

# **Consent Agenda**

October 1, 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 Shea, and second Jorgensen, to approve:

- A. September 24, 2024, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Shea, to approve and sign Proclamation designating the month of October 2024 as Breast Cancer Awareness Month.

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

PROCLAMATION

BREAST CANCER AWARENESS MONTH – OCTOBER 2024

WHEREAS, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer; and

WHEREAS, we show our support for every individual and every family struggling with breast cancer, and we pause to remember those we have lost; and.

WHEREAS, Breast Cancer Awareness Month in October is a chance to raise awareness about the importance of early detection of breast cancer by getting a mammogram and encouraging our community, organizations, churches, families and individuals to get involved; and

WHEREAS, we salute the women and men who dedicate themselves to prevention, detection and treatment as we observe Breast Cancer Awareness Month.

NOW THEREFORE, BE IT RESOLVED, that The Pottawattamie County Board of Supervisors, does hereby declare October 2024 as Breast Cancer Awareness Month and encourages all citizens, community agencies, organizations, businesses, and schools within Pottawattamie County to increase awareness.

Approved this 1st day of October, 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

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

Chris LaFerla/President & CEO, Council Bluffs Chamber and The 712 Initiative appeared before the Board to give an update on Council Bluffs Chamber and The 712 Initiative merge. Discussion only. No Action Taken.

Motion made by Belt, second by Shea, to approve and authorize Board to sign **Resolution No. 59-2024** entitled: Resolution Establishing an Hourly Compensation Rate for Court-Appointed Attorney and Establishing a Payment Method for Court – Appointed Attorneys Under Iowa Code §915.37.

**RESOLUTION NO. 59-2024**

**A RESOLUTION ESTABLISHING AN HOURLY COMPENSATION RATE FOR COURT-APPOINTED ATTORNEY AND ESTABLISHING A PAYMENT METHOD FOR COURT-APPOINTED ATTORNEYS UNDER IOWA CODE § 915.37**

WHEREAS, Iowa Code §§ 125.78 and 229.8 directs the Board of Supervisors to establish the hourly compensation rate for an attorney appointed under either of these sections; and

WHEREAS, the manner in which the compensation rate is established is to be substantially in the same manner as provided by Iowa Code §815.7; and

WHEREAS, Iowa code §§ 598.12 and 633.561 provide that the County shall pay court-appointed attorney fees in certain situations; and

WHEREAS, it is desirable and necessary to fix the hourly rate of compensation for court-appointed attorneys by written resolution of the Board of Supervisors; and

WHEREAS, Iowa code § 915.37 provides that an attorney shall be appointed in certain circumstances, but does not provide a method for that attorney to be paid and there is no other apparent means for which an attorney should be paid in these circumstances; and

WHEREAS, it is desirable and necessary to guarantee attorneys appointed under Iowa Code § 915.37 are paid for performing the work required of them;

NOW, THEREFORE, BE IT RESOLVED, that the Pottawattamie County Board of Supervisors hereby adopts the reasonable compensation calculation as laid out in Iowa Code § 815.7 as the compensation rate for attorneys appointed at County expense, and includes attorneys appointed under Iowa Code § 915.37 as attorneys appointed at County expense unless otherwise directed by the Court.

Dated this 1<sup>st</sup> day of October, 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

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

**3. OTHER BUSINESS**

Motion by Wichman, second by Shea, to approve the re-hire of Treasurer Clerk II and pay for Cynthia Smith.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Chairperson to sign Employment Agreement with Director Chief Medical Examiner Investigator Cody Pane.  
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to authorize Chair to sign the forgiveness portion of the small-town forgivable note for Oakland.  
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to authorize Chair to sign the forgiveness portion of the small-town forgivable note for Neola.  
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to authorize Chair to sign the forgiveness portion of the small-town forgivable note for Carson.  
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 for Vince Guyer who replaced Chad Freeberg.
- B. Report(s):
  - 1) Sheriff Report of Fees Disbursed and Collected for August 2024.
- C. Salary Action(s):
  - 1) WIC – Employment of Hanna Houk as a Breast-Feeding Peer Counselor.
  - 2) Secondary Roads – Payroll status change for Kevin Sampson.

#### **6. PUBLIC COMMENTS**

No public comments.

#### **7. STUDY SESSION**

Suzanne Watson, CEO, Southwest Iowa Mental Health & Disability Services appeared before the Board for discussion on RFP Support.  
Discussion only. No Action Taken.

#### **8. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:25 P. M.

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

ATTEST:

\_\_\_\_\_  
Melvyn Houser, Auditor

APPROVED: October 8, 2024

PUBLISH: X



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** October 1<sup>st</sup>, 2024

**ESTABLISHMENT:** *Renewal – Pioneer Trail Orchard & pumpkin Patch*

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments		✓
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS** *1st half not paid*      **Signature** *Lea A. Voss*

**TO:** Lea Voss, County Treasurer  
 Andrew Brown, County Sheriff  
 Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

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TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received	✓	
	Citations issued at this establishment		✓
	Owner convicted of a felony within the last 5 years		✓

**COMMENTS**

Signature

*ABW 78-1*

*9/30/23 - Asslt report - no charges*

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

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<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned	✓	
	Nuisance violations		✓
	Septic system violations		✓
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

