

# **Consent Agenda**

**June 13, 2023**

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

Let the minutes reflect that today's Agenda was amended yesterday afternoon to add Item 3(C) regarding a 5-day liquor permit. We require paperwork from various County departments with the permit applications, and that paperwork was not received from the County departments until after today's agenda was posted. The requested permit is for June 21 through June 25. The agenda was amended to allow discussion and decision today rather than next week (June 20) to give the license applicant sufficient time to receive the license from the Iowa Alcoholic Beverages Division.

After discussion was held by the Board, a motion was made by Belt, and second by Jorgensen to approve today's amended Agenda.

UNANIMOUS VOTE. Motion Carried.

**1. CONSENT AGENDA**

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

- A. June 6, 2023, Minutes as read.
- B. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Taylor Oil Company, Inc., d/b/a Taylor Quik Pik, Council Bluffs.
- C. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's Marketing Company d/b/a Casey' #3204, Minden.
- D. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's Marketing Company d/b/a Casey' #3205, Minden.
- E. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go LC d/b/a Kum & Go #23, Neola.
- F. Renewal of Class E Liquor License for Casey's Marketing Company d/b/a Casey's General Store #3205, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Belt, second by Miller, to open Public Hearing on First Consideration of **Ordinance No. 2023-04**, an ordinance to amend Chapter 8 "Zoning Ordinance" of the Pottawattamie County, Iowa, Code; and setting date of Second Consideration.

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

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

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

Motion by Belt, second by Jorgensen, to approve First Consideration of **Ordinance No. 2023-04**, an ordinance to amend Chapter 8 "Zoning Ordinance" of the Pottawattamie County, Iowa, Code; and setting date of Second Consideration for June 20, 2023 at 10:00 A.M.

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

Mark Eckman/Executive Director and Emma Schwaller/Director of Marketing, Council Bluffs Convention & Visitors Bureau appeared before the Board to update Board on Iowa Tourism Grant. Discussion only. No action taken.

Mick Guttau appeared before the Board to be sworn in as Commissioner of the Veteran Affairs with a 2-year term expiring on June 30, 2025.

Motion by Wichman, second by Jorgensen, to approve the appointment of Office Administrator of the Veterans Services Office, Peggy Becker, and to approve the wage recommendation of \$70,038 effective July 1, 2023 .

UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Belt, to approve and authorize Board to sign **Resolution No. 46-2023** to establish a no parking zone on Hanie Avenue.

**POTTAWATTAMIE COUNTY RESOLUTION NO. 46-2023**

**A RESOLUTION TO ESTABLISH “NO PARKING” ZONE ON WEST BOUND SHOULDER OF HANIE ROAD BETWEEN RAILROAD HIGHWAY AND HARBOR LANE.**

**WHEREAS**, The Board of Supervisors of Pottawattamie County, Iowa are empowered under the authority of Sections 321.236 and 321.255 of the Code of Iowa to study and determine existing safety conditions and may determine the proper safety measures, and

**WHEREAS**, on street parking is creating a hazard to through traffic and impeding agricultural access, and

**NOW, THEREFORE BE IT RESOLVED** by the Pottawattamie County Board of Supervisors that the North side of Hanie Avenue from Railroad Highway to Harbor Avenue be deemed a no parking zone.

**BE IT FURTHER RESOLVED**, that the Secondary Roads Department shall be responsible to erect “No Parking” signs at the following location:

1. Along the North side of Hanie Avenue from Railroad Highway Easterly approximately 475 feet to Harbor Lane.

**Dated this 13th Day of June, 2023.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Brain Shea, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Susan Miller	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

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

**3. OTHER BUSINESS**

Motion by Miller, second by Jorgensen, to approve the amended Health Insurance rates recommendation.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve to pay the difference in the cost of the amended Health Insurance rates for a one time total of \$36.97.

UNANIMOUS VOTE. Motion Carried.

After discussion, the Board postponed until June 20, 2023, to approve to hire outside counsel Deb Petersen for property line adjustment between Pottawattamie County and Historical Society of Pottawattamie County.

Motion by Belt, second by Jorgensen, to approve the 5-day Special Permit Class C Retail Liquor License/Outdoor Service for Michael Mott d/b/a Bus Events, LLC, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.  
Discussion only. No action taken.

**5. RECEIVED/FILED**

A. Report(s):

- 1) Recorder Fee Book for May 2023.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. CLOSED SESSION**

Motion by Miller, second by Belt, to go into Closed Session pursuant to Iowa Code 21.5.(1)(i) for discussion and/or decision on personnel matters.

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

Motion by Jorgensen, second by Miller, to go out of Closed Session.

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

**8. ADJOURN**

Chairman Shea adjourned the meeting at 11:37 A.M.

