Notwithstanding the provisions of this section, the keeping of domestic chickens (members of the subspecies of *Gallus gallus domesticus*) shall be permitted on properties with a single-family dwelling that have less than one acre of pasture and/or are in the R-3 (Urban Residential) Zoning District, so long as such keeping is in strict compliance with this subsection and all other applicable County ordinances unless, despite compliance with the following, the presence of any particular chickens endangers the health, safety, peace, quiet, comfort, enjoyment of, or otherwise becomes a public nuisance to nearby residents or occupants or places of business.

- A. No person shall keep chickens inside a single-family dwelling unit.
- B. A tenant must obtain the landlord's written permission to keep chickens, which shall be submitted as part of the application for a permit.
- C. Chickens must be confined in a coop or fowl house not less than 18 inches in height or, in the alternative, within a fenced pen area. Chickens must be kept within the coop, the fowl house, or the fenced pen area at all times unless removed for a temporary time for cleaning or for the safety of the chicken. Chickens must be housed in the coop from dusk until dawn.
- D. The coop, the fowl house, or the fenced pen area shall be located in the rear yard only (as defined in Section 8.002.260.02 of the Pottawattamie County, Iowa Zoning Ordinance), must be of such a design to be reasonably expected to prevent entry by dogs, cats, or other animals, shall be completely enclosed (except fenced pen area), shall be well maintained, and shall be well drained so there is no accumulation of moisture.
- E. The materials used in making a coop or fowl house (stationary or mobile) shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using

the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited.

- F. Any coop, fowl house, or fenced pen area shall be kept clean, sanitary and free from accumulation of chicken excrement and objectionable odors. All droppings and body excretions shall be either placed in fly-proof containers and double-bagged in plastic bags or, in the alternative, used as fertilizer on the same property so long as the droppings and body excretions are spread and incorporated into the soil within twenty-four (24) hours.
 - G. Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land. Noise from chickens shall not to disturb persons on adjoining properties or beyond based on an objective or reasonable person standard.
 - H. All chicken feed shall be stored in rodent-proof containers.
 - I. No more than twelve (12) chickens shall be kept or maintained per property.
 - J. All chickens shall have wings clipped at any given time so as to eliminate the possibility of flight from the permittee' s property.
 - K. All such chickens must be hens; no roosters are permitted.
 - L. The County shall not be liable for injury or death of chickens caused by dogs, cats, or other animals, domestic or wild, whether such animals are licensed by the County or not. Further, injury or death of a chicken caused by an animal is not, in and of itself, sufficient grounds for Animal Control to determine that the animal is a dangerous/vicious animal pursuant to Section 3.50.010. Any dead chicken, not caused by slaughtering, shall be disposed of immediately upon discovering in a manner so as not to cause a nuisance pursuant to Chapter 8, Zoning Ordinance.
 - M. Any slaughter of chickens not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.
- .02 No person shall keep any chickens unless they possess a Pottawattamie County, Iowa Urban Chicken (Hen) Permit issued by Animal Control.
- A. Animal Control shall provide an application form upon request, which shall include consent forms for landlords.
 - B. The fees and associated costs shall be set by resolution.
 - C. Permits will be granted for one (1) year valid from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31.
 - D. The applicant shall successfully complete an approved class in raising chickens in an urban setting prior to being issued a permit. Animal Control shall maintain a current list of such approved classes.
 - E. By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the County or its agents have the right to go onto permittee's property any time and without prior notice for the limited purpose of inspection of the premises to ensure that all applicable conditions have been met.
 - F. Within thirty (30) days after the expiration of any permit, the permittee shall apply for and secure a renewal of the permit in the manner provided for in this chapter. Failure to renew a permit within the time herein provided shall result in a delinquent fee, in addition to the regular permit fee, as set by the Pottawattamie County, Iowa Board of Supervisors. All applicants shall be furnished with permit rules and regulations at the time the application is made.
 - G. The permit is a limited license for the activity, and no vested zoning rights arise from the permit being issued.
 - H. The permit does not run with the land. Private restrictions on the use of the property shall remain enforceable and shall supersede the permit.

The private restrictions include, but are not limited to, deed restrictions, neighborhood association bylaws, covenants and restrictions, and rental agreements. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of chickens is void.

