

# **Consent Agenda**

May 21, 2024

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. May 14, 2024, Minutes as read.
- B. Renewal 5-day Class C Retail Liquor License/Outdoor Service for Michael Mott d/b/a Bus Events, LLC, Council Bluffs to be used during Wabash Open 3.
- C. Renewal of Class C Liquor License (LC), granting privileges of Class C Liquor License (LC)/Outdoor Service for Genevieve Stueve d/b/a Aeroplane Inn, Honey Creek.
- D. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go LC d/b/a Kum & Go #23, Neola.
- E. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Donald Rief d/b/a DeSoto Bend Mini Mart, Missouri Valley.
- F. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Taylor Oil Company d/b/a Taylor Quik Pik, Council Bluffs.
- G. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey’s Marketing Company d/b/a Casey’s #3205, Council Bluffs.
- H. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey’s Marketing Company d/b/a Casey’s #3204, Minden.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Shea, second by Belt, to extend Proclamation of Disaster Emergency from April 26 tornados for an additional 30 days to expire on June 26, 2024.

UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Jorgensen, to approve and authorize Board to sign Proclamation designating the week of May 19 – 25, 2024 as Visitors Bureau Week.

**2024 National Travel and Tourism Week Proclamation**

**WHEREAS** the travel industry is essential to the success of every industry and will continue to be a critical part of Pottawattamie County’s economy, development, and workforce being at the crossroads of Interstates 80 and 29.

**WHEREAS** travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.8 trillion, supporting 15 million American jobs, and generating \$89 billion in state and local tax revenue in 2023 according to the US Travel Association.

**WHEREAS** Pottawattamie County realized \$329.62 million in direct spending by travelers in 2022 according to Tourism Economics – the fifth highest of Iowa’s 99 counties and part of the state’s \$6.9 billion in direct traveler spending that in turn supported small businesses which account for more than 60 percent of leisure and hospitality employment.

**WHEREAS** travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits both small and large businesses, produces local sales tax revenue, and fosters mutual understanding by connecting the nation.

**Therefore**, the Pottawattamie County Board of Supervisors, do hereby proclaim May 19-25, 2024, as National Travel and Tourism Week in Pottawattamie County, and urge county citizens to join me in recognizing the essential role this industry plays. Simply put – Travel means business.

Dated: May 21, 2024

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	○	○	○	○
_____ Scott Belt	○	○	○	○

_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Jeff Jorgensen				

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

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

Paula Hazlewood/CEO, and Shalimar Mazetis/Manager, Rural Development, Advance Southwest Iowa Corporation appeared before the Board to provide an update on Advance Southwest Iowa Corporation. Discussion only. No action taken.

Motion by Shea, second by Jorgensen, to approve Second Consideration of **Ordinance No. 2024-03**; an ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 2.9922 acres from a Class A-3 (Riverfront and Ag Production) to Class C-2 (General Commercial) District.

**POTTAWATTAMIE COUNTY, IOWA  
 ORDINANCE NO. 2024-03**

**AN ORDINANCE** to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 2.9922 acres from a Class A-3 (Riverfront & Ag Production) District to a Class C-2 (General Commercial) District.

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

**SECTION 1 - AMENDMENTS:** That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-3 (Riverfront & Ag Production) District to a Class C-2 (General Commercial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

CRESCENT TWP 27-76-44 PT G/L 3 SE NW & NE SW COMM 39.23'N & 511.40'NE & 22'SE  
 & 909.90'NE & 70.22'S OF W1/4 COR OF SECT 27 TH S125.29' E269.91' S370.96' NW96.21'  
 N63.72' W173.59' S366.13' NE319.17' N765.12' SW308.73' TO POB (PARCEL 23013)

**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.

	<b>ROLL CALL VOTE</b>			
	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Miller, Chairperson				
_____	<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"/>
Brian Shea				



Jeff Jorgensen

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

Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED: May 9, 2024  
BOARD OF SUPERVISORS PUBLIC HEARING: May 14, 2024  
FIRST CONSIDERATION: May 14, 2024  
SECOND CONSIDERATION: May 21, 2024  
PUBLICATION: May 30, 2024  
RECORD: May 31, 2024

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

Motion by Shea, second by Belt, to approve Second Consideration and to waive Third Consideration of **Ordinance No. 2024-04** entitled; An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2024 RMP Housing Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa (First Consideration).

**POTTAWATTAMIE COUNTY, IOWA**  
**ORDINANCE NO. 2024-04**

**An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2024 RMP Housing Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa**

BE IT ENACTED by the Board of Supervisors of Pottawattamie County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2024 RMP Housing Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by Pottawattamie County to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“County” shall mean Pottawattamie County, Iowa.

“Urban Renewal Area” shall mean the taxable real property situated in 2024 RMP Housing Urban Renewal Area, the boundaries of which are set out below, such property having been identified in the Urban Renewal Plan approved by the Board of Supervisors by resolution adopted on May 14, 2024:

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel “F”, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the County and any city, school district or other taxing district in which the Urban Renewal Area is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the County certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said

taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the County to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the County to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the County for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the County to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Board of Supervisors of Pottawattamie County, Iowa on May 21, 2024.

	ROLL	CALL	VOTE	
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Scott A. 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"/>
_____ Brian Shea	<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: May 9, 2024  
 BOARD OF SUPERVISORS PUBLIC HEARING: May 14, 2024  
 FIRST CONSIDERATION: May 14, 2024  
 SECOND CONSIDERATION: May 21, 2024  
 PUBLICATION: May 30, 2024  
 RECORD: May 31, 2024

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

Motion by Shea, second by Belt, to approve Application for Use of Pottawattamie County Grounds for Jimmy’s Hot Dogs to be out front of the Courthouse on Tuesdays for a 60-day review.  
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve Application for Use of Pottawattamie County Grounds for J’s Coffee & Donuts to be out front of the Courthouse on Mondays for a 60-day review with approval from Court Security.  
UNANIMOUS VOTE. Motion Carried.

**3. OTHER BUSINESS**

Motion by Shea, and second by Jorgensen, to approve Staff On-Call pay for Information Technology employees from \$30 to \$40 per night.  
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, and second by Belt, to approve and authorize the Board Chairman to sign the Lockton Consulting Agreement for June 1, 2024 – May 31, 2025.  
UNANIMOUS VOTE. Motion Carried.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.