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Brian Shea, Chairman

ATTEST:

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Melvyn Houser, County Auditor

APPROVED: June 20, 2023

PUBLISH: X

**Instructions on the reverse side**

For period (MM/DD/YYYY) 06 131 2023 through June 30, 2024

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

**Business Information:**

Trade Name/DBA Desoto Bend Mini Mart  
Physical Location Address 15001 Desoto Ave City Missouri Valley ZIP 51555  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Business Phone Number 712 642-3310

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Donald Bief  
Mailing Address 15001 Desoto Ave City Missouri Valley State IA ZIP 51555  
Phone Number 712 642-3310 Fax Number 712 642-3310 Email DrConoco@aol.com

**Retail Information:**

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

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

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

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

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

Name (please print) Donald Bief Name (please print) \_\_\_\_\_  
Signature Donald Bief Signature \_\_\_\_\_  
Date 6-5-2023 Date \_\_\_\_\_

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

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

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

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

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

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

**Business Information:**

Trade name/Doing business as: ROLLING CIGARS

Physical location address: 5276 CARRIAGE RD City: COUNCIL BLUFFS ZIP: 51501

Mailing address: 5276 CARRIAGE RD City: COUNCIL BLUFFS State: IA ZIP: 51501

Business phone number: 563-419-3103  
TRAILER INFO: 2023 MODEL 6x12  
LIC: IOWA KA1136 VIN: 5JWSC1219PN583591  
KA113603202401

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP ROLLING CIGARS of the Heartland, LLC

Mailing address: 5276 CARRIAGE RD City: COUNCIL BLUFFS State: IA ZIP: 51501

Phone number: 563-419-3103 Fax number: — Email: David@rollingcigars.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

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

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

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

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

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

Name (please print): DAVID MILLER

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

Signature: David Miller

Signature: \_\_\_\_\_

Date: 12 JUNE 2023

Date: \_\_\_\_\_

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

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

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

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

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

# New Plate KA1136

PRI. No. 8371615

Rolling Cigars of Heartland LLC  
5276 Carriage Rd  
Council Bluffs, IA 515018628



\*\*Valid for one month after expiration



\*\*Keep this receipt with vehicle

## Registration Receipt

\*\*Expiration Date 03/31/2024

Issuing Co. Pottawattamie  
Managing Co.  
Usage Regular

Issue Date 05/15/2023

Validation No. KA113603202401  
Plate No. KA1136

Rolling Cigars of Heartland LLC  
5276 Carriage Rd  
Council Bluffs IA 515018628



VIN 5JWSC1219PN583591

Type Small Regular Trailer

Year	2023	Make	H and H	Model		Style
Cyl.		Fuel		Weight		GVWR
Color	Silver	ADS Capable		LP.		Sq. Ft.

Plate Type County Std  
Designation  
Cumulative Damage  
Annual Fee \$20

bnw  
Audit No. 12477126

Lea A. Voss

County Treasurer

	Fee	Penalty
Title Fees	\$0.00	\$0.00
Fee for New Reg	\$257.50	
Registration Fees	\$18.00	\$0.00
SI Fees	\$0.00	
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$275.50	\$0.00
Grand Total	\$275.50	

DO NOT DETACH.

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Iowa Secretary of State  
321 East 12th Street  
Des Moines, IA 50319  
sos.iowa.gov



**FILED**  
Date 3/20/2023 05:06 PM  
Corp No 743671  
Cert No FT0253601

## Certificate of Organization - LLC

### Information

**CODE 489 DOMESTIC LIMITED LIABILITY COMPANY**

Entity

**Rolling Cigars of the Heartland, Limited Liability Company**

Legal Name

**04/03/2023 12:01:00 AM**

Effective Date

**Perpetual**

Duration

**No**

Oversees State and/or Foreign Activities

### Registered Agent and Registered Office Address

**David Spencer Miller**

Registered Agent

**5276 Carriage Rd**

Address

**Council Bluffs**

City

IA

51501

USA

### Principal office

**5276 Carriage Rd**

Address

**Council Bluffs**

City

IA

51501

USA

### Signature(s)

**David Spencer Miller**

Registered Agent

03/20/2023 17:04:48

Signature



# **Scheduled Sessions**

# **Matt Wyant/Director, Planning and Development**

**Second Consideration of Ordinance No. 2023-04  
entitled: An ordinance to amend Chapter 8 “Zoning  
Ordinance” of the Pottawattamie County, Iowa Code;  
and to adopt Ordinance No. 2023-04 into law.**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2023-04

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2023-04**

AN ORDINANCE to amend Chapter 8, of Pottawattamie County, Iowa Zoning Ordinance, by adding automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service as a principal use in the I-2 (General Industrial) District.

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

**SECTION 1 - 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 8.060.020.01 A. C. Principal Use in the I-2 (General Industrial) District:

8.060.020.01 A. PRINCIPAL USES: The following principal uses shall be permitted in a Class I-2 District:

- C. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service.

**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.

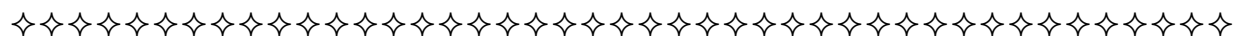
**SECTION 4 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED June 20, 2023..