- .03 In the event that an applicant or permittee does not fully and strictly comply with the requirements of this section, the application may be denied or the permit may be revoked. If an application is denied or a permit is revoked, the applicant or permittee shall be so informed in writing and also informed of the right to appeal said decision.
 - A. In any instance where Animal Control has denied, revoked, suspended, or not renewed a permit, the applicant or permit holder may appeal the decision to the Pottawattamie County, Iowa Board of Health within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision.
 - B. When an application for a permit is denied or when a permit is revoked:
 - 1. The applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation unless the denial or revocation is due to administrative reasons only, as determined by Animal Control.
 - 2. Any chicken(s) shall be removed immediately.
 - 3. Any coop, fowl house, fencing or other structures shall be removed within ten (10) days of the date of the permit being denied or revoked.
 - C. Animal Control shall issue a permit within 7 to 10 working days from receipt of application.

SECTION 12 - 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 13 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 14 - 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
_____ Tim Wichman, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Scott Belt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Lynn Grobe	<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"/>
_____ Brian Shea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



NOTICE OF PUBLIC HEARING PUBLISHED:	September 8, 2022
BOARD OF SUPERVISORS PUBLIC HEARING:	September 13, 2022
FIRST CONSIDERATION:	September 13, 2022
SECOND CONSIDERATION:	September 20, 2022
PUBLICATION:	September 29, 2022
RECORD:	September 30, 2022

**Matt Wyant/Director, Planning and
Development and/or Pam
Kalstrup/Coordinator, Zoning & Land Use,
Planning and Development**

Second Consideration of Ordinance No. 2022-05, an ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie Conty, Iowa, Code; and to adopt said Ordinance No. 2022-05 into law.

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

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Document Title:

Pottawattamie County
Ordinance #2022-05

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2022-05**

AN ORDINANCE to amend the following in Chapter 8, of Pottawattamie County, Iowa Zoning Ordinance:

1. 8.004.085.15 Add “to include corrals and other portable structures”
2. 8.004.085.15 Remove “and other structures”
3. 8.004.085.15 Add “Notwithstanding the provisions of this section, the keeping of domestic chickens (members of the subspecies of *Gallus gallus domesticus*) shall be permitted on properties with a single-family dwelling that have less than one acre of pasture and/or are in the R-3 (Urban Residential) Zoning District, so long as such keeping is in strict compliance with this subsection and all other applicable County ordinances unless , despite compliance with the following , the presence of any particular chickens endangers the health, safety, peace , quiet , comfort, enjoyment of, or otherwise becomes a public nuisance to nearby residents or occupants or places of business.”

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

SECTION 1 - REPEAL OF CONFLICTING ORDINANCES: That section 8.004.085.15 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 2 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.085.15:

8.004.085.15 *Private stables* and other *structures* for raising and keeping animals and fowl, provided that not more than one (1) *animal unit* per acre of pasture shall be permitted and further provided that no such *structure* (to include corrals and other similar portable structures) shall be located closer than fifty (50) feet to any property line, nor shall the animals be kept or pastured closer than twenty-five (25) feet to any *dwelling* on the site. The area devoted to such uses shall be kept in a clean and sanitary condition, and shall be maintained so as drainage will not affect the health and safety of adjacent property owners. Private stables shall not be permitted in the R-3 and R-5 Districts. Notwithstanding the provisions of this section, the keeping of domestic chickens (members of the subspecies of *Gallus gallus domesticus*) shall be permitted on properties with a single-family dwelling that have less than one acre of pasture and/or are in the R-3 (Urban Residential) Zoning District, so long as such keeping is in strict compliance with this subsection and all other applicable County ordinances unless , despite compliance with the following , the presence of any particular chickens endangers the health, safety, peace , quiet , comfort, enjoyment of, or otherwise becomes a public nuisance to nearby residents or occupants or places of business.

SECTION 3 - 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 4 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

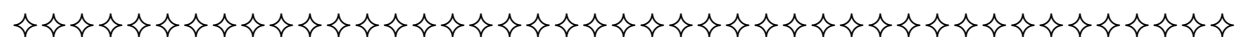
SECTION 5 - EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED .

ROLL CALL VOTE

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

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



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**Matt Wyant/Director, Planning and
Development and/or Pam
Kalstrup/Coordinator, Zoning & Land Use,
Planning and Development**

Discussion and/or decision to add Urban
Chicken (Hen) Permit and Urban Chicken
(Hen) Yearly Renewal Permit and sign
Resolution No. 63-2022 to amend County
Code Chapter 1.5, Schedule of Fees.