**5. RECEIVED/FILED**

- A. Out of State Travel Notification(s):
  - 1) Sheriff – Out of State Travel Notification for Aaron Soucie and Brandon Ramsey.
- B. Salary Action(s):
  - 1) Conservation – Employment of Katherine Halverson as a Natural Areas Management Intern.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:08 P. M

\_\_\_\_\_  
Susan Miller, Chair

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

APPROVED: May 28, 2024  
PUBLISH: X

# **Scheduled Sessions**

**Discussion and/or decision on disaster recovery response.**



# **Marielle Anne Alipio/Public Information Officer, Office of Disaster Recovery and Resilience**

**Discussion on the services offered by the Small Business  
Administration (SBA) Office of Disaster Recovery and  
Resilience (ODR&R) to assist Iowa businesses and  
residents affected by severe storms and tornadoes from  
April 26 and 27.**



## Disaster Field Operations Center West

**Release Date:** May 14, 2024

**Media Contact:** Corey D. Williams,  
(916) 735-1500, [Corey.Williams@sba.gov](mailto:Corey.Williams@sba.gov)

**Release Number:** IA 20318-01

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### **SBA Stands Ready to Assist Iowa Businesses and Residents Affected by Severe Storms and Tornadoes**

**SACRAMENTO, Calif.** – Low-interest federal disaster loans are now available to Iowa businesses and residents as a result of President Biden’s major disaster declaration, U.S. Small Business Administration’s [Administrator Isabella Casillas Guzman](#) announced.

The declaration covers the Clarke, Harrison, Mills, Polk, Pottawattamie, Ringgold, Shelby and Union counties as a result of the severe storms and tornadoes that occurred April 26 - 27.

“SBA’s mission-driven team stands ready to help Iowa’s small businesses and residents impacted by severe storms and tornadoes,” said Administrator Guzman. “We’re committed to providing federal disaster loans swiftly and efficiently, with a customer-centric approach to help businesses and communities recover and rebuild.”

Businesses of all sizes and private nonprofit organizations may borrow up to \$2 million to repair or replace damaged or destroyed real estate, machinery and equipment, inventory and other business assets. SBA can also lend additional funds to help with the cost of improvements to protect, prevent or minimize disaster damage from occurring in the future.

For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private nonprofit organizations of any size, SBA offers Economic Injury Disaster Loans to help meet working capital needs caused by the disaster. Economic injury assistance is available to businesses regardless of any property damage.

Disaster loans up to \$500,000 are available to homeowners to repair or replace damaged or destroyed real estate. Homeowners and renters are eligible for up to \$100,000 to repair or replace damaged or destroyed personal property, including personal vehicles.

Interest rates can be as low as 4 percent for businesses, 3.25 percent for private nonprofit organizations and 2.688 percent for homeowners and renters with terms up to 30 years. Loan amounts and terms are set by SBA and are based on each applicant’s financial condition.

Interest does not begin to accrue until 12 months from the date of the first disaster loan disbursement. SBA disaster loan repayment begins 12 months from the date of the first disbursement.

As soon as Federal-State Disaster Recovery Centers open throughout the affected area, SBA will provide one-on-one assistance to disaster loan applicants. Additional information and details on the

location of disaster recovery centers is available by calling the SBA Customer Service Center at (800) 659-2955.

###

**About the U.S. Small Business Administration**

The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow, expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit [www.sba.gov](http://www.sba.gov).



U.S. Small Business  
Administration

## U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

### IOWA Declaration #20318 & #20319

(Disaster: IA-20002)

### Incident: SEVERE STORMS & TORNADOES

occurring: April 26 through April 27, 2024

in the Iowa counties of: **Clarke, Harrison, Mills, Polk, Pottawattamie, Ringgold, Shelby & Union;**

for economic injury only in the contiguous Iowa counties of: **Adair, Adams, Audubon, Boone, Carroll, Cass, Crawford, Dallas, Decatur, Fremont, Jasper, Lucas, Madison, Marion, Monona, Montgomery, Page, Story, Taylor, Warren & Wayne;**

for economic injury only in the contiguous Missouri counties of: **Harrison & Worth;**

and for economic injury only in the contiguous Nebraska counties of: **Burt, Cass, Douglas, Sarpy & Washington**

#### Application Filing Deadlines:

Physical Damage: July 15, 2024

Economic Injury: February 14, 2025

If you are located in a declared disaster area, you may be eligible for financial assistance from the U.S. Small Business Administration (SBA).

#### What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

#### What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

#### What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.688%	5.375%
Business Loans	4.000%	8.000%
Non-Profit Organizations	3.250%	3.250%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.250%	N/A

#### What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

**What are the Loan Amount Limits?**

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$500,000 for the repair or replacement of real estate and \$100,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

**What Restrictions are there on Loan Eligibility?**

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

**Note:** Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

**Is There Help with Funding Mitigation Improvements?**

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$500,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

**Is There Help Available for Refinancing?**

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

**What if I Decide to Relocate?**

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

**Are There Insurance Requirements for Loans?**

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applications for disaster loans may be submitted online using the MySBA Loan Portal at <https://lending.sba.gov> or other locally announced locations. Please contact the SBA's Customer Service Center by email at [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov) or by phone at 1-800-659-2955 for further assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

**Eric Hough/President, Conservation**  
**Board**

**Conservation Board Update / Employment of  
Conservation Director and Salary.**

**Maria Sieck/Administrator, Public  
Health**

**Public Health Update.**

TO: Board of Supervisors  
FROM: Maria Sieck, Administrator  
DATE: 5.23.2024  
REPORT: Bi-monthly update

### **Activities:**

**Outreach:** 3/9, Shamrock Shuffle (100); 3/9, CB Library Water Fest (40); 3/13, IWCC Outreach (30); 3/13 & 3/14, IWCC Presentations (55); 3/28, SWCC Event (30); 4/6, Carter Lake Spring Into Fitness Fair (50); 4/10, IWCC Outreach (35); 4/13, Family Fun Fair (125); 4/17, STEM Festival Riverside (200); 4/26, ISD Student Health Fair (100)

**Collaboration:** Nurse, Nora Evans partnered I-Learn Early Childhood Education Program at Iowa State University in April 2024. Nora provided Spanish voice narration for the online class "2024 Universal Precautions for Iowa Early Childhood and School-Age Professionals". Content material included ways to prevent the risk of infection in childcare, how to protect yourself and others using Universal Precautions, how to access, develop and use an exposure control plan required by Occupational Safety and Health Administration (OSHA). Overall Spanish narration for class was provided.

In the month of April, Methodist & Mohm's Place invited PCPH to their monthly Healthcare outreach, with request that PCPH offer HIV/STI testing to help provide residents of Pottawattamie County the ability to seek more than one service during their visit. PCPH has scheduled to participate in the community outreach for the next 3 months.

**Preparedness:** Updated Measles response policy/procedure. Mar 25-28, 2 staff attended Preparedness Summit in Cleveland, OH.

**Tobacco:** Presented at 3 IWCC communications classes about Quitline & PCPH resources. Four Quit Kits were given out at Carter Lake's Spring Into Fitness Event, one Quit Kit given out at the Family Fun Fair at Charles E. Lakin Human Services Campus. Attended Emmanuel Lutheran Church coffee hour, shared about Quitline & PCPH resources, gave out one Quit Kit. Presented at Lewis Central in five health classes sharing about My Life My Quit, interacting with almost 100 teens. Creative Learning Childcare & Preschool and Shear Attitudes signed Tobacco and Nicotine Free Policies, joining us as community partners for a stricter stance on the Smokefree Air Act of 2008.