**ROLL CALL VOTE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<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:	June 8, 2023
BOARD OF SUPERVISORS PUBLIC HEARING:	June 13, 2023
FIRST CONSIDERATION:	June 13, 2023
SECOND CONSIDERATION:	June 20, 2023
PUBLICATION:	June 29, 2023
RECORD:	June 30, 2023

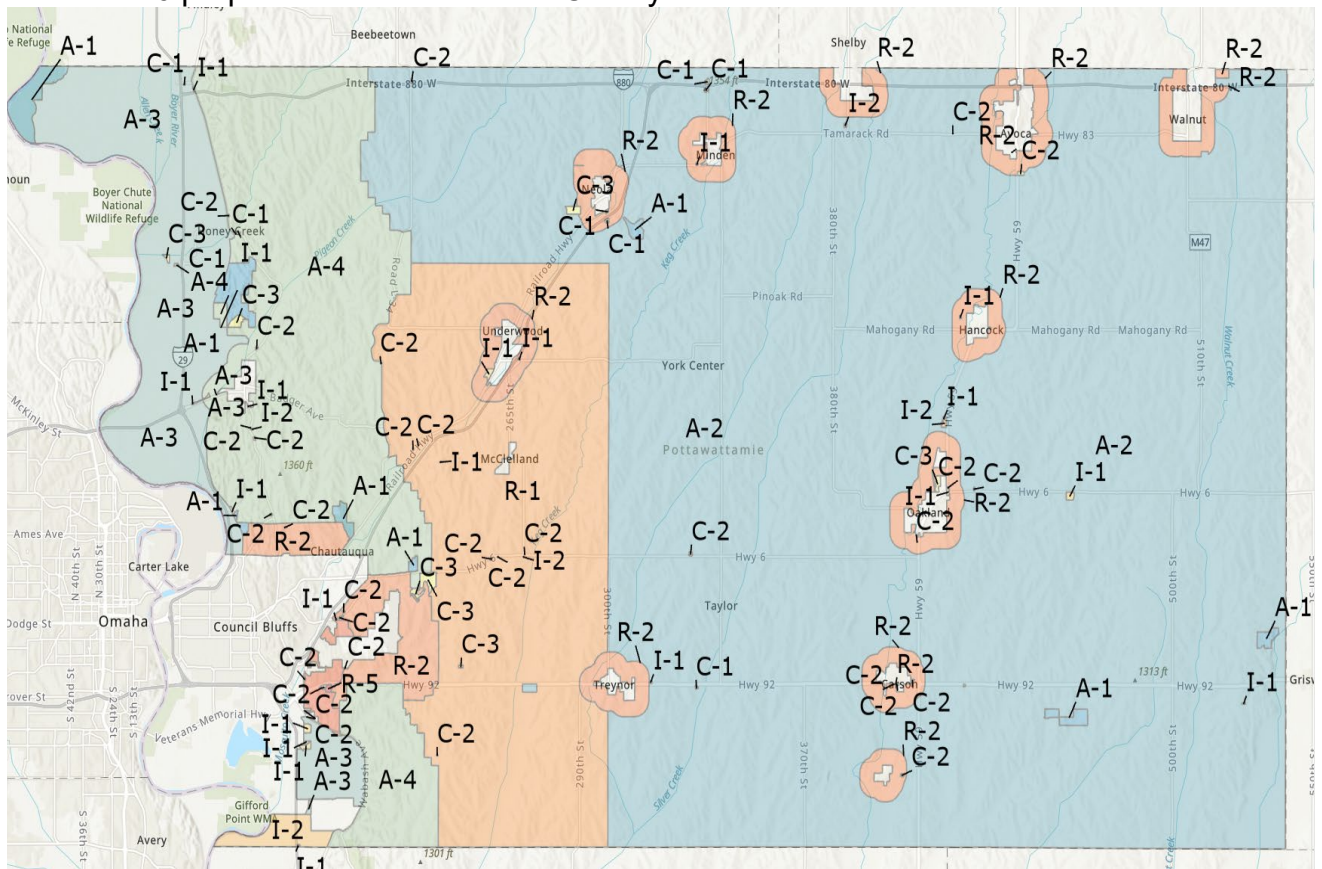
**TO:** Board of Supervisors  
**FROM:** Matt Wyant, Director  
**DATE:** June 8, 2023  
**RE:** Case #ZTA-2023-02

**APPLICANT:** Robert Nawojski

**REQUEST:** Zoning text to amend the Pottawattamie County, Iowa, Zoning Ordinance, Section 8.060.020.01 A., Principal Uses for the Class I-2 (General Industrial) District, by adding C. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service.

Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service is a principal use in the I-1 (Limited Industrial) Zoning District.

There are 6 properties zoned I-2 in the County.



**Attachment #1** is Pottawattamie County's current I-2 (General Industrial) District Zoning Ordinance.

Although you are voting on whether to approve or deny the Zoning Text Amendment and are not approving or denying a specific site, the applicant requesting this amendment proposes truck and equipment sales in conjunction with his manufacturing business located at 15684 Old Mormon Bridge Road approximately ¾ of a mile west of Crescent City Limits. Properties in the immediate area are a mixture of industrial and agricultural ground.



**COMMISSION**

**RECOMMENDATION:** On May 15, 2023 the Planning Commission conducted their public hearing on this request and made the following recommendation:

to recommend that the request of Robert Nawojski for a Zoning text to amend the Pottawattamie County, Iowa, Zoning Ordinance, Section 8.060.020.01 A., Principal Uses for the Class I-2 (General Industrial) District, by adding C. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service as filed under Case #ZTA-2023-02, be **approved by the Board of Supervisors.**

Motion by: Larson.  
Second by: Schultz.  
Vote: Ayes –Larson, Leaders, Silkworth, Chapman, Schultz. Motion Carried.