**Signature**



## License Application (BW0098535)

- **Applicant**

**Name of Legal Entity :** PIONEER TRAIL ORCHARD & PUMPKIN PATCH L.L.C.

**Name of Business(DBA) :** Pioneer Trail Orchard and Pumpkin Patch

**Address of Premises :** 21534 Chestnut Road

**Premises Suite/Apt Number :**

**City :** Council Bluffs

**County :** Pottawattamie

**Zip :** 51503

**Business :** (712) 366-1505

**Mailing Address:** 21534 Chestnut Road

**City :** Council Bluffs

**State :** Iowa

**Zip :** 51503

- **Contact Person**

**Name :** Tarry Hempel

**Phone :** (712) 366-1505

**Email :** tarry@ptapples.com

- **License Information**

**License Number :** BW0098535

**License/Permit Type :** Special Class C Retail Alcohol License

**Term :** 12 Month

**Status :** Submitted to Local Authority

**Effective Date :** 2024-10-11

**Expiration Date :** 2025-10-10

**Sub-Permits :** Special Class C Retail Alcohol License

**Privileges :** Outdoor Service

**Last Day of Business :**

- **Status of Business**

**Business Type :** Limited Liability Company

- **Ownership**

Tarry Hempel

**City :** Council Bluffs

**State :** Iowa

**Zip : 51503**

**Position : Owner**

**% of ownership : 100%**

**U.S. Citizen : Yes**

- **Insurance Company Information**

**Insurance Company : Illinois Casualty Co**

**Policy Effective Date : 2024-10-11**

**Policy Expiration : 2025-10-11**

**Bond Effective :**

**Dram Cancel Date :**

**Outdoor Service Effective :**

**Outdoor Service Expiration :**

**Temp Transfer Effective Date :**

**Temp Transfer Expiration Date :**

- 

-



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7443 15 201 001

--- Permanent Property Address ---  
HEMPEL, TARRY A  
21498 CHESTNUT RD  
COUNCIL BLUFFS, IA 51503

----- Mailing Address -----  
HEMPEL, TARRY A  
21534 CHESTNUT RD  
COUNCIL BLUFFS, IA 51503

=====  
District: 049 LEWIS TWP/LEWIS CENTRAL  
District: 049 LEWIS TWP/LEWIS CENTRAL  
=====

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744315201001>

=====  
TAX DESCRIPTION\*  
=====

\* Not to be used on legal documents

LEWIS TWP 15-74-43 NW NE EXC E335.87' & E16' NE NW (PARCELS E OF B & F OF D)

=====  
ASSESSED VALUE  
=====

\* Class is for Assessment purposes only - Not Zoning

Current Value						
2024	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$35,800	\$336,900	\$7,400	\$380,100	29.600	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$35,800	\$336,900	\$7,400	\$380,100	29.600	A/AD

Prior Year Value						
2023	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$35,800	\$336,900	\$7,400	\$380,100	29.600	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$35,800	\$336,900	\$7,400	\$380,100	29.600	A/AD

=====  
EXEMPTIONS/CREDITS APPLIED  
=====

- 2023 AGLAND
- 2023 HOMESTEAD
- 2023 MILITARY
- 2024 HOMESTEAD
- 2024 MILITARY

=====  
OWNERS  
=====

\* Book/Page LINKS TO RECORDER'S WEBPAGE

- 1 D HEMPEL, TARRY A                      book/page: 106/24582 D
- 2 D SHANAHAN, JANICE M

=====  
SALES HISTORY  
=====

Sale Date	Amount	Code	Book/Page
06/05/2006	1	<a href="#">D009</a>	0106/24580
06/05/2006	1	<a href="#">D009</a>	0106/24581
05/04/1995	0	<a href="#">D038</a>	0095/28558
12/01/1994	88000	<a href="#">C019</a>	0095/14183

=====  
ASSESSMENT DATA  
=====

PDF: 27    MAP: LEWIS TWP

Date Reviewed: 08/23/22 BL

LAND.....1289376 sqFt      29.6 acres                      CSR2/Acre 49.26

Residence 1 of 1 -- Single-Family

BUILDING.....1 Story Frame    7/0 Rooms Above/Below    3/0 Bedrooms Above/Below    2880 SF living area (above grade)  
Built:1996    Normal    Bsmt: Full    Bsmt Finish: None    Attic Finish: None    AC

FINISH.....Foundation: C Blk    Exterior: Wd Lap    Roof: Asph / Hip  
Interior: Drwl    Flooring: Carpet / Laminate

PLUMBING.....1 Standard Bath - 3 Fixt    1 Lavatory    1 Shower Stall/Tub  
1 Cust Bath - 3 Fixt

BUILT INS....1 Dishwasher

PORCHES.....180 SF    1S Frame Open    No Bsmt

DECK/PATIOS..256 SF    Wood Deck

GARAGES(2)...1 Detached    1 Bsmt Stall

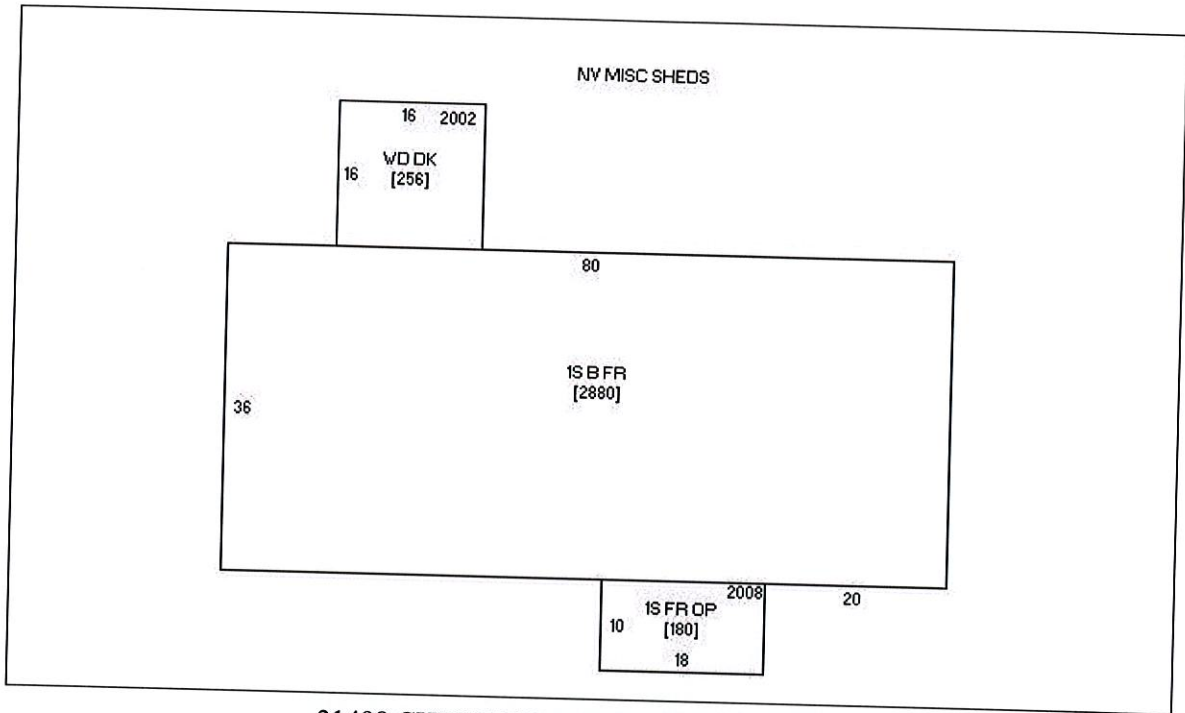
Garage 1: 324 SF Det Frame    18x18    Built: 1920