**Wise Guys:** Children's Square Long-Term Shelter - 8 adolescents completed, 6 adolescents currently participating in the 3<sup>rd</sup> implementation. Children's Square Emergency Youth Shelter - 7 adolescents participating. Tri-Center - Group 3 had 12 adolescents complete, on 3/26 13 adolescents began the curriculum. Lewis Central - continue to provide to Groups 9-13 with 108 adolescents attending.

### **Disease Prevention:**

**Investigations:** 4 Campy, 1 Crypto, 1 Shigella, 1 Legionella, 2 Hep A (not a case). 1 Measles IgG blood draw after exposure while traveling, no proof of vaccination.

**Immunization/TB:** 49 Routine Immunizations. 1 active & 2 latent TB completed med.; Treating 3 latent TB patients.

### **STD/HIV:**

**Number of Tests:** PCPH/Outreach: 111 HIV, 129 CT/GC, 86 Syphilis; IWCC: \*numbers below 50 suppressed  
**Positivity Rate All Locations/Outreach:** 6.41 %CT, 3.85% GC, 5.5% Syphilis, 14.2% HCV, 0.73% HIV

**Weekly Respiratory Report Summary:** Statewide Activity Overview: COVID activity is very low, Influenza activity is low, Influenza-like-illness (ILI) activity is low.

**Animal Control:** 4 notices to comply; 4 dog bites followed-up; 1 quarantined at MHS, 0 home quarantined, 2 impounds for running at large. 0 cat & 1 dogs surrendered. 1 bat sent off for rabies. 138 dog licenses issued from 3/1 - 4/29.

**Environmental Health:** 36 site evaluations for well/septic installs, 19 septic inspections, 3 well inspections, 38 water tests, 2 swimming pool inspections, 1 tattoo inspection, 9 septic pumper truck inspections, and 13 zoning/environmental health complaints.



**FY24 Public Health Grant Updated May 2024**

<b>Grant</b>	<b>Source</b>	<b>Status</b>	<b>Length</b>	<b>Amount Total</b>	<b>Amendment</b>	<b>Sub- contracted</b>	<b>As of May 2024 Reimbursed</b>	<b>Awaiting Payment</b>	<b>Remainder</b>
<b>LPHS</b>	Iowa HHS	FY24	Annual	\$ 196,476.00		\$ -	\$ 189,688.70	\$ -	\$ 6,787.30
<b>HIV, STI, Hepatitis Immunization</b>	Iowa HHS	CY24	5 yr	\$ 171,018.00		\$ -	\$ 18,316.65	\$ 37,707.95	\$ 114,993.40
<b>PHEP - Preparedness</b>	Mills Co	FY24	Annual	\$ 18,895.00		\$ -	\$ 18,895.00		\$ -
<b>PHEP - Response</b>	Iowa HHS	Rolling	6 yr	\$ 311,771.00		\$ -	\$ 15,941.44	\$ 5,942.39	\$ 289,887.17
<b>Tobacco</b>	Iowa HHS	FY24	4 yr	\$ 331,188.00		\$ -	\$ 285,821.00		\$ 45,367.00
<b>PREP - Wise Guys</b>	Iowa HHS	FY24	5 yr	\$ 48,786.00		\$ 17,900.00	\$ 39,333.36		\$ 9,452.64
<b>Title X</b>	Iowa HHS	FY25	5 yr	\$ 30,000.00		\$ -	\$ 19,931.96	\$ -	\$ 10,068.04
<b>Grants to Counties</b>	Iowa HHS	FY24	Annual	\$ 102,898.00		\$ -	\$ -	\$ -	\$ 102,898.00
<b>Sunscreen Grant</b>	Iowa HHS	FY24	Annual	\$ 50,505.00		\$ -	\$ 13,529.37	\$ 4,133.48	\$ 32,842.15
<b>Substance Abuse</b>	Iowa Cancer	FY25	1 yr			\$ -	\$ -	\$ -	\$ -
	Iowa HHS	FY25	Annual	\$ 10,000.00		\$ -	\$ -	\$ -	\$ 10,000.00
<b>Total</b>				<b>\$ 1,261,537.00</b>	<b>\$ -</b>	<b>\$ 17,900.00</b>	<b>\$ 601,457.48</b>	<b>\$ 47,783.82</b>	<b>\$ 612,295.70</b>

Pool and Tattoo 28E	Iowa DIA	FY24	3 yr	\$ 10,000.00		\$ -	\$ 13,494.00		\$ (3,494.00)
Septic Pumper Inspection Contr	Iowa DNR	FY23	Bi-annual	\$ 1,700.00		\$ -	\$ -	\$ -	\$ 1,700.00
COVIED - closed	NACCHO	01/22-07/23	16 mo	\$ 75,000.00	\$ 25,000.00	\$ -	\$ 100,000.00	\$ -	\$ -
PAVE - closed	NACCHO	09/22-12/23	10 mo	\$ 150,000.00	\$ 25,000.00	\$ 20,000.00	\$ 140,000.00	\$ 35,224.00	\$ (224.00)
Iowa West Foundation - closed	IWF	Cycle 3 2022	12 mo	\$ 50,000.00		\$ -	\$ 50,000.00		\$ -

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

**Public Hearing on Development Agreement with RMP 87  
Development, LLC.**

**TO:** Board of Supervisors  
**FROM:** Matt Wyant  
**DATE:** May 21, 2024  
**RE:** RMP 87 Developers Agreement

**Information:** RMP 87 Development has requested TIF funding to assist with the cost of the development. The subdivision has 12 lots, 11 of which are buildable, estimated valuations of the homes will be \$500,000.00 and up for a total minimum valuation added of \$5.5 million dollars.

The proposed development agreement will allow for up to \$400,000.00 dollars to be reimbursed to the developer for the cost of the street and stormwater improvements.

**Base Valuation:** Page 3 Shall be the taxable valuation of the property show on the county tax rolls as of January 1, 2025.

**Cost Reimbursement:** Page 2, section 3. Only the cost related to construction of the street and storm water drainage improvements.

**Timelines:** Developer agrees to have the first home completed by 12-31-25.  
First payment from the County to the Developer would be on 12-1-27.  
TIF 10-year clock starts when the agreement is signed.

**LMI set aside:** Page 5, section 5. Joint agreement with the City of CB stipulates that the TIF set aside be given to them for projects inside of CB. 46.14% is the percentage that will go to the city, \$184,560.00.

**Legal Fees:** Page 3, section 6. The developer agrees to reimburse the County up to \$5,000.00 or 50% of the cost of the legal fees. We will not know this number until this process is complete. We will send the developer an invoice once we have been billed.

**Recommendation:** For the Board to authorize the Chair to sign the agreement. Pottawattamie County needs more high-end housing to allow families to move up through the housing cycle. This then opens other housing options.

## DEVELOPMENT AGREEMENT

This Agreement is entered into between Pottawattamie County, Iowa (the “County”) and RMP 87 Development, LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Commencement Date”).