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
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Document Title:

Pottawattamie County
Schedule Of Fees
Resolution No. 63-2022

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. 63-2022
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.

County Code Chapter 3.50-Animal Control Description of License, Fee or Permit	Charges
Any animal	\$ 8.00
Unspayed female or unneutered male	\$ 22.00
Urban Chicken (Hen) Permit	?
Urban Chicken (Hen) Yearly Renewal Permit	?

County Code Chapter 3.55-Sexually Oriented Businesses Description of License, Fee or Permit	Charges
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

County Code Chapter 5.50-Onsite Wastewater Treatment and Disposal Systems Description of License, Fee or Permit	Charges
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)	75%*
*50% of septic permit fee if multiple permits applied for at the same time	
Time of Transfer Waiver Agreement	\$150.00

County Code Chapter 5.60-Private Water Well Description of License, Fee or Permit	Charges
Well Permit	\$ 120.00
Well Pre-Installation Site Inspection	\$ 60.00
Well Variance	\$ 120.00
Site Evaluation Fee (% of Permit Fee)	75%*
*50% of the well permit fee if multiple permits are applied for at the same time	
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

County Code Chapter 5.05-Local Siting Description of License, Fee or Permit	Charges
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

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

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

County Code Title 8-Zoning Ordinance Description of License, Fee or Permit	Charges
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)	75%*
*50% of the zoning permit fee if multiple permits are applied for at the same time	
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

County Code Title 9-Subdivision Ordinance Description of License, Fee or Permit	Charges
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 st 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 ½ 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 ²)	\$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 ²)	\$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: 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>	\$7.25
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 PERMIT 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 (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW).	\$37.25
	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 or 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 ins of cleanup work, per hour (minimum charge-two hours)	\$75.00*
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GRADING PERMIT FEES

Permit Issuance

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

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

Tim Wichman, Chairman

Scott Belt

Lynn Grobe

Justin Schultz

Brian Shea

Attest: _____

Melvyn Houser, County Auditor
Pottawattamie County, Iowa

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

Update to the Board on Regionalization of
Public Health Services by Iowa Department
of Health and Human Services (DPH).

Jason Slack/Director, Buildings
and Grounds and Rick
Kmiecik/President, Optimized
Systems

**Discussion and/or decision to approve and authorize
Board to sign proposal for Independent Third-Party
Commission on Three Courthouse Projects Pertaining to
the HVAC upgrades.**



Optimized Systems
1313 Cuming Street 402.513.1414
Suite 200 800.413.1401
Omaha, NE 68102 optimized-systems.com

Proposal

September 2, 2022

Jason Slack
Building and Grounds Director
Pottawattamie County
227 South 6th Street
Council Bluffs, IA 51501

Re: Proposal for Third-Party Commissioning Services
Sub: Pottawattamie County Courthouse Projects
Council Bluffs, IA
Ref: Proposal No. 22-196

Dear Jason:

Optimized Systems is pleased to offer this proposal for third-party commissioning (Cx) services for the above referenced project.

RELATED DOCUMENTS AND INFORMATION

This proposal and fees are based on the following documents and informational references provided by Pottawattamie County (Client) and are referred to hereafter as the "Project Documents". This proposal is a complete turn-key proposal for all three phases of construction.

Retro-Cx Courthouse Renovation:

- Drawings from ETI dated 4-24-20
- Specifications from ETI dated March 2020

Courthouse AHU Replacement Project:

- ETI Drawings dated February 3, 2022
- ETI Specifications dated February 2022

Courthouse Addition:

- ETI Drawings dated March 2021
- ETI Specifications dated March 2021

PROPOSED SCOPE OF WORK

Optimized Systems (OS) proposes to provide Client all labor, tools, instruments, equipment, supplies, travel and professional services necessary to perform third-party commissioning services for the above referenced project as described herein.

MINIMIZING ENERGY COSTS. MAXIMIZING OCCUPANT COMFORT.

AFFECTED EQUIPMENT

OS' proposed Cx services apply to the mechanical equipment and components identified below, as well as related components essential to the operation of the listed equipment, collectively referred to herein as "Affected Equipment".