YARD EXTRAS..NV DWLG Quantity=781.00 Square Feet, Height=0

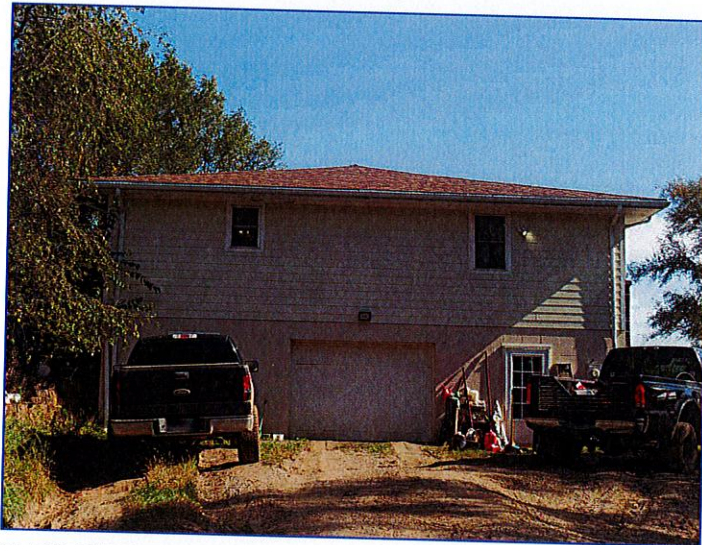
##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Barn - Flat/FR	20 x 40	800 SF	1900

- 2 Lean-To/FR TO #1
- 3 Steel Utility Building/POLE/FR

16 x 40	640 SF	1920
30 x 70	2100 SF	2006



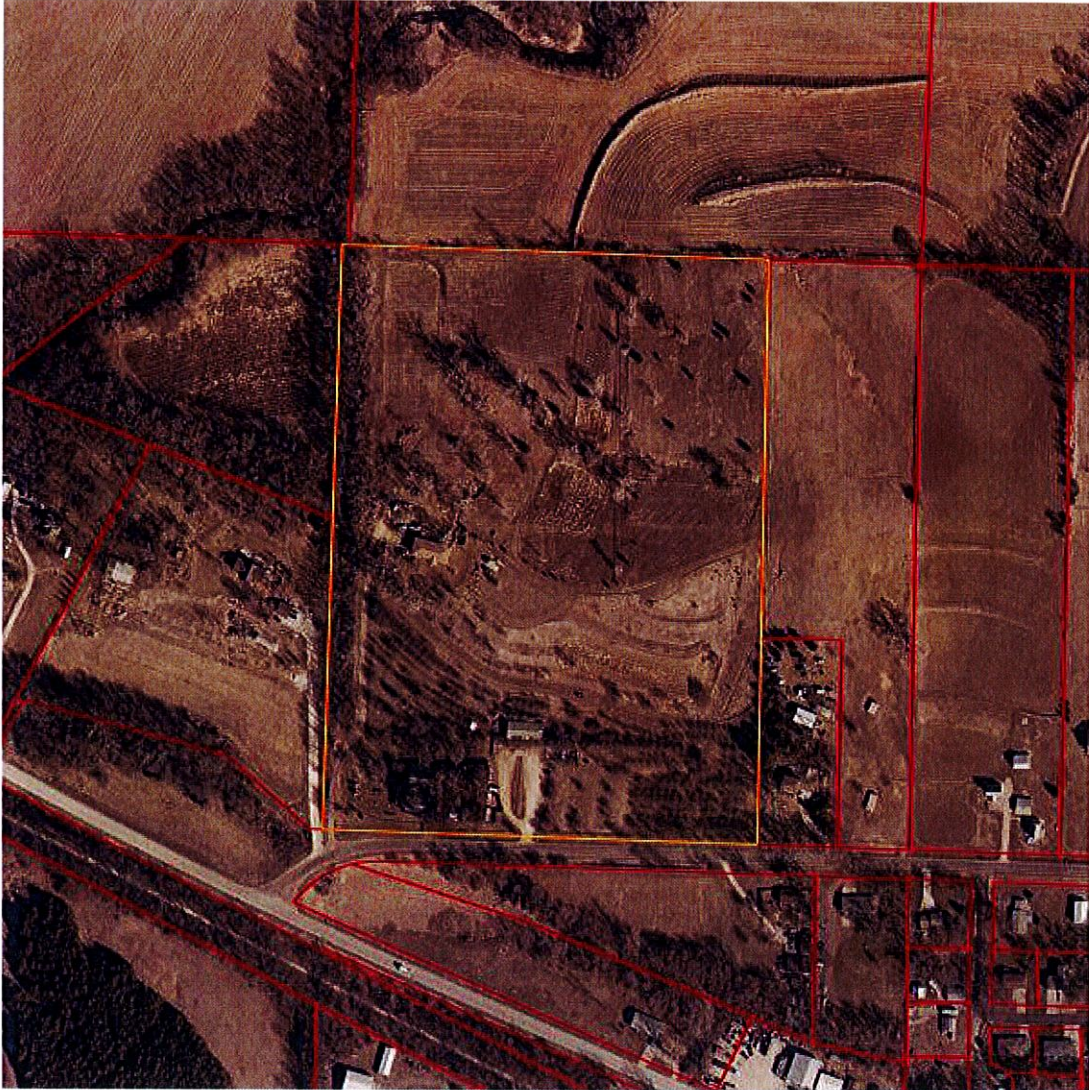
21498 CHESTNUT RD, HEMPEL, TARRY A



21498 CHESTNUT RD, HEMPEL, TARRY A, 1 10/14/2019



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2400ft x 2400ft

**Click any parcel to go to its web page**

Spring 2024 aerial

See [more maps](#) at the [County GIS Department](#).