WHEREAS, the County has established the 2024 RMP Housing Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the County provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

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

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer’s Covenants:**

**1. Housing Project and Subdivision.** The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Housing Project for review and approval by the Board of Supervisors of the County. Upon approval by the Board of Supervisors, the Site Plan shall be attached hereto as Exhibit B. The Developer agrees to construct the Housing Project on the Property in accordance with the Site Plan. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations. The Developer agrees to cause the completion of at least one (1) of the houses comprising the Housing Project by December 31, 2025.

**2. Infrastructure Project Construction and Inspection.** The Developer has constructed the Infrastructure Project.

Upon acceptance by the County of the Infrastructure Project in accordance with State of Iowa law and all County regulations, the Developer will deliver to the County either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project.

The County shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this subsection shall be interpreted as limiting the County's rights to not accept the work if the Infrastructure Project has not been completed to the satisfaction of the County.

**3. Infrastructure Project Costs Documentation.** The Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion of the Infrastructure Project. Such Infrastructure Costs may include only costs related to the construction of street and storm water drainage improvements (the "Street and Storm Water Drainage Improvements") completed in connection with the construction of the Infrastructure Project. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the County, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Street and Storm Water Drainage Improvements and that such Infrastructure Costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit C with its submittal of the Costs Documentation.

**4. Property Tax Payment Certification.** The Developer agrees to certify to the County by no later than October 15 of each year during the Term (as hereinafter defined), commencing October 15, 2026, an amount (each, a "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property.

In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit D. Each Developer's Estimate shall be divided into two figures: (1) 46.14% shall be designated as the "LMI Amount" (see Section B.5 below); and (2) 53.86% shall be designated as the "Projected Payment Amount." The County reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Pottawattamie County, above and beyond that the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the County’s tax rolls as of January 1, 2025.

Upon request, the County staff shall provide reasonable assistance to the Developer in completing the worksheet(s) required under this Section A.4.

**5. Events of Default.**

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

- i. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developer to complete construction of the Infrastructure Project in accordance with all State of Iowa and County regulations.
- iii. Failure by the Developer to comply with Sections A.2, A.3 and A.4 of this Agreement.

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

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.
- iii. Terminate this Agreement.

**6. Legal and Administrative Costs.** The Developer hereby agrees to pay fifty percent (50%) of the legal fees and administrative costs incurred by the County in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$5,000. The Developer agrees to remit payment to the County within 30 days of the submission of reasonable documentation by the County to the Developer evidencing such costs.

**B. County's Covenants:**

**1. Review of Costs Documentation.** The County staff will review the Costs Documentation upon receipt from the Developer. If the County determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of Street and Storm Water Drainage Improvements, then the County shall record a summary of the date, amount and nature of the costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit E, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the County determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Street and Storm Water Drainage Improvements, the County shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

**2. Payments.** In recognition of the Developer's obligations set out above, the County agrees to make twenty-two (22) semiannual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Developer during the Term of this Agreement pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$400,000. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the incremental taxable valuation of the Property.

This Agreement assumes that a portion of the taxable valuation resulting from the Housing Project will go on the property tax rolls as of January 1, 2026. Accordingly, assuming all appropriation determinations are approved affirmatively by the Board of Supervisors under Section B.3 below, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2027, and continuing through and including June 1, 2038, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**3. Annual Appropriation.** The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in calendar year 2026, the Board of Supervisors of the County shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the

Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the County to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.4 above, provided however that no Payment shall be made under this Agreement after June 1, 2038.

**4. Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2027 and on June 1, 2028, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2026), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues actually received by the County from the Pottawattamie County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment's due date minus the then-effective LMI Amount.

**5. Low and Moderate Income Set Aside.** On each Payment date, the County shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 46.14%. At such time that the County has retained Incremental Property Tax Revenues equal to 46.14% of the Maximum Payment Total, the County shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before making the Payments to the Developer.

The funds retained shall be used by the County in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. Pursuant to that certain Joint Agreement between the County and the City of Council Bluffs, Iowa (the "City") dated February 13, 2024, the County has agreed to distribute the LMI Amount to the City to assist the City in paying the costs of undertaking programs to aid low and moderate income families with their housing needs.

**6. Certification of Payment Obligation.** In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the County Auditor will certify by December 1 of each such year to the Pottawattamie County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

### **C. Administrative Provisions:**

**1. Assignment.** Neither party shall have the right to cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the County hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project,



without further action on the part of the County. This Agreement is personal to the Developer and shall not run with the Property.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the County to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

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

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

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

RMP 87 DEVELOPMENT, LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel "F", a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

**EXHIBIT B**  
**SITE PLAN FOR HOUSING PROJECT**

# FINAL PLAT OF RMP 87 DEVELOPMENT

This drawing is being made in accordance with the provisions of the laws of the State of Illinois and the rules of the Board of Surveying and Mapping. The engineer and architect assume no liability for any loss or damage, except in accordance with the terms of the contract agreement.

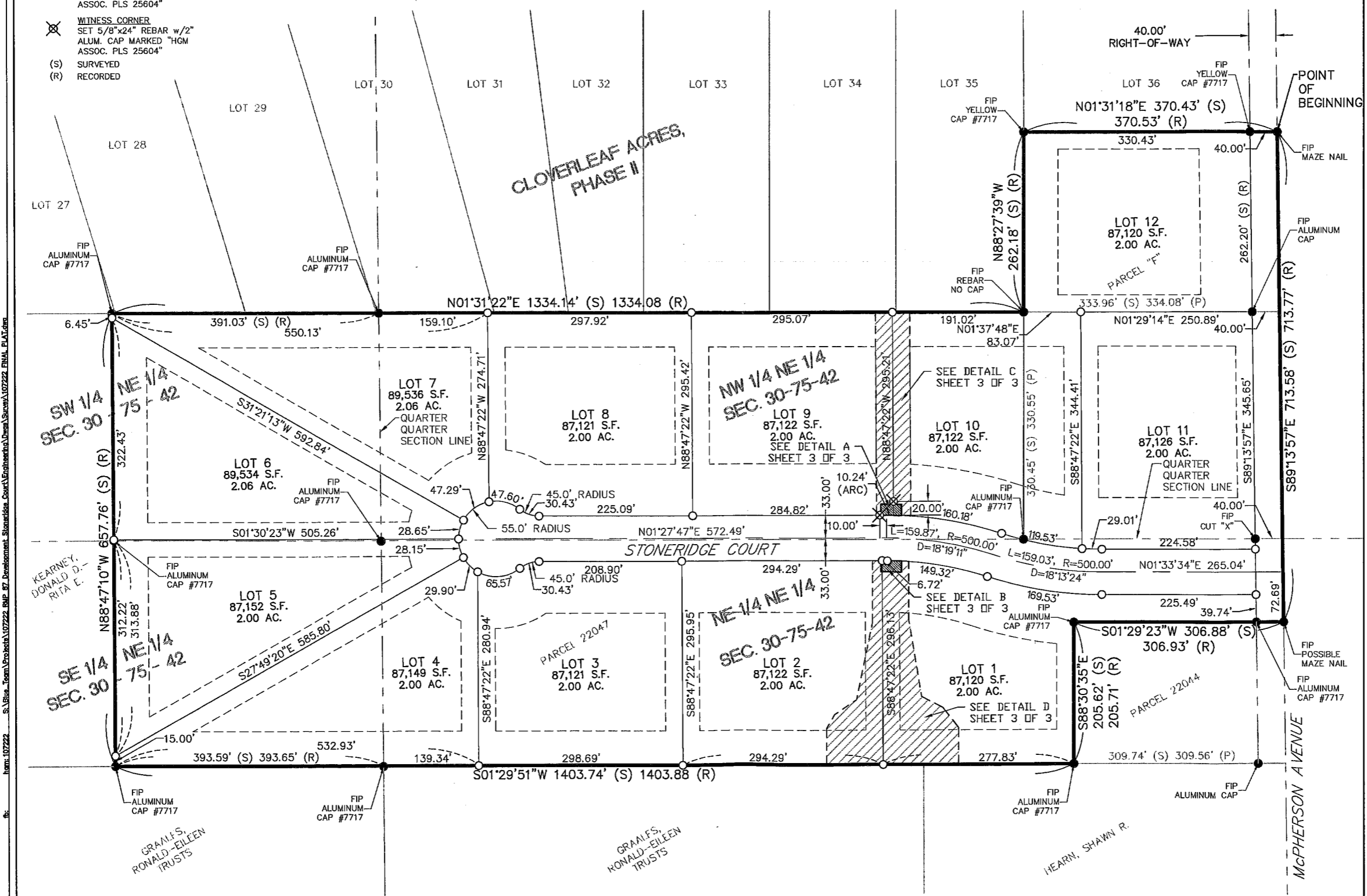
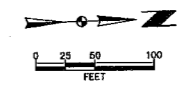
**hgm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