Retro-Cx Courthouse Renovation:

- (2) Air Handling Units
- (1) Roof Top Unit
- (32) VAV boxes with reheat
- Chilled water system including chiller, pumps and ancillary equipment
- Hot water system including boilers, pumps and ancillary equipment
- (4) Exhaust Fans
- Domestic Hot Water System including softeners
- (1) Computer Room Air Conditioning Unit
- Associated BMS Controls

Courthouse AHU Replacement Project:

- (6) Air Handling Units
- Modular Heat Recovery System including two modules associated pumps and ancillary equipment
- (32) VAV boxes with reheat
- (1) Exhaust Fan
- (1) Fan Coil Unit
- Associated BMS controls

Courthouse Addition:

- (3) Air Handling Units
- (15) VAV boxes with reheat
- Chilled water system including chiller, pumps and ancillary equipment
- Hot water system including boilers, pumps and ancillary equipment
- (1) Computer Room Air Conditioning unit
- Snow melt system including pumps, heat exchanger and ancillary equipment
- Radiant floor system including pumps and ancillary equipment
- (2) Exhaust Fans
- (4) Fan Coil Units
- Associated BMS Controls

PROPOSED COMMISSIONING SERVICES

OS proposes to plan, coordinate, lead, manage, track, report and perform all commissioning roles, responsibilities and duties necessary for the successful commissioning of Affected Equipment. Pursuant to its commissioning role, OS will:

- **Meetings.** Attend relevant construction meetings and communicate with Client as needed.
- **Coordination.** Plan, schedule and coordinate all commissioning-related activities with the design and construction team, as well as trade contractors subject to commissioning, as needed.
- **Commissioning Management Software.** Utilize Cx Alloy software for managing, documenting, and reporting commissioning activities, including identified deficiencies and deficiencies resolutions.
- **Design Review.** Conduct design reviews, including controls design, as needed; submit written comments as warranted. Written comments shall be submitted to Client as warranted and directed. Design review comments are not posted to Cx Alloy.
- **Shop Drawings.** Perform shop drawing and control drawing reviews; submit written comments as warranted. Shop drawing review comments are not posted to Cx Alloy.
- **Construction Observations.** Conduct onsite observations during construction as warranted.
- **BAS Review.** Conduct a technical review of the Building Automation System (BAS) to verify that installation and configuration is in accordance with the project design intent, including:
 - Review of the controls drawings and installation documentation
 - Verification of the sequence of operations
 - Verification that controls programming is correct
- **Functional Performance Testing.** OS will self-perform functional and performance verification testing on Affected Equipment in accordance with industry and manufacturers' protocols. Testing will be managed, tracked, recorded and reported in Cx Alloy, including the status of any deficiencies that are identified and timelines for resolution. By self-performing the testing, including the operation of the equipment during testing, the testing process is more authentically third-party. OS will provide recommendations for deficiencies resolution as warranted.
- **Seasonal Testing.** Return to the building during alternate seasons to perform additional functional and performance testing to account for seasonal variations in operations. Any deficiencies identified will be documented and appropriate subcontractors will be contacted for resolution.
- **RFI Review.** Review requests for information (RFIs) and change orders for impact on the commissioning and Client's objectives, upon request.
- **Final Report.** Provide a Final Report of the commissioning processes and their outcomes.
- **Technical Consulting.** Provide Client with technical consulting as needed throughout the project to evaluate mechanical system problems and/or deficiencies encountered during the commissioning processes and provide recommendations for solutions.

CLARIFICATIONS AND QUALIFICATIONS

Proposed fee is based on and subject to the following clarifications and qualifications:

- OS is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating and construction management. OS may assist with problem-solving or resolving non-conformance or deficiencies but, ultimately, responsibility for resolution of deficiencies and non-conformance resides with the building contractors and the design team.

MINIMIZING ENERGY COSTS. MAXIMIZING OCCUPANT COMFORT.

ACCEPTANCE

Optimized Systems, LLC



Rick Kmiecik, PE
President

9/2/2022
Date

Pottawattamie County

The above hereby accepts this proposal as presented herein.