As of:

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

TO: Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

FROM: Paula Good

Request for County Department Comments

DATE: September 30th, 2024

ESTABLISHMENT: **Renewal – Taylor Oil Enterprises, Limited**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	X	
	Nuisance violations		X
	Septic system violations		X
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

COMMENTS

Signature





TO: Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

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TREASURER	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLANNING	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input type="checkbox"/>	<input type="checkbox"/>
	Septic system violations	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF	Complaints received	<input type="checkbox"/>	<input type="checkbox"/>
	Citations issued at this establishment	<input type="checkbox"/>	<input type="checkbox"/>
	Owner convicted of a felony within the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Signature Lea A Voss

TO: Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

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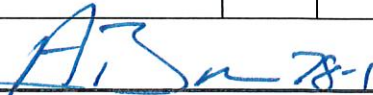
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PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received	✓	
	Citations issued at this establishment	✓	
	Owner convicted of a felony within the last 5 years		✓

COMMENTS

Signature



01/05/24 - Mesa Report - one arrest > Trespass notice issued  
01/10/24 - Mesa Report

## **License Application (LE0003354)**

- **Applicant**

**Name of Legal Entity :** TAYLOR OIL ENTERPRISES, LIMITED

**Name of Business(DBA) :** Taylor Quik Pik

**Address of Premises :** 14151 Wabash Ave

**Premises Suite/Apt Number :**

**City :** Council Bluffs

**County :** Pottawattamie

**Zip :** 51503

**Business :** (402) 426-9505

**Mailing Address:** PO Box 548

**City :** Blair

**State :** Nebraska

**Zip :** 68008

- **Contact Person**

**Name :** Pam Brumley

**Phone :** (402) 426-9505

**Email :** pam@tqp.co

- **License Information**

**License Number :** LE0003354

**License/Permit Type :** Class E Retail Alcohol License

**Term :** 12 Month

**Status :** Submitted to Local Authority

**Effective Date :** 2024-10-10

**Expiration Date :** 2025-10-09

**Sub-Permits :** Class E Retail Alcohol License

**Privileges :**

**Last Day of Business :**

- **Status of Business**

**Business Type :** Corporation

- **Ownership**

Bradley Taylor

**City :** Blair

**State :** Nebraska

**Zip** : 68008

**Position** : President/Owner

**% of ownership** : 100%

**U.S. Citizen** : Yes

- **Insurance Company Information**

- 

-



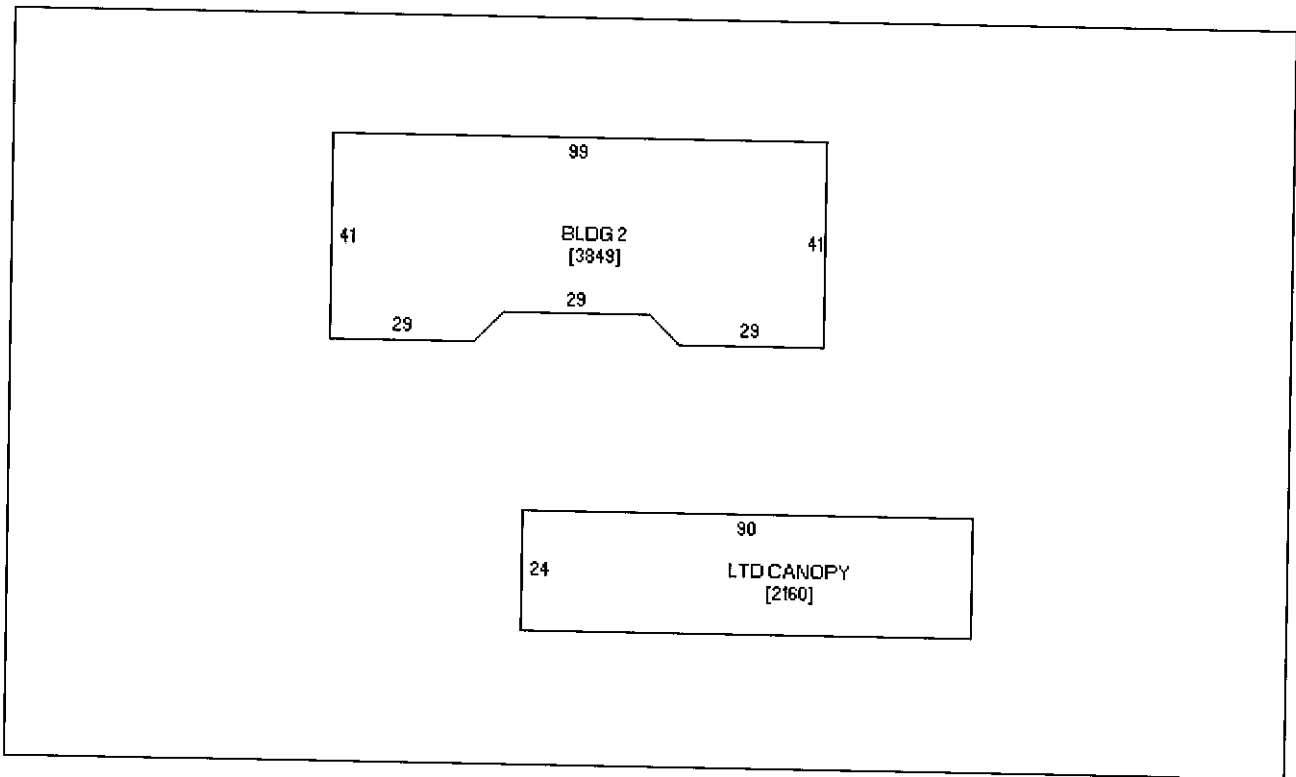


HORIZONTALS..Roof: Rubber Membrane/Wood  
 Ceiling: Unfinished  
 Drywall  
 Struc Floor: Concrete  
 Floor Cover: Ceramic  
 Partitions: Incl. w / Base  
 Framing: Wood - Average  
 HVAC: Combination FHA - AC