DATE	BY	REVISION

project **RMP 87 DEVELOPMENT - LLC SUBDIVISION**  
client **WAYNE PETERSON RMP DEVELOPMENT**  
sheet **FINAL PLAT**

project no. **107222**  
sheet **2 OF 3**

- LEGEND**
- FOUND PROPERTY CORNER AS NOTED IN THE DRAWING.
  - "R-1" SETBACK LINES
  - SET 5/8"x24" REBAR w/2" ALUM. CAP MARKED "HGM ASSOC. PLS 25604"
  - ⊗ WITNESS CORNER SET 5/8"x24" REBAR w/2" ALUM. CAP MARKED "HGM ASSOC. PLS 25604"
  - (S) SURVEYED
  - (R) RECORDED



hgm: 107222, S:\Bldg\_Term\Projects\107222\_RMP\_87\_Development\_Stoneridge\_Court\Engineering\Draws\Survey\107222\_FINAL\_PLAT.dwg

**EXHIBIT C**  
**FORM OF COVER PAGE FOR INFRASTRUCTURE COSTS  
DOCUMENTATION**

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

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Index of Invoices/Statements Attached to substantive request:

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I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Infrastructure Project.

RMP 87 Development, LLC

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

Title: \_\_\_\_\_

Reviewed and accepted by Pottawattamie County, Iowa this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

County Auditor

**EXHIBIT D**  
**DEVELOPER'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
\$ \_\_\_\_\_.
- (3) Base Taxable Valuation of Property (January 1, 2025):  
\$ \_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$ \_\_\_\_\_ (the "TIF Value").
- (5) Current County fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$ \_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$ \_\_\_\_\_ x \$ \_\_\_\_\_ /1000=\$ \_\_\_\_\_ (the "Developer's Estimate")
- (7) Developer's Estimate = \$ \_\_\_\_\_  
x .5386 = \$ \_\_\_\_\_ (Project Payments Amount)  
x .4614 = \$ \_\_\_\_\_ (Estimated LMI Amount)



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

**Discussion and/or decision to approve and authorize  
Board to sign Resolution No. 43-2024 entitled:  
Resolution Approving Development Agreement with  
RMP 87 Development, LLC, Authorizing Tax Increment  
Payments, and Pledging Certain Tax Increment Revenues  
to the Payment of the Agreement.**



## RESOLUTION 43-2024

### Resolution Approving Development Agreement with RMP 87 Development, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the Board of Supervisors (the “Board”) of Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2024 RMP Housing Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Board has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the “Agreement”) between the County and RMP 87 Development, LLC, (the “Developer”) has been prepared in connection with the construction by the Developer of public infrastructure necessary to support the development of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the County would provide tax increment payments to the Developer in a total amount not exceeding \$400,000; and

WHEREAS, the Board, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 28, 2024, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Agreement is hereby approved, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this Board of Supervisors. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the County under the Agreement shall be subject to annual appropriation by the Board, in the manner set out in the Agreement. As provided and required by

Chapter 403 of the Code of Iowa, the County’s obligations under the Agreement shall be payable solely from a subfund (the “RMP 87 Development, LLC Subfund”) which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from certain real property described as follows:

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel “F”, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

Section 5. The County hereby pledges to the payment of the Agreement the RMP 87 Development, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the RMP 87 Development, LLC Subfund are appropriated for such purpose by the Board of Supervisors.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the RMP 87 Development, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 28, 2024.

**ROLL CALL VOTE**

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

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



May 22, 2024

**VIA EMAIL**

Pam Kalstrup  
Zoning & Land Use Coordinator  
Planning & Development  
Pottawattamie County Courthouse  
Council Bluffs, IA

Re: RMP 87 Development, LLC Development Agreement  
Our File No. 513630-4

Dear Pam:

Attached please find copies of proceedings covering the public hearing on the proposed Development Agreement with RMP 87 Development, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(RMP 87 Development, LLC)

513630-4

Council Bluffs, Iowa

May 28, 2024

A meeting of the Board of Supervisors of Pottawattamie County, Iowa, was held at 10:00 a.m., on May 28, 2024, in the Supervisors’ Hearing Room, Second Floor of the Pottawattamie County Courthouse, Council Bluffs, Iowa, pursuant to the rules of the Board.

The Chairperson presided and the roll was called, showing Supervisors present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Board of Supervisors investigated and found that notice of the intention of the Board of Supervisors to conduct a public hearing to approve a Development Agreement between the County and RMP 87 Development, LLC had been published according to law and as directed by the Board and that this is the time and place at which the Board shall receive oral or written objections from any resident or property owner of the County. All written objections, statements, and evidence heretofore filed were reported to the Board, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Chairperson announced that the hearing was closed.