By Signature

Printed

Date

Jason Slack/Director, Buildings and Grounds

**Discussion and/or decision to approve and authorize
Board to sign CO #5, Contract Adjustment for Approved
Change Order.**



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Pottawattamie County Courthouse Addition 227 South 6th Street, Council Bluffs, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: May 04, 2021	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: September 12, 2022
OWNER: <i>(Name and address)</i> Pottawattamie County Board of Supervisors 227 South 6th Street Council Bluffs, Iowa 51501	ARCHITECT: <i>(Name and address)</i> HGM Associates Inc. 640 5th Avenue Council Bluffs, Iowa 51501	CONTRACTOR: <i>(Name and address)</i> Meco-Henne Contracting, Inc. 4140 South 87th Street

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.)



#4	RFI #21 DX CRAC Unit Condenser Location Credit	-\$ 4,560.00
#7.1	ASI #8 - Delete Door 154 (rev)	-\$ 911.00
#8	ASI #9 - Concrete Remove & Replace	\$ 98,458.00
#9	ASI #39 - RTU Steel Supports	\$ 4,647.00

The original Contract Sum was	\$ 5,525,000.00
The net change by previously authorized Change Orders	\$ 119,773.03
The Contract Sum prior to this Change Order was	\$ 5,644,773.03
The Contract Sum will be increased by this Change Order in the amount of	\$ 97,634.00
The new Contract Sum including this Change Order will be	\$ 5,742,407.03

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Kimberly A. Bogatz, AIA, LEED AP BD+C	Jon Henne, Vice-President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
September 12, 2022	September 12, 2022	
DATE	DATE	DATE

	Change Request #	Change Order #	Description	Approved Construction Driven	Approved Owner Driven	Material Cost Increase	Change Order Total	Change Requests Denied
	no CR	1	CO #1 for Time Extension Only				\$0.00	
C	1	2	Steel Increases			\$75,845.00		
			CO #2				\$75,845.00	
C	2	3	Master Schedule Modifications					
			CO #3 for Time Extension Only				\$0.00	
C	3	n/a	ASI #7 Chiller & Heat Piping					\$5,937.00
C	5R	4	Roofing Material Price Increase-REVISED			\$43,928.03		
			CO #4				\$43,928.03	
O	4		RFI #21 DX CRAC Unit Condenser Location Credit		-\$4,560.00			
O	6	n/a	ASI #1 - Addl Site Signing & Striping					\$1,007.00
O	7.1		ASI #8 - Delete Door 154 (rev)		-\$911.00			
O	8		ASI #9 - Concrete Remove & Replace		\$98,458.00			
C	9		ASI #39 - RTU Steel Supports	\$4,647.00				
			CO #5 (AIA Change Order to be issued)				\$97,634.00	
			TOTALS:	\$ 4,647.00	\$ 92,987.00	\$ 119,773.03	\$217,407.03	\$ 6,944.00

Other Business

David Bayer/Chief Information **Officer**

**Discussion and/or decision on approval of quote for
Microsoft 365 3-year licensing.**

QUOTE

4341030000023223034

IT SHERPA Jessa Erickson
EMAIL jessa.erickson@thinkspaceit.com
PHONE (844) 576-2555
VALID UNTIL Sep 30, 2022
PROJECT 3-Year 365 Licensing

BILL TO
Pottawattamie County IT
Pottawattamie County IT
227 S 6th Street
Council Bluffs, IA 51501
(712) 328-4882

SHIP TO
Pottawattamie County IT
Pottawattamie County IT
227 S 6th Street
Council Bluffs, IA, 51501
(712) 328-4882

ITEM DESCRIPTION	LIST PRICE	QTY	DISCOUNT	AMOUNT
Microsoft Exchange Online Plan 1 for GCC	\$ 47.52	23	\$ 0.00	\$ 1,092.96
Microsoft Office 365 GCC G1	\$ 95.04	95	\$ 0.00	\$ 9,028.80
Microsoft Office 365 GCC G3	\$ 245.80	399	\$ 0.00	\$ 98,074.20
Total IT Management Data Secure [Microsoft 365] Includes backups of Exchange Online, SharePoint Online and OneDrive for Business	\$ 30.00	517	\$ 0.00	\$ 15,510.00
SUB TOTAL				\$ 123,705.96
RECURRING FEE(S)				\$ 10,308.83
ONE-TIME FEE(S)				\$ 0.00
TAX				\$ 0.00
GRAND TOTAL				\$ 123,705.96

STATEMENT OF WORK

Annual licensing - will lock you and the per user/per month pricing in to a 3-year commitment.

This quote is based on current Pottawattamie County user counts. If the user count changes in a given month, adjustments to the bill will happen in arrears.