## **Matt Wilber/Attorney**

**Discussion and/or decision for approval to hire outside counsel (Deb Petersen) for property line adjustment between Pottawattamie County and Historical Society of Pottawattamie County**

**Mike Bonnet/Project Manager,**  
**Secondary Roads**

**Discussion and/or decision to approve Resolution No.  
48-2023 to vacate excess Right of Way in the Town of  
Bentley.**



**RESOLUTION NO. 48-2023**

**WHEREAS**, the following described Right of Way is held by easement and will not change the traveled portion of a road nor deny access to a road by adjoining landowners; and

**WHEREAS**, Iowa Code Chapter 306 provides the Board of Supervisors the power to establish, alter or vacate highways or parts thereof; and

**WHEREAS**, budget and liability constraints dictate the secondary road system be reduced; and

**WHEREAS**, it is in the best interest of Pottawattamie County to vacate the Road Right of way.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Pottawattamie County in session this 20<sup>th</sup> day of June, 2023, that the following described road easement be vacated:

All of Central Avenue between 2<sup>nd</sup> Street and Charles Avenue, together with all of Charles Avenue between 2<sup>nd</sup> Street and Bentley Lane (also known as Main Street), together with the 20-foot alley in Block 5, all in Original Town Plat of the unincorporated Town of Bentley per town plat filed for record in Section 13, Township 76, Range 43 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa. (Exhibit attached for informational purposes)

Note: Utilities are granted a permanent and perpetual easement for the continuance of maintaining existing facilities for such construction, reconstruction, replacement, and repair thereof as may be deemed necessary by the utilities in the future (Iowa Code 306.22, 479.17, 479.24).

**Dated this 20th Day of June, 2023.**

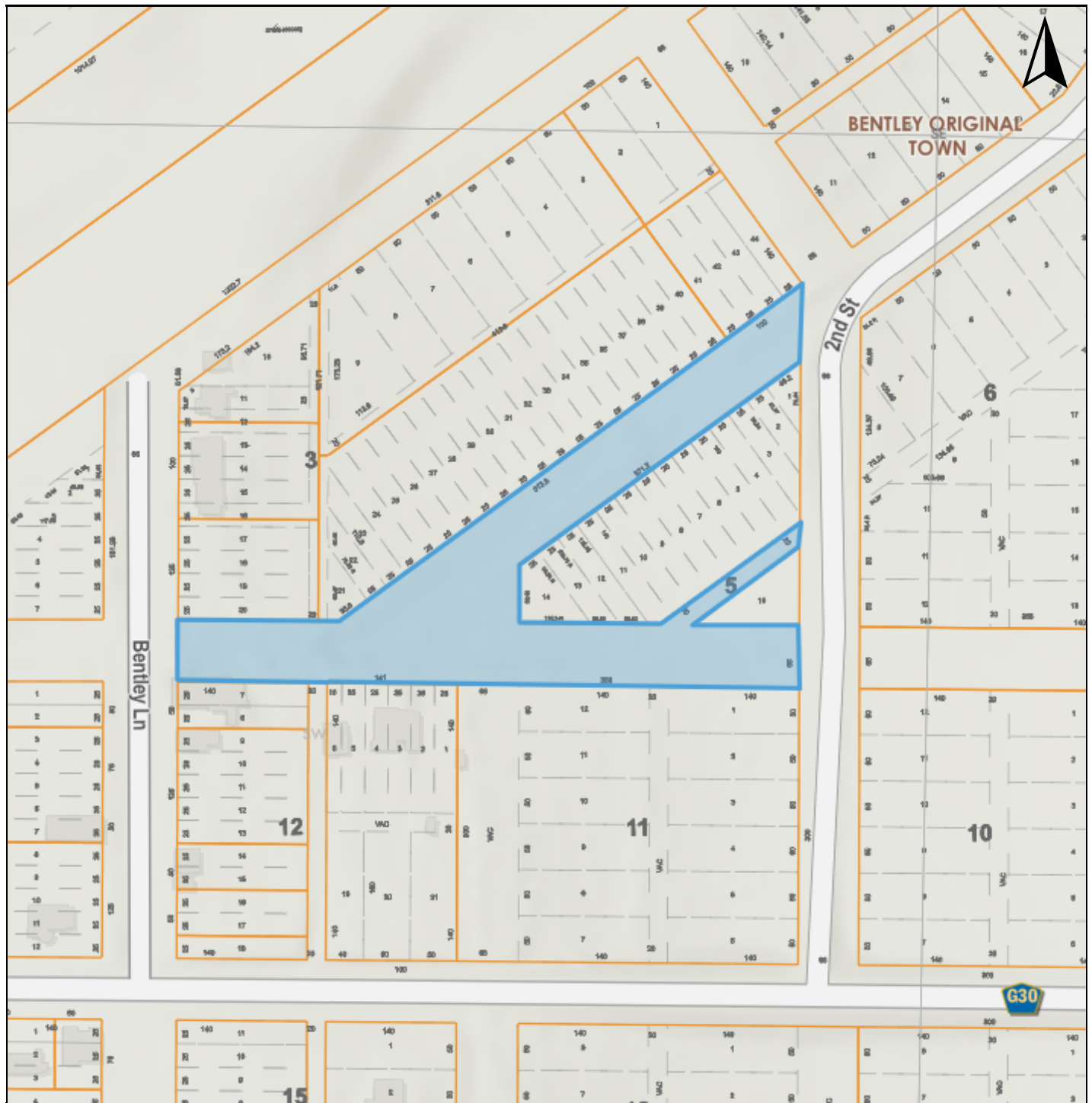
**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian Shea, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Susan Miller	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