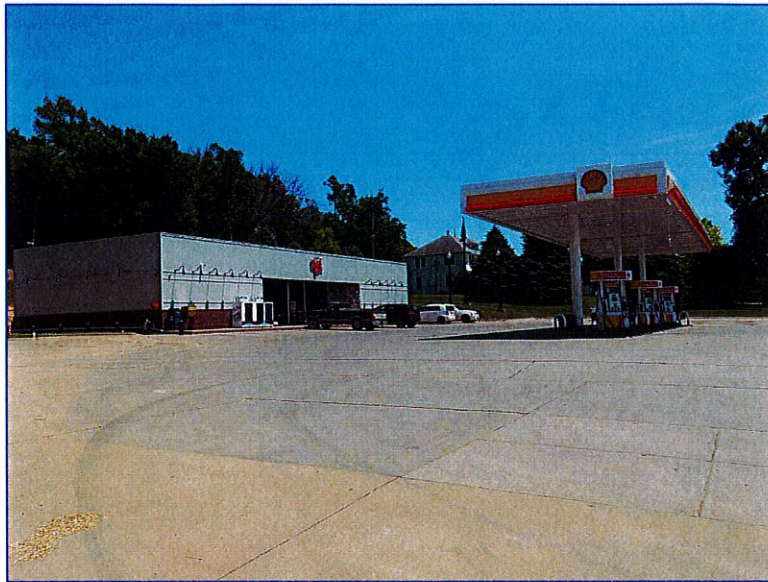
PLUMBING.....Toilet Room (2)  
 Stainless Stl Sinks-(Lounge Type) 3 Tub (1)  
 Sink-Kitchen (2)  
 Urinal - Wall (1)

BLDG EXTRAS..1 Cold Storage: 147 SF, Freezer, 32 SFSA Door, No Door  
 1 Cold Storage: 444 SF, Cooler, 32 SFSA Door, No Door

YARD EXTRAS..Paving - Concrete 25,500 SF, Concrete Parking  
 Tank - Underground Fiberglass - Double Wall, 10,000 Gal, 3 Pump Stations  
 Canopy - Lighted 2,160 SF, Steel  
 Tank - Underground Fiberglass Multi-compt - Double Wall, 12,000 Gal, 5 Pump Stations  
 4 Electric Vehicle Charging Station Curbside DC Fast Charge (Multi)

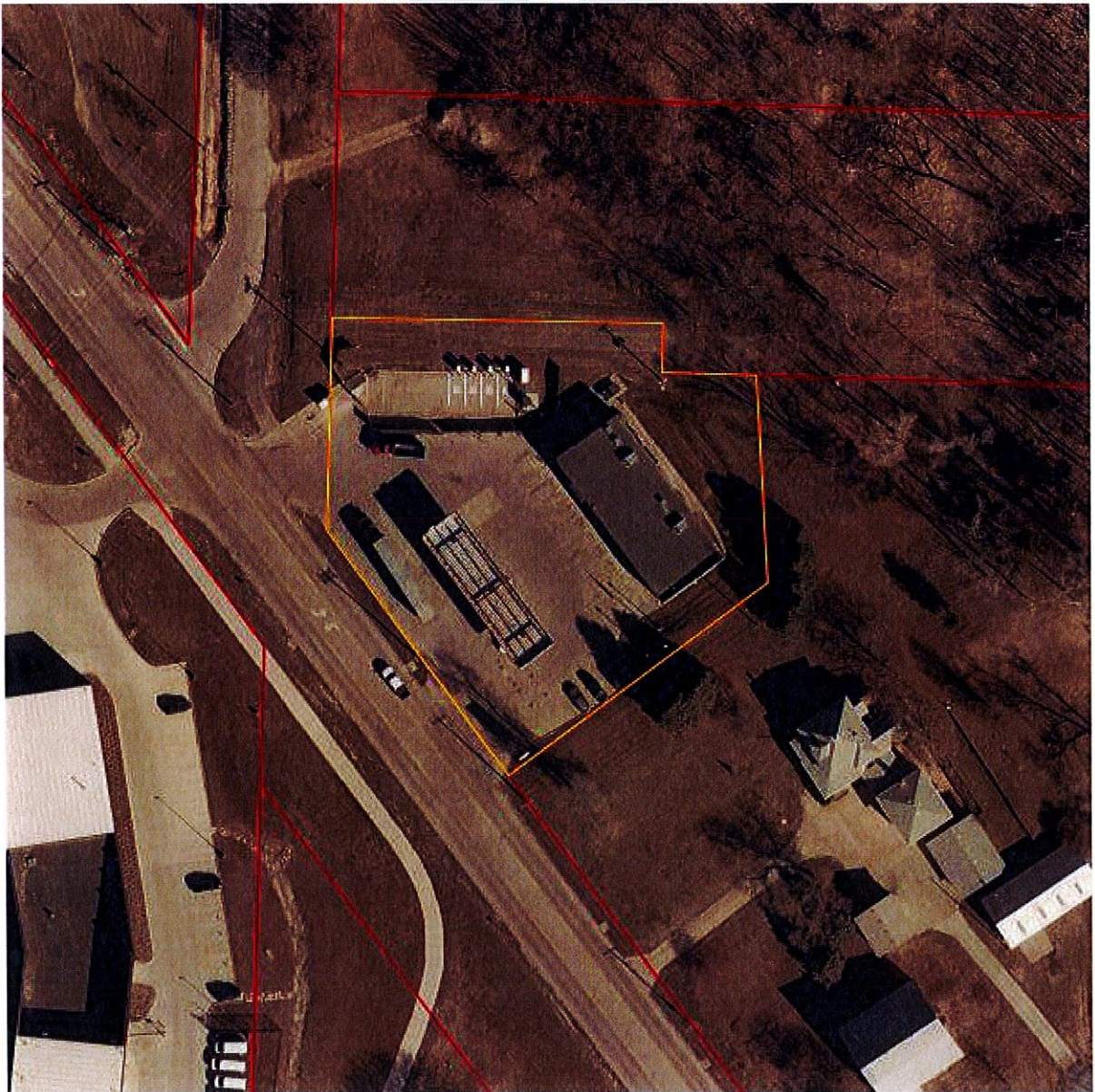


14151 WABASH AVE, TAYLOR OIL COMPANY INC



14151 WABASH AVE, TAYLOR OIL COMPANY INC, 1 06/25/2020

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600ft x 600ft

Click any parcel to go to its web page

Spring 2024 aerial

See [more maps](#) at the [County GIS Department](#).