Supervisor \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor \_\_\_\_\_; and after due consideration thereof by the Board, the Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chairperson declared said resolution duly adopted, as follows:

RESOLUTION \_\_\_\_\_

Resolution Approving Development Agreement with RMP 87 Development, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the Board of Supervisors (the “Board”) of Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2024 RMP Housing Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Board has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the “Agreement”) between the County and RMP 87 Development, LLC, (the “Developer”) has been prepared in connection with the construction by the Developer of public infrastructure necessary to support the development of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the County would provide tax increment payments to the Developer in a total amount not exceeding \$400,000; and

WHEREAS, the Board, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 28, 2024, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Agreement is hereby approved, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this Board of Supervisors. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the County under the Agreement shall be subject to annual appropriation by the Board, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Agreement shall be payable solely from a subfund (the "RMP 87 Development, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from certain real property described as follows:

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AND

Parcel "F", a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

Section 5. The County hereby pledges to the payment of the Agreement the RMP 87 Development, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the RMP 87 Development, LLC Subfund are appropriated for such purpose by the Board of Supervisors.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the RMP 87 Development, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved May 28, 2024.

---

Chairperson

Attest:

---

County Auditor

•••••

On motion and vote the meeting adjourned.

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Chairperson

Attest:

---

County Auditor



STATE OF IOWA

SS:

POTTAWATTAMIE COUNTY

I, the undersigned, County Auditor of Pottawattamie County, hereby certify that the foregoing is a true and correct copy of the minutes of the Board of the County relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_ day of \_\_\_\_\_, 2024.

---

County Auditor

STATE OF IOWA

SS:

POTTAWATTAMIE COUNTY

I, the undersigned, County Auditor of Pottawattamie County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2024, there was filed in my office a certified copy of a resolution of such County shown to have been adopted by the Board of Supervisors and approved by the Chairperson thereof on May 28, 2024, entitled: “Resolution Approving Development Agreement with RMP 87 Development, LLC, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement,” and that I have duly placed the copy of the resolution on file in my records.

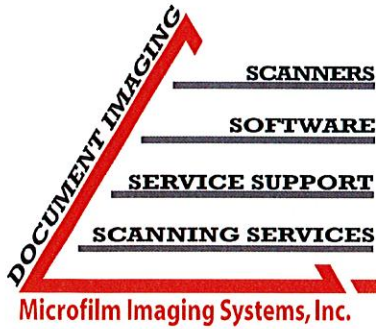
WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

**Other Business**

**Melvyn Houser/Auditor and Jeannette  
Johnson/Executive Assistant, Board of  
Supervisors**

**Discussion and/or decision on digitizing the minute  
books and the drainage district information.**



2530 Harney Street • Omaha, NE 68131  
(402) 346-7211 • 800-346-1365  
Fax (402) 346-6643  
[www.MicrofilmImaging.com](http://www.MicrofilmImaging.com)

March 5, 2024

Pottawattamie County, Iowa  
Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51505  
Attn: Jeannette Johnson via email: [jeannette.johnson@PottCounty-ia.gov](mailto:jeannette.johnson@PottCounty-ia.gov)

Dear Jennette:

Thank you for arranging the meeting last week with our technical folks and your group. As committed in the meeting, below is a summary of the pricing on the products discussed along with several options.

Book scanning pricing is as follows:

9 Bound Books	\$240.00 Each
18 Pinned Books	\$ 72.50 Each

\*\* This pricing includes all pickup and delivery charges along with OCR if required and deliverable media.

The Bound Books will be scanned in Color and 200 DPI creating the best possible quality. The Pinned Books will be scanned in Black & White 200 DPI. All images will be scanned as TIFF Images and or PDF Searchable images. The PDF searchable images will allow you to search for a single field within a directory using the extended search feature. The Tiff images will allow you to use the LaserFiche product and have the capability of multiple word or field searches. LaserFiche is also a WEB based product.

The pricing for LaserFiche is as follows:

Per User per Year	\$600.00
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We would like to Thank you again for the opportunity and the continued business relationship. Please let me know if you have any additional questions.

Sincerely,

*John J. Graham*

John J. Graham  
General Manager  
(c)402-690-7474



**POTTAWATTAMIE COUNTY IA**  
**ADMINISTRATION OPTION A:**  
**ON-SITE DIGITAL PRESERVATION OF**  
**HISTORICAL BOARD MINUTE BOOKS (ALL PHYSICAL)**  
**&**  
**DEVELOPMENT OF A**  
**POTTAWATTAMIE COUNTY SEARCHABLE ONLINE ARCHIVE**

**Proposal #11292021P1V3**

February 15, 2024

Prepared for:

**Pottawattamie County**  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

**Melvyn Hauser**  
**County Auditor**  
712.328.5701  
[Melvyn.hauser@pottcounty-ia.gov](mailto:Melvyn.hauser@pottcounty-ia.gov)

**Jeannette Johnson**  
**Clerk of the Board**  
712.328.5644  
[jeannette.johnson@pottcounty-ia.gov](mailto:jeannette.johnson@pottcounty-ia.gov)

### Project Benefits for Pottawattamie County, IA:

- Digital preservation & back-up protection of historical original books & documents from loss due to fire, water events or further deterioration
- On-site capture to reduce transportation risks for books
- Improved public access with a link on Pottawattamie County's website to all historical Board Minutes for **greater transparency**
- **Staff efficiencies** (reduced costs) on research requests with enhanced search tools such as Word Search (Names, Events, Vendors, Topics, etc.) to locate relevant pages
- Establishes a new Pottawattamie County Historical Document Archive for ongoing consistency of archiving practices of future Minutes and other Record Series
- Image quality enhancement of original documents into a high-resolution, **color image**
- Reduces internal IT support & costs with a hosted Searchable Archive

### OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with **Pottawattamie County, IA**. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

### Board Minutes

- Approximate Images 23,390
- Date Range 1870 through 2023
- Image Size 8.5" x 14"; some as large as 13" x 18"
- Condition Good to excellent
- Bindery Bound (9), pinned (35)
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes, of typed text
- File Format Web Optimized PDF-A Files & JPEG Thumbnail Images
- Delivery Single page and two-page spread
- Metadata Book name, year, sequential page number
- Work Location Materials to be digitized at the client location

### **Key Assumptions**

Word Search applicable for all TYPED content

Bound books presented in Two-Page Spread format

Pinned books presented in a Single-Page format

Attachments in books will be captured where located and re-constructed as found

### **ARCASearch DIGITAL ARCHIVING**

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files and JPEG Thumbnail Images on external hardware upon receiving final payment for project

We look forward to working with **Pottawattamie County, IA**. Below are a few items ArcaSearch will need to begin your project.

- Notify ArcaSearch of any scheduling requirements
- Provide a minimum of 14' x 20' space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- Allocated space will need to have standard office outlets, minimum of six 15 Amps
- Provide access to high speed internet, to include VPN permissions
- Allow ArcaSearch staff access to building during business hours

### **ESTIMATED TIMING**

**The following is a timeline for your planning purposes.**

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 4 months for project's completion.



## **COMPASS ECLIPSE RESEARCH SYSTEM**

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

### **System Requirements**

PC: Windows 7 or newer, macOS, or Linux operating system recommended

PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)

Pop up blockers should be disabled for optimum viewing

### **Product Modules**

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

### **Digital Archive Hosting**

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

### **Technology Updates**

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

### **Service Level**

ArcaSearch maintains a 99.9 percent “up time” during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

## **STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM**

### **Hosting your Research site at a secure location**

ArcaSearch has elected to host your site link at the highly secure Level 3, Data Center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

The Data Center building, its tenants, and its parking areas have exceptional security. Entry to the facility is controlled by on-site security and each door/floor is controlled through card-access entry.