Customer billing frequency : Annually at listed cost OR a 2% discount will be given if paid 3-Years up front.

TERMS & CONDITIONS

Quotes are valid for thirty (30) days from the issue date unless otherwise specified. Product specifications and availability are subject to change without notice. Unless otherwise stated, all quotes are in US Dollars (\$).

Invoicing | Quotes with hardware costs over \$10,000 will require a down payment in the amount of the hardware upon acceptance. All other quotes - parts will be billed upon receipt by Customer and labor will be billed upon completion of work requested unless otherwise specified in writing by management.

365 License Level	User Count	Per User, Per Month Cost		Increase
		Current	New 3-Year	
EOP	23	\$3.60	\$3.96	10%
G1	95	\$7.20	\$7.92	10%
G3	399	\$18.00	\$20.48	14%
Backup	517	\$2.00	\$2.50	25%
		\$107,793.60	\$123,705.96	15%

David Bayer/Chief Information **Officer**

**Discussion and/or decision to approve and authorize
Board Chairman to sign Cox agreement for Phone and
Internet service .**



Commercial Services Agreement
9/13/2022

Cox Account Rep:	Greg Ward	Cox System Address
Phone Number:	(402) 934-1157	11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	POTTAWATTAMIE COUNTY	Full Name:	David Bayer
Street Address:	227 S 6th St	Billing Telephone:	(712) 328-5600
City/State/Zip:	Council Bluffs, IA 51501	Fax:	
Billing Address:	227 S 6TH ST	Contact Number:	(712) 328-4882
City/State/Zip:	COUNCIL BLUFFS, 51501 IA	Email:	david.bayer@pottcounty-ia.gov
Cox Account #:	132-24397602,132-35251101,132-50163401,132-37575301,132-35164601,132-35826102		

Service Address: 227 S 6th St Council Bluffs, IA 51501				Phone: Cox Account ID: 132-24397602,132-35251101,132-50163401		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet - 150Mbps to 1Gbps	1	1	\$1130.00	60	\$1130.00	\$0.00
Internet Circuit Component	1	1	\$113.00	60	\$113.00	\$0.00
Trunk to Physical Equipment 1	1	1	\$0.00	60	\$0.00	\$0.00
Flat Rated SIP Trunk Group	1	1	\$0.00	60	\$0.00	\$0.00
Cox International Advantage-3 Year	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Pub Name Only	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	1	1	\$0.00	60	\$0.00	\$0.00
DID Per Number Block - 100	28	0	\$0.00	60	\$0.00	\$0.00
Cox IP Managed Trunking	1	1	\$0.00	60	\$0.00	\$0.00
SIP Voice Path - 2 Way	50	50	\$6.00	60	\$300.00	\$0.00
DID Per Number Block - 20	0	28	\$3.00	60	\$84.00	\$0.00
Cox Business Minute Pack 20000 - 5 Year	1	1	\$500.00	60	\$500.00	\$0.00
6Mb SIP Trunk Group Port	1	0	\$0.00	60	\$0.00	\$0.00
5Mb SIP Trunk Group Port	0	1	\$80.00	60	\$80.00	\$0.00
Install Fees						

Totals:					\$2207.00	\$0.00
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The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <http://www.coxbusiness.com/taxesandfees> for more information.

Service Address: 1400 Big Lake Rd Council Bluffs, IA 51501				Phone: Cox Account ID: 132-35164601,132-35826102		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Fiber Internet 200Mbps - Sym	1	1	\$272.00	60	\$272.00	\$0.00
IP Address Block - /30 (4 IPs)	1	1	\$0.00	60	\$0.00	\$0.00
Trunk to Physical Equipment 1	1	1	\$0.00	1	\$0.00	\$0.00
5Mb SIP Trunk Group Port	1	1	\$80.00	60	\$80.00	\$0.00
Flat Rated SIP Trunk Group	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Pub Name Only	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing - Published	1	1	\$0.00	60	\$0.00	\$0.00
DID Per Number Block - 100	5	0	\$0.00	60	\$0.00	\$0.00
Cox IP Managed Trunking	1	1	\$0.00	60	\$0.00	\$0.00
SIP Voice Path - 2 Way	24	24	\$6.00	60	\$144.00	\$0.00
DID Per Number Block - 20	0	5	\$3.00	60	\$15.00	\$0.00
Cox Business Minute Pack 20000 - 5 Year	1	1	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:					\$511.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.						