As of: On Web

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# **Scheduled Sessions**

**Jamie Petersen/Coordinator, GIS and Chris  
Nelsen Analyst II, GIS**

Update from GIS regarding Chris Nelsen obtaining his professional certification, Geographic Information Systems Professional (GISP).

Discussion and/or decision to approve and authorize  
Board to sign lease renewal with the City of Avoca and  
Newtown Avoca Historical Society for the Avoca  
Courthouse.



We would like you, the Pottawattamie County Board of Supervisors, to renew your lease on the office spaces in the historic East Pottawattamie Courthouse located at 203 N. Elm Street in downtown Avoca.

We request approval of a new 2-year lease at the rate of \$15,000 per year for the next two years. This rate has not changed for over 20 years.

This historic building is listed in the National Register of Historic Places and is a focal point of Avoca's Main Street. It has become the center of all the activities celebrated in Avoca, year-round. These activities include the weekly Farmer's Market that runs from June through September every summer – this year marked the 10<sup>th</sup> year of the Farmer's Market; October's Trunk-or-Treat; the Christmas Holidays on Main event and Avoca's Fourth of July celebration.

Occasionally, local schools will ask to conduct mock trials in the courtroom. Recently, several local law firms used the historic courtroom to complete depositions as part of their discovery process for their upcoming civil litigation.

Local Boy Scouts, including Troop 97, have held meetings in the courthouse so that the Scouts can earn badges concerning civic interests. A research room is available in the basement area where a treasure of Pottawattamie County records are located and can be used for genealogy research.

Avoca is a designated Main Street Community by Main Street Iowa and Avoca's Main Street director's office is located within the courthouse. That office is used three days a week by the director as well as for Avoca Main Street Committee meetings and Avoca's Main Street Board.

The Veteran's Affairs representative is available, from an office located within the courthouse, to the public twice a month. Lea Voss, our County Treasurer, is available to collect property taxes twice a year, and Passport availability is offered monthly.

Every Pottawattamie County Sheriff has 24/7 access to their office. Our Eastern part of the county is very appreciative of their presence in Avoca.

Most recently, a new service has occupied another office space in the courthouse. We will now have a full-time nurse ready to help our county families with assistance to women, children, and infant (WIC) services.

Our expenses include utilities, liability insurance, janitorial services and cleaning supplies, in addition to the upkeep and maintenance to the courthouse itself and all of its rooms.

We kindly ask you take a moment or two to review our request for the approval of a new 2-year lease. We feel our historic courthouse provides many valuable services to the surrounding community and Pottawattamie County as a whole. Thank you for your time, consideration and support.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda R. Hope". The signature is written in black ink and is positioned above the printed name.

Rhonda R. Hope, Board President



**LEASE – BUSINESS PROPERTY – SHORT FORM**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October 2024,

By and between City of Avoca and Newtown Avoca Historical Society ("Landlord"), whose address, for the purpose of this lease, is 504 North Elm Street and PO BOX 57, Avoca, Iowa 51521, and Pottawattamie County, Iowa ("Tenant"), whose address for the purpose of this lease is 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51501.

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord lease to Tenant the following real estate, situated in Pottawattamie County, Iowa.

The courthouse building, located in Avoca, Iowa on Lots 3 and 4 and the abandoned 16 foot strip, all in Lot 35, Original Town of Avoca, Iowa.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging for a term beginning on the 1<sup>st</sup> day of November, 2024, and ending on the 1<sup>st</sup> day of November, 2026, upon the condition that Tenant performs as provided in this lease.

**2. RENT.** Tenant agrees to pay Landlord as rent \$ 15,000.00 per year payable November 1<sup>st</sup> of each year.

All Sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 7% per annum.

**3. POSSESSION.** Tenant shall be entitled to possession of the first day of the lease term, and shall yield possession to Landlord at the termination of this lease, SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PROTATA ABATEMENT OF RENT.

**4. USE.** Tenant shall use the premises only for Courthouse purposes and other government activities.

**5. CARE AND MAINTENANCE.**

(A.) Tenant takes the premises as is, except as herein provided.

(B.) Landlord shall keep the following in good repair: "roof", "exterior walls", "foundation", "sewer", "plumbing", "heating", "wiring", "air conditioning", "plate glass", "windows and window glass", "parking area", "driveways", "sidewalks", "exterior decorating", "interior decorating". Landlord is responsible for all cleaning, janitorial and general maintenance.

(C.) Landlord shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alteration without the prior written consent of Landlord, unless otherwise provided, and if the premises include the ground floor, Landlord agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

**6. UTILITIES AND SERVICES.** Landlord will pay for all utilities. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

**7. SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant, Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month – to –month extension of this lease.

**8. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

**9. INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and Landlord and

extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

12. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises, Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

**13. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

**EVENTS OF DEFAULT:**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**NOTICE OF DEFAULT:**

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant the

(10) days in which to correct the default, If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default, Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 days period.

**REMEDIES:**

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting: (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and May, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

14. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, returned receipt requested, and postage prepaid.

15. **PROVISION BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successor, heirs, administrators, executors and assigns of the parties hereto.