- Multi-level physical access controls
- Personal verification with properly issued ID
- Card access entry with photo verification
- IP Video surveillance recorded and stored for 90 days, both inside and outside the facilities
- Man-trap entries
- Locked cabinets, cages, storage, and suites
- We have a Diverse Tier 1 backbone providers connected via diverse paths
- 100/1000 MB Fast Ethernet connections.
- On-net, Carrier neutral facility

The Data Center building is backed a N+2 HVAC system. They monitor environmental systems 24 hours a day, seven days a week.

- N+2 temperature and humidity with multiple segregated cooling zones environment
- Raised floors with automated moisture detectors under the floors
- Zoned smoke and heat detectors
- Dry-pipe, pre-action fire sprinkler systems
- Managed and monitored 24×7
- Professional quarterly maintenance
- Secure Protection of Data and Infrastructure – 24×7 Multi-Level Security

The Data Center building has redundant power systems (2 megawatt generator, transfer switch, UPS systems, battery plants, flexible power configurations). If any one component in the network or electrical system fails, a redundant system designed to carry the full load immediately takes control. Should the entire primary HVAC system fail, a secondary system designed to immediately handle the full capacity for cooling maintains the proper temperature in the data center.

- 110 volt, single phase
- 208 volt, single phase/three phase
- Diverse A/B electrical circuits
- Custom power
- Protection Power Plan” or “Variable Power Plan”
- 100% Power Availability
- Redundant power infrastructure
- Redundant backup battery systems
- Diesel-powered generators
- Weekly, rigorous system testing
- Professional quarterly maintenance
- Network Availability

**Authentication & Access Options**

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users.

This authentication process includes a multifaceted feature that includes username/password challenge and IP Filtering.

**Username/Password**

If specified to require username & password authentication, the research site will not be accessible until a user has entered valid credentials for access to the site

**IP Filter**

Login can be further restricted to specific IP addresses provided by the customer. This will restrict access to users who use the provided IP addresses. This can be combined with Username/Password authentication for increased security.

**End User Technical Support**

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

**Phone and Email Support**

Phone and email support are available Monday through Friday 8am – 4:30pm CST

**Data Management and Storage**

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

**Antivirus Software**

Antivirus software is run at the Data Center on the file storage servers.

## **TERMS AND CONDITIONS**

### **Document Care**

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

### **Confidentiality**

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

### **Content of Documents**

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

### **Third Party Supplied Images**

ArcaSearch will do its best to bring image abnormalities to the client's attention when ArcaSearch is aware of them. When images are supplied by a third-party vendor, the client accepts full responsibility for image abnormalities including but not limited to images being out of focus, inverted, obstructed, missing pages, rotated etc.

Images supplied by a third party will be noted on the research site.

**Limitation of Liability**

In recognition of the relative risks and benefits of this project, to both the Client and ArcaSearch, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ArcaSearch to Client for any and all claims, losses, costs, damages of any nature whatsoever, or expenses related to any such claims or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ArcaSearch to Client shall not exceed 75% of ArcaSearch total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however asserted, alleged, pled or arising, unless otherwise prohibited by law.

**Warranty**

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

**Termination**

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.

## **PRICING**

### **Project Estimating**

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of images at the completion of this project. Additional images over the estimated image count for this project will be priced at the per page rate of this project.

### **Payment Terms**

ArcaSearch will invoice 50% of the project price upon receipt of this signed proposal and 25% upon imaging completion. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price.

Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

### **Oversized Documents and Inserts**

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted images other than what has already been identified in this proposal will be billed at rate of \$9.50 per image.

### **Additional Programming**

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum. ArcaSearch will do our best at providing you the highest quality searchable image when digital images have been provided to us to be added to our research site. We are not responsible for missing images or naming errors on images that are provided to us in a digital born format or paper to digital format.

By signing this agreement for **Proposal #11292021P1V3** you are acknowledging that you have read, understand and agree to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance and supersedes all previous proposals or agreements.

**PROJECT PRICE**

- **Estimated Project Price: \$25,878**

Includes:

- Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
- Compass Eclipse Research Site build
- Two-step verification process for image quality and accuracy
- Two complete copies of your archived files on external media
- Includes the first year of the Compass Eclipse Research System Annual Fee

**ANNUAL FEE**

- **Compass Eclipse Research System Annual fee for the Second Year: \$1,948**

Includes:

- A complete, integrated document digital archival and retrieval system
  - User friendly
  - Clipboard Feature
  - Fast Searching Capabilities
  - Maintained and updated
- Hosting your research site in a nationally recognized data center
- Diverse Authentication & Site Access Options
- Unlimited users
- End User Technical Support through site tutorials, email and phone
- Patented process delivers high quality images at unprecedented speeds without sacrificing image quality or accuracy of OCR results

**ACCEPTED BY:**

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client Name- Signature*

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client Name- Printed*

For ArcaSearch: \_\_\_\_\_ Date: \_\_\_\_\_  
*ArcaSearch*

**CONTACT INFORMATION:**

David Frank  
Document Preservation Consultant  
ArcaSearch, LLC  
720 St. Germain St.  
St. Cloud, MN 56301  
320.282.4375  
[david.frank@arcasearch.com](mailto:david.frank@arcasearch.com)

Tammy Hoekstra  
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**POTTAWATTAMIE COUNTY IA**  
**ADMINISTRATION OPTION B:**  
**ON-SITE DIGITAL PRESERVATION OF**  
**HISTORICAL BOARD MINUTE BOOKS**  
**(PHYSICAL & DIGITAL PDF's)**  
**&**  
**DEVELOPMENT OF A**  
**POTTAWATTAMIE COUNTY SEARCHABLE ONLINE ARCHIVE**

**Proposal #11292021P1V3b**

February 19, 2024

Prepared for:

**Pottawattamie County**  
 227 South 6<sup>th</sup> Street  
 Council Bluffs, IA 51501

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### Project Benefits for Pottawattamie County, IA:

- Digital preservation & back-up protection of historical original books & documents from loss due to fire, water events or further deterioration
- On-site capture to reduce transportation risks for books
- Use of digital PDF's images from 1995 – 2023 for cost savings
- Improved public access with a link on Pottawattamie County's website to all historical Board Minutes for **greater transparency**
- **Staff efficiencies** (reduced costs) on research requests with enhanced search tools such as Word Search (Names, Events, Vendors, Topics, etc.) to locate relevant pages
- Establishes a new Pottawattamie County Historical Document Archive for ongoing consistency of archiving practices of future Minutes and other Record Series
- Image quality enhancement of original documents into a high-resolution, **color image**
- Reduces internal IT support & costs with a hosted Searchable Archive

### OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with **Pottawattamie County, IA**. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

#### Board Minutes

- Approximate Images 23,390
- Date Range 1870 through 2023
- Image Size 8.5" x 14"; some as large as 13" x 18"
- Condition Good to excellent
- Bindery Bound (9), pinned (19), digital
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes, of typed text
- File Format Web Optimized PDF-A Files & JPEG Thumbnail Images
- Delivery Single page and two-page spread
- Metadata Book name, year, sequential page number
- Work Location Materials to be digitized at the client location

**Key Assumptions**

Word Search applicable for all TYPED content

Bound books presented in Two-Page Spread format

Pinned books presented in a Single-Page format

1995 – 2023 will be provided as digital, PDF format images

Attachments in books will captured where located and re-constructed as found

**ARCASEARCH DIGITAL ARCHIVING**

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files and JPEG Thumbnail Images on external hardware upon receiving final payment for project

We look forward to working with **Pottawattamie County, IA**. Below are a few items ArcaSearch will need to begin your project.