# Bentley ROW Vacation

POTTAWATTAMIE  
COUNTY • IOWA



L  
E  
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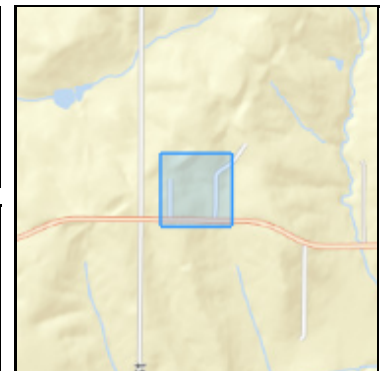


Pottawattamie County GIS  
223 S 6th St.  
Council Bluffs, IA 51501  
(712) 328-4885  
gis@pottcounty-ia.gov  
<https://gis.pottcounty-ia.gov>  
6/12/2023

SCALE: 2495



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

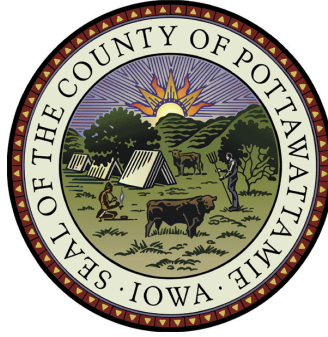


**Other Business**

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

**Discussion and/or decision to approve and authorize  
Board to sign Resolution No. 47-2023 entitled:  
RESOLUTION for Transfer from Rural Services Fund to  
Secondary Roads Fund.**

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



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

June 20, 2023

To: Heather Ausdemore

RE: Fourth Quarter 2022-2023 Transfer to Secondary Roads Fund

As per board authorization of June 20, 2023, please transfer as follows:

\$ 1,325,000 **FROM:** 0011-99-0300-000-81200-00 (Rural Services Fund)  
\$ 1,325,000 **TO:** 0020-0-99-0311-902000-000 (Secondary Roads Fund)

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

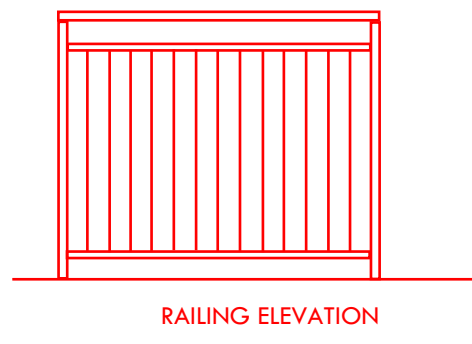
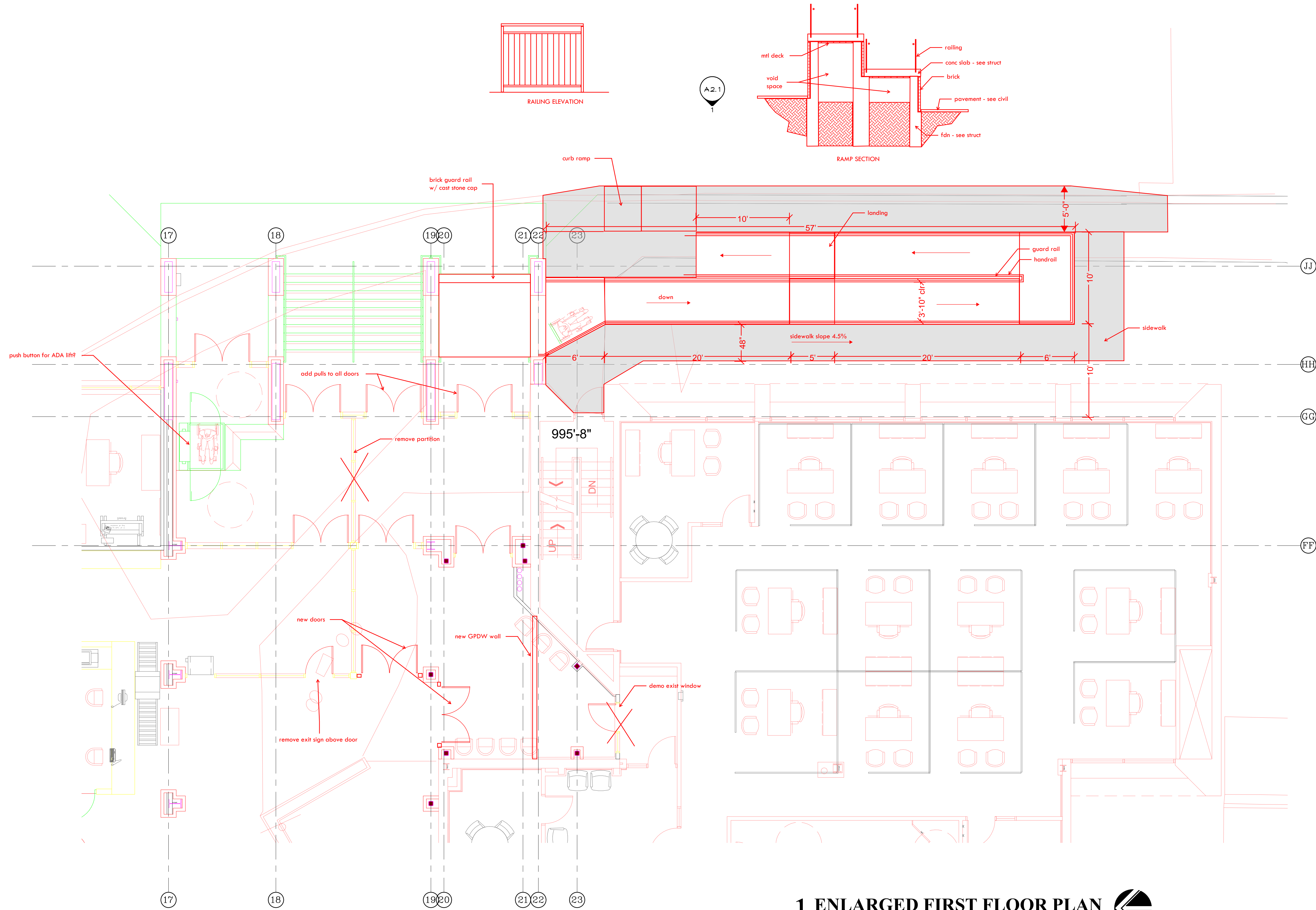
Thank-you  
Becky Lenihan  
Finance and Tax Officer