Service Address: 27792 Ski Hill Loop Honey Creek, IA 51542				Phone: Cox Account ID: 132-37575301		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Virtual Number Service Basic	1	1	\$18.00	60	\$18.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:					\$18.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information.						

Service Address: 17026 Snowhill Ln Honey Creek, IA 51542				Phone: Cox Account ID:		
Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet 500 Mbps	0	1	\$860.00	60	\$860.00	\$0.00
IP Address Block - /30 (4 IPs)	0	1	\$0.00	60	\$0.00	\$0.00
Flat Rated SIP Trunk Group	0	1	\$0.00	60	\$0.00	\$0.00
SIP Voice Path - 2 Way	0	5	\$6.00	60	\$30.00	\$0.00
Cox IP Managed Trunking	0	1	\$0.00	60	\$0.00	\$0.00
DID Per Number Block - 20	0	1	\$3.00	60	\$3.00	\$0.00
5Mb SIP Trunk Group Port	0	1	\$80.00	60	\$80.00	\$0.00
Install Fees						
Cox Optical Internet Installation	0	1	\$0.00	60	\$0.00	\$0.00
SIP Turn Up	0	1	\$0.00	60	\$0.00	\$0.00

Totals:					\$973.00	\$0.00
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The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <http://www.coxbusiness.com/taxesandfees> for more information.

Totals for all Accounts:					\$3709.00	\$0.00
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This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://www.coxbusiness.com/generalterms> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://www.coxbusiness.com/e911> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC.; Cox Iowa Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www.coxbusiness.com/e911>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://www.coxbusiness.com/generalterms>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVIDED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license

Location	Service	Current Agreement	New Agreement
Courthouse	1 Gbps Internet	\$ 2,060.00	\$ 1,130.00
	Internet Split Loop	\$ 206.00	\$ 113.00
	5Mb SIP Trunk Group Port	\$ 295.00	\$ 80.00
	Cox Business Minute Pack 20000	\$ 500.00	\$ 500.00
	DID Per Number Block	\$ 84.00	\$ 84.00
	SIP Voice Path - 2 Way	\$ 300.00	\$ 300.00
	200 Mbps Internet	\$ 340.00	\$ 272.00
Sheriff's Office / Jail	3Mb SIP Trunk Group Port	\$ 225.00	\$ 80.00
	DID Per Number Block	\$ 15.00	\$ 15.00
	SIP Voice Path - 2 Way	\$ 144.00	\$ 144.00
	500 Mbps Internet	\$ -	\$ 860.00
Mt Crescent / Hitchcock	5Mb SIP Trunk Group Port	\$ -	\$ 80.00
	DID Per Number Block	\$ -	\$ 3.00
	SIP Voice Path - 2 Way	\$ -	\$ 30.00
	Virtual Number Service	\$ 18.00	\$ 18.00
		\$ 4,187.00	\$ 3,709.00

Dixie Wilson/Assistant Finance **& Tax Officer**

Discussion and/or decision to approve/disallow the following applications made top the Assessor's Office: Homestead (125 recommend allowed, 6 recommend disallowed), Military (13 recommend allowed, 2 recommend disallowed), Disabled Veteran Homestead (5 recommend allowed, 0 recommend disallowed), Family Farm (4 recommend allowed, 1 recommend disallowed).

Credit Apps to Auditor

September 7, 2022

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	125	26
Military:	13	2
Disabled Veteran Homestead:	5	0
Family Farm:	4	1

<u>Disallowed</u>	<u>Credit Type</u>	<u>Reason for Disallowance</u>
774116100003	Family Farm	Parcel is not classed Ag
202 E Main St, Pisgah	Homestead	Wrong County
754420276004	Homestead	Anthony Sackett is not on title, Antoinette Sackett-Levell deceased.
754223400007	Homestead	Not in Gerrad & Kathryn's name. No transfer.
774423200006	Military	DD214 does not say Honorable discharge
744415328001 744415328002 744415351001 744415400012 744422200003	Military	Grant is not a resident of Iowa.

754436276011 Homestead Address change
 754425252006 Homestead Address change
 744306130003 Homestead Address change

**Discussion with the City of Underwood, Treynor,
McClelland, and Oakland regarding small town needs.**

Received/Filed

Public Comments

Closed Session

BUDGET STUDY SESSIONS