- Notify ArcaSearch of any scheduling requirements
- Provide a minimum of 14' x 20' space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- Allocated space will need to have standard office outlets, minimum of six 15 Amps
- Provide access to high speed internet, to include VPN permissions
- Allow ArcaSearch staff access to building during business hours

**ESTIMATED TIMING**

**The following is a timeline for your planning purposes.**

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 4 months for project's completion.

## **COMPASS ECLIPSE RESEARCH SYSTEM**

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

### **System Requirements**

PC: Windows 7 or newer, macOS, or Linux operating system recommended

PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)

Pop up blockers should be disabled for optimum viewing

### **Product Modules**

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

### **Digital Archive Hosting**

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

### **Technology Updates**

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

### **Service Level**

ArcaSearch maintains a 99.9 percent “up time” during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

## **STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM**

### **Hosting your Research site at a secure location**

ArcaSearch has elected to host your site link at the highly secure Level 3, Data Center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

The Data Center building, its tenants, and its parking areas have exceptional security. Entry to the facility is controlled by on-site security and each door/floor is controlled through card-access entry.

- Multi-level physical access controls
- Personal verification with properly issued ID
- Card access entry with photo verification
- IP Video surveillance recorded and stored for 90 days, both inside and outside the facilities
- Man-trap entries
- Locked cabinets, cages, storage, and suites
- We have a Diverse Tier 1 backbone providers connected via diverse paths
- 100/1000 MB Fast Ethernet connections.
- On-net, Carrier neutral facility

The Data Center building is backed a N+2 HVAC system. They monitor environmental systems 24 hours a day, seven days a week.

- N+2 temperature and humidity with multiple segregated cooling zones environment
- Raised floors with automated moisture detectors under the floors
- Zoned smoke and heat detectors
- Dry-pipe, pre-action fire sprinkler systems
- Managed and monitored 24×7
- Professional quarterly maintenance
- Secure Protection of Data and Infrastructure – 24×7 Multi-Level Security

The Data Center building has redundant power systems (2 megawatt generator, transfer switch, UPS systems, battery plants, flexible power configurations). If any one component in the network or electrical system fails, a redundant system designed to carry the full load immediately takes control. Should the entire primary HVAC system fail, a secondary system designed to immediately handle the full capacity for cooling maintains the proper temperature in the data center.

- 110 volt, single phase
- 208 volt, single phase/three phase
- Diverse A/B electrical circuits
- Custom power
- Protection Power Plan” or “Variable Power Plan”
- 100% Power Availability
- Redundant power infrastructure
- Redundant backup battery systems
- Diesel-powered generators
- Weekly, rigorous system testing
- Professional quarterly maintenance
- Network Availability

**Authentication & Access Options**

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users.

This authentication process includes a multifaceted feature that includes username/password challenge and IP Filtering.

**Username/Password**

If specified to require username & password authentication, the research site will not be accessible until a user has entered valid credentials for access to the site

**IP Filter**

Login can be further restricted to specific IP addresses provided by the customer. This will restrict access to users who use the provided IP addresses. This can be combined with Username/Password authentication for increased security.

**End User Technical Support**

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

**Phone and Email Support**

Phone and email support are available Monday through Friday 8am – 4:30pm CST

**Data Management and Storage**

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

**Antivirus Software**

Antivirus software is run at the Data Center on the file storage servers.

## **TERMS AND CONDITIONS**

### **Document Care**

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

### **Confidentiality**

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

### **Content of Documents**

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

### **Third Party Supplied Images**

ArcaSearch will do its best to bring image abnormalities to the client's attention when ArcaSearch is aware of them. When images are supplied by a third-party vendor, the client accepts full responsibility for image abnormalities including but not limited to images being out of focus, inverted, obstructed, missing pages, rotated etc.

Images supplied by a third party will be noted on the research site.

**Limitation of Liability**

In recognition of the relative risks and benefits of this project, to both the Client and ArcaSearch, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ArcaSearch to Client for any and all claims, losses, costs, damages of any nature whatsoever, or expenses related to any such claims or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ArcaSearch to Client shall not exceed 75% of ArcaSearch total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however asserted, alleged, pled or arising, unless otherwise prohibited by law.

**Warranty**

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

**Termination**

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.



## **PRICING**

### **Project Estimating**

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of images at the completion of this project. Additional images over the estimated image count for this project will be priced at the per page rate of this project.

### **Payment Terms**

ArcaSearch will invoice 50% of the project price upon receipt of this signed proposal and 25% upon imaging completion. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price.

Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

### **Oversized Documents and Inserts**

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted images other than what has already been identified in this proposal will be billed at rate of \$9.50 per image.

### **Additional Programming**

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum. ArcaSearch will do our best at providing you the highest quality searchable image when digital images have been provided to us to be added to our research site. We are not responsible for missing images or naming errors on images that are provided to us in a digital born format or paper to digital format.

By signing this agreement for **Proposal #11292021P1V3b** you are acknowledging that you have read, understand and agree to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance and supersedes all previous proposals or agreements.

**PROJECT PRICE**

- **Estimated Project Price: \$24,499**

Includes:

- Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
- Compass Eclipse Research Site build
- Two-step verification process for image quality and accuracy
- Two complete copies of your archived files on external media
- Includes the first year of the Compass Eclipse Research System Annual Fee

**ANNUAL FEE**

- **Compass Eclipse Research System Annual fee for the Second Year: \$1,948**

Includes:

- A complete, integrated document digital archival and retrieval system
  - User friendly
  - Clipboard Feature
  - Fast Searching Capabilities
  - Maintained and updated
- Hosting your research site in a nationally recognized data center
- Diverse Authentication & Site Access Options
- Unlimited users
- End User Technical Support through site tutorials, email and phone
- Patented process delivers high quality images at unprecedented speeds without sacrificing image quality or accuracy of OCR results

**ACCEPTED BY:**

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client Name- Signature*

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client Name- Printed*

For ArcaSearch: \_\_\_\_\_ Date: \_\_\_\_\_  
*ArcaSearch*

**CONTACT INFORMATION:**

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# Committee Appointments

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

**Received/Filed**

# Public Comments