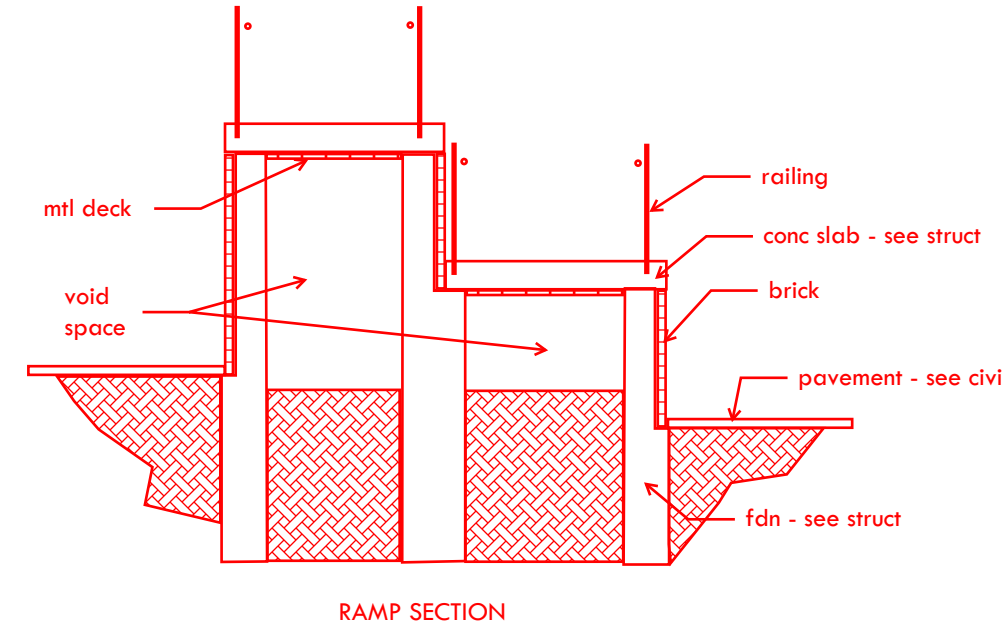
**Jason Slack/Director, Buildings &  
Grounds**

**Update on Courthouse addition  
ramp project**

C:\Revit Local Files\Revit 2023\107419E\_PCC Addition RVT23\_Bbaumker.rvt



A.2.1



00% PROGRESS SET  
NOT FOR CONSTRUCTION

**hgm** ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

This drawing is being made in accordance with the professional services agreement between the client and hgm associates inc. hgm associates inc. assumes no liability for any use of this drawing except in accordance with the terms of the above agreement.

Rev#	Date
HGM	
drawn	
HGM	
designed	
HGM	
approved	
X-X-XX	date

project POTTAWATTAMIE COUNTY, IOWA COURTHOUSE  
ADDITION STREET COUNCIL BLUFFS, IOWA  
client POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
sheet ENLARGED FIRST FLOOR PLAN

project no. 107419E  
sheet A1.2A





June 15, 2023

**Pottawattamie County Board of Supervisors**

**Attn: Brian Shea, Chairman**

227 South 6<sup>th</sup> Street

Council Bluffs, Iowa 51501

Subject: Pottawattamie County Courthouse Ramp Addition  
Council Bluffs, Iowa  
HGM Proposal No. 000723-121

Dear Brian:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and architectural services for the referenced project. This agreement consists of this letter, the attached Scope of Services (labeled as Exhibit A), the attached General Provisions (labeled as Exhibit B), and the Preliminary Ramp Sketch (labeled as Exhibit C).

HGM will provide Basic Services including Construction Documents for a new ramp and interior modifications to the Lobby. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM and ETI will provide these Basic Architectural, Civil, Structural, Mechanical and Electrical Engineering services for a new main entry ramp and modifications to the interior Lobby on an hourly basis with a not to exceed ceiling on our fees of \$30,000. The Scope of Services and fee within this agreement assumes no additional designs of the ramp will be required. Additional designs can be added as Additional Services and will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within (1) calendar day of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that Preliminary Design deliverables to review can then be completed within (14) business days from the authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately.

**Pottawattamie County Board of Supervisors**

**Brian Shea**

June 15, 2023

Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

**Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM.** We sincerely appreciate the opportunity to work with you.

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



Kim Bogatz, AIA, LEED AP BD+C  
Project Manager



Terrence L. Smith, P.E.  
President

Acceptance of Proposal:

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS - CLIENT

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Authorized Signature

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Printed Name & Title

---

Date of Acceptance

## SCOPE OF SERVICES

## EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated June 15, 2023, between: POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Pottawattamie County Courthouse Ramp Addition

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. PRELIMINARY DESIGN

- A. Develop preliminary ramp plans and elevations based on the sketch that was reviewed by the City of Council Bluffs (labeled as Exhibit C).
- B. Develop structural requirements for modifications to the existing courthouse structure and develop ramp structure.
- C. Develop mechanical requirements for modifications and additions to the existing snowmelt system.
- D. Develop electrical requirements for ramp egress lighting.
- E. Develop (2) renderings of the ramp for Client to review.
- F. Select and modify existing door hardware as required for new vestibule layout.
- G. Develop Preliminary Opinion of Probable Cost for the Project.
- H. Meet with Client to review Preliminary plan and finishes developed by HGM. (1) Meeting to review preliminary plans is included with this scope of work. Additional meetings requested by the Client will be billed as an Additional Service.

**Deliverables:**

- Preliminary ramp plans and elevations.
- (2) Ramp renderings.
- Preliminary Opinion of Probable Cost.

2. FINAL CONSTRUCTION DOCUMENT SET

- A. Review Plans with Code Officials and Fire Marshal before finalizing.
- B. Prepare Final Design Documents, stamped by licensed Architect and Engineers.
- C. Submit Final Design Documents to Code Officials and Contractors.

**Deliverables:**

- Final Architectural construction documents stamped by licensed Architects and Engineers including but not limited to demolition plans, final design plans, elevations, sections, and details.
- Final Mechanical, Plumbing and Electrical Engineering construction documents for the Pottawattamie County Courthouse Ramp Addition.
- Final Civil construction documents for the Pottawattamie County Courthouse Ramp Addition.
- Final Structural construction documents for the Pottawattamie County Courthouse Ramp Addition.

ITEMS NOT INCLUDED IN THIS PROPOSAL:

The following items are **not** included in this proposal but can be added as an Additional Service with an Amendment to this agreement.

- A. Bidding or negotiation services.
- B. Construction administration services.
- C. Surveying services.
- D. Geotechnical report.
- E. Other services not specifically mentioned in Exhibit A.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Access to site and throughout facility.
- B. Use of existing available drawings and record information.
- C. Contact person to coordinate the design.

## GENERAL PROVISIONS

## EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated June 15, 2023 between: POTTAWATTAMIE COUNTY, IOWA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Ownership of Instruments of Service:** Both parties agree that the ownership of instruments prepared by the CONSULTANT at the direction of the CLIENT, including specifications, drawings, maps, plats, and other related instruments, shall be and remain property of the CLIENT, and further, that such right in the CLIENT shall not preclude the right of the CONSULTANT to make and retain copies of same, to which copies CONSULTANT shall have full right of ownership.

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination of Agreement:** This agreement or any portion thereof may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, the payment for General Consulting Engineering Services for work performed prior to the date of termination shall be determined by multiplying payroll cost times 2.30.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

## GENERAL PROVISIONS

## EXHIBIT B

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$500,000 whichever is greater.

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied; that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

**Contractor's Work:** That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the Consultant's fees for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the Consultant's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

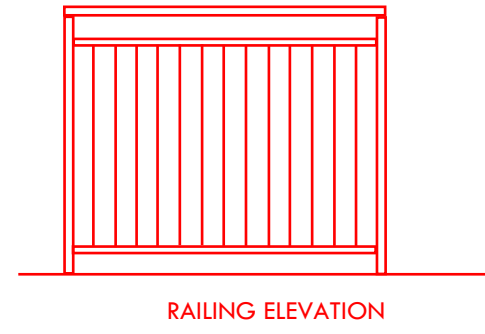
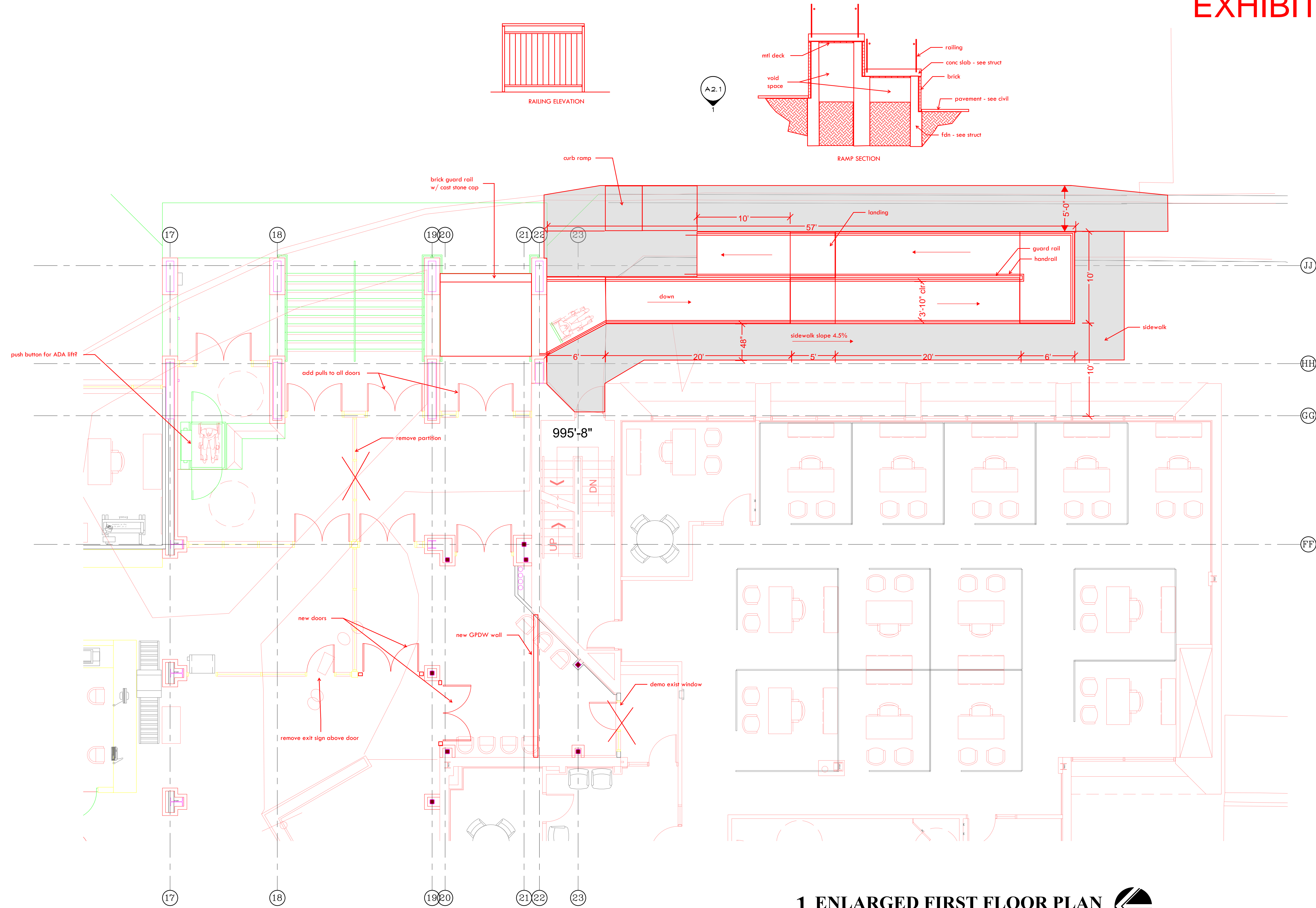
**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Rev 161128

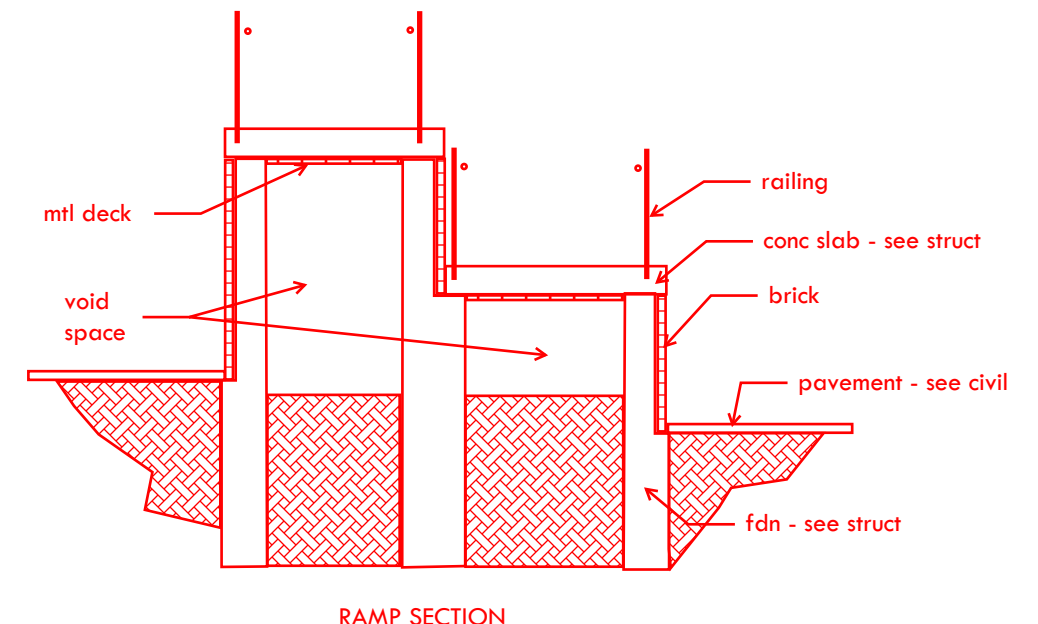
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# EXHIBIT C

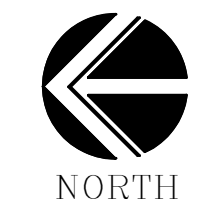


A2.1



## 1 ENLARGED FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"



00% PROGRESS SET  
NOT FOR CONSTRUCTION

**hgm** ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

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HGM	
drawn	
HGM	
designed	
HGM	
approved	
X-X-XX	date

project **POTTAWATTAMIE COUNTY, IOWA COURTHOUSE ADDITION**  
client **POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS**  
sheet **ENLARGED FIRST FLOOR PLAN**

project no. **107419E**  
sheet **A1.2A**

# Committee Appointments

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



**Received/Filed**

# Public Comments

**Closed Session**