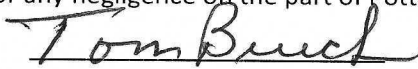
16. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States

Treasury Department as a terrorist, " Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order , rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of , or instigating or facilitating this transaction, directly or indirectly on behalf of , any such person, group, entity or nation, Tenant hereby agrees to defend, indemnify and hold harmless Landlord from any against any and all claims, damages, losses, risks, liabilities and expenses( including attorney's fees and cost) arising from or related to any breach of the foregoing certification.

**17. ADDITIONAL PROVISIONS.**

A. City of Avoca, Iowa signs only for purposes of showing it does not object to the sublet of the above premises.

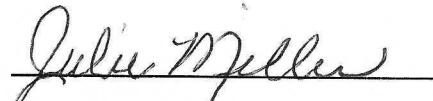
B. The City of Avoca, Iowa and the Newtown Avoca Historical Society will agree to defend, indemnity and hold Pottawattamie County, Iowa harmless from all claims, demands, suits, actions, payments, liability and judgments arising out of any negligent or willful acts, except for any negligence on the part of Pottawattamie County, Iowa or its employees or lessees.



Mayor City of Avoca

\_\_\_\_\_

Chairman Pottawattamie Board of  
Supervisor for Pottawattamie County, Iowa,  
TENANT



President New Town Historical  
Society



Director Courthouse Committee

LANDLORD

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

Discussion and/or decision to authorize Board Chair to sign license to occupy for city right away\* concerning Public Health Facility.



## LICENSE TO OCCUPY FOR CITY RIGHT-OF-WAY

THIS LICENSE granted this \_\_\_\_ day of \_\_\_\_\_, by the City of Council Bluffs, Iowa, a Municipal Corporation, hereinafter referred to as "City" to Pottawattamie County, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee requests permission to occupy a portion of public right-of-way and public property generally described as the sidewalk area adjacent to 515 5<sup>th</sup> Avenue, near the southwest corner of the intersection of 5<sup>th</sup> Avenue and Pearl Street in the City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, Licensee wishes to construct a building stoop and ADA accessible ramp with handrail, approximately 4 feet from the face of the building and 20 feet in length; and construct two bollards for protection of a fire connection point and PIV, approximately 2 feet from the face of the building with a width of 4 feet; and

WHEREAS, the City desires to allow Licensee access to occupy said right-of-way.

NOW, THEREFORE, it is agreed as follows:

1. City hereby grants a license to the Licensee to use that portion of the right-of-way and City owned land as depicted on Exhibit "A" for a building stoop with ADA accessible ramp and handrail, and two bollards.
2. Licensee, in consideration of the granting of said license, agrees that it will comply with all applicable city, state and federal regulations regarding the use of the right-of-way; that it will not perform any work without the written permission and inspection of the Public Works Department of the City, and shall comply with all rules or regulations established by said Department; and that it will maintain said property as City may require for safety purposes.
3. As further consideration, Licensee agrees to indemnify and hold harmless the City and its agents from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatever nature, for, on account of, or due to the acts or omissions of the Licensee's officers, members, agents, representative, contractors, employees or assigns arising out of or in connection with its use or occupancy of the area under this license.
4. As further consideration, Licensee agrees that it shall not interfere with City's maintenance or use of the right-of-way.

5. As further consideration, the Licensee agrees that the initial term of this license, shall commence on October 1, 2024 and end on December 31, 2024. The Licensee agrees that the renewal term of this license is one (1) year, commencing on January 1 and ending on December 31, and unless notice is received to the contrary, it shall renew automatically.

6. As further consideration, the Licensee agrees that the City may terminate this license for good cause upon the giving of 30 days written notice.

7. If it is determined by the Director of Public Works that an emergency exists which requires the use of the subject property, this license may be terminated without notice.

8. As further consideration, the Licensee agrees that, upon the termination of this license, all improvements on the subject property shall become the property of the City. The Licensee shall have no claim against the City for the value or cost of said improvement.

9. As further consideration, the Licensee agrees to pay a one-time fee of \$100.00.

IN WITNESS of these considerations and as an authorized representative of Licensee by virtue of \_\_\_\_\_, I have affixed by signature below.

\_\_\_\_\_  
Signature Title

STATE OF IOWA        )  
  COUNTY OF    ) ss.  
POTTAWATTAMIE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Licensee; that said instrument was signed on behalf of said Licensee, and that said \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of Licensee, by it and by him/her voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC



THE CITY OF COUNCIL BLUFFS, IOWA,  
a Municipal Corporation:

\_\_\_\_\_  
Public Works Director

Approved By:

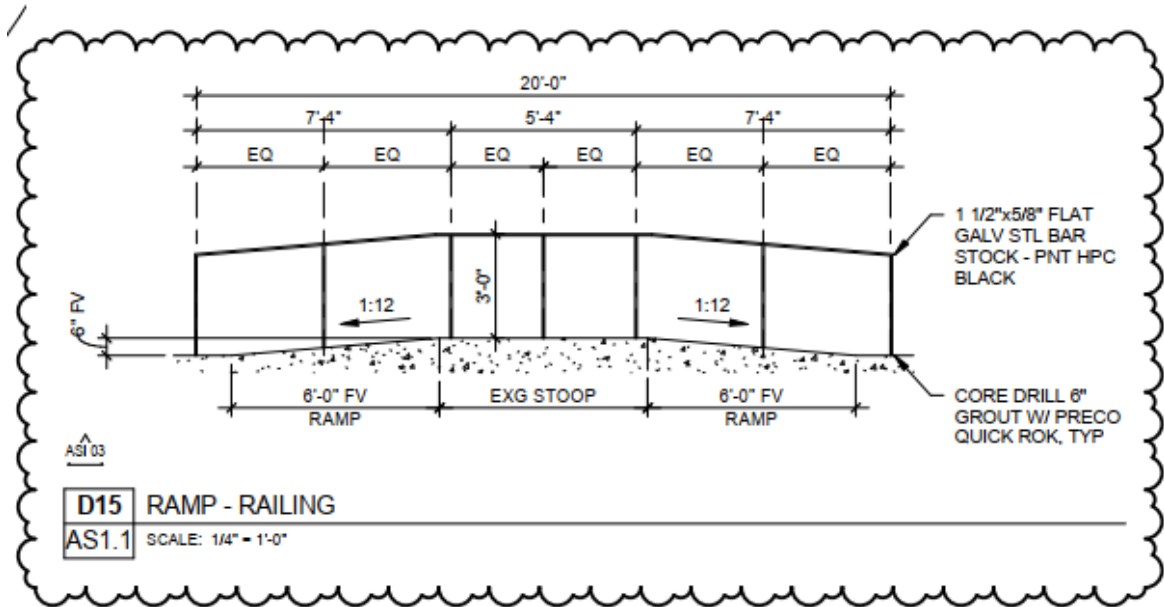
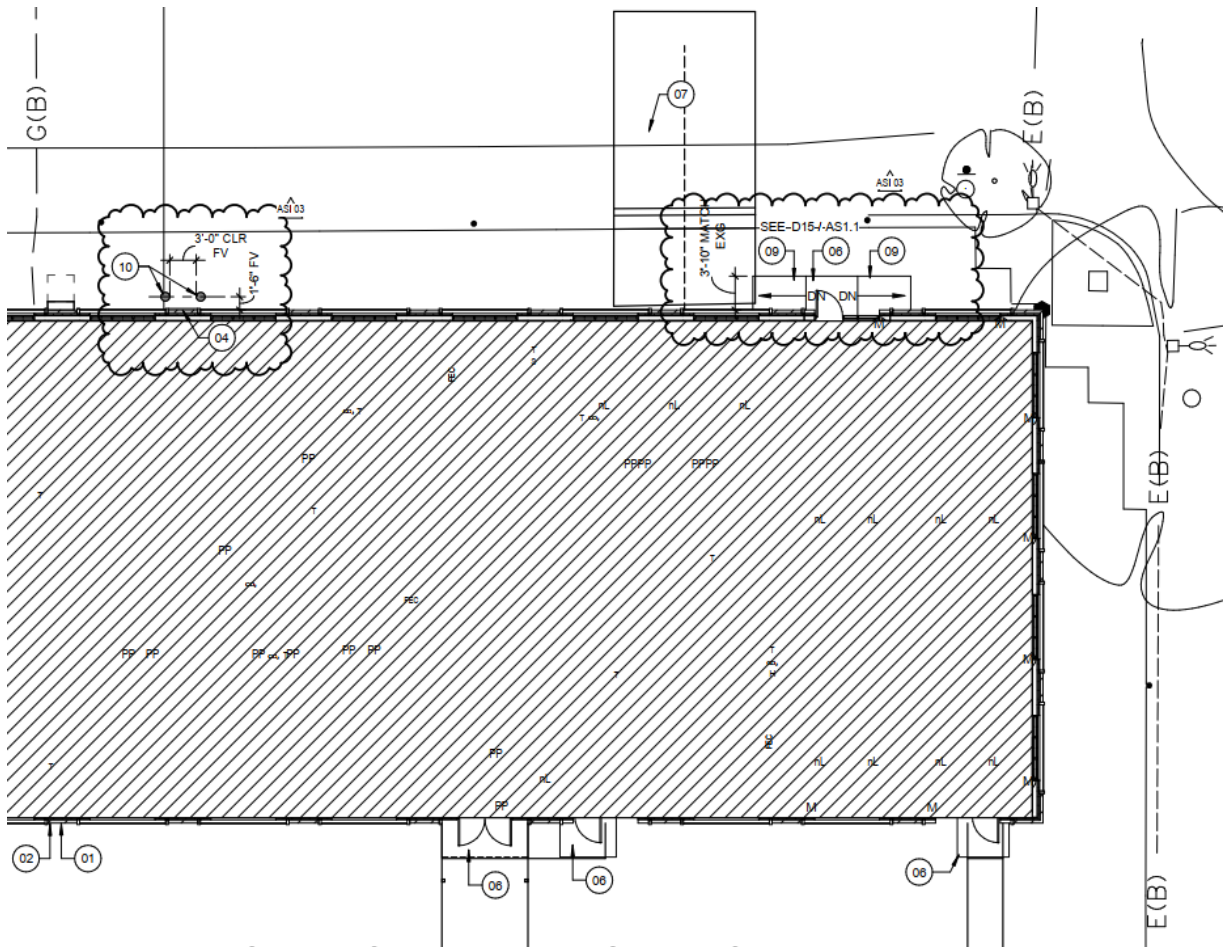
\_\_\_\_\_  
City Attorney

STATE OF IOWA        )  
  COUNTY OF    ) ss.  
POTTAWATTAMIE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Public Works Director and City Attorney, respectively, of the City of Council Bluffs, Iowa, a Municipal Corporation; that said instrument was signed on behalf of the City of Council Bluffs, Iowa, and that said \_\_\_\_\_ and \_\_\_\_\_, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said city, by it and by them voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A



**Other Business**

Discussion and/or decision on Compensation Board.

Discussion and/or decision on policy for coin distribution  
to retiring employees.

# Committee Appointments

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

**Received/Filed**

## POTTAWATTAMIE COUNTY OUT-OF-STATE TRAVEL NOTIFICATION FORM

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

### TRAVEL INFORMATION

Name of Employee Traveling: Ryan Thompson

Department: Sheriff's Office- Jail

Destination: Romeoville - IL

Date of Travel: FROM: 10/06/2024 TO: 10/11/2024

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain \_\_\_\_\_
- \_\_\_\_\_

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) Gracie Survival Tactics (GST) - Level 1 Certification

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	\$ 0.00
Lodging			\$ 570.10
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 96.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 174.00
Conf./Seminar Fee			\$ 1,500.00
Other:			\$ 0.00
Total Estimated Cost			\$ 2,340.10

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.



## POTTAWATTAMIE COUNTY OUT-OF-STATE TRAVEL NOTIFICATION FORM

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

### TRAVEL INFORMATION

Name of Employee Traveling: Teddy Gillespie

Department: Sheriff's Office- Jail

Destination: Romeoville - IL

Date of Travel: FROM: 10/06/2024 TO: 10/11/2024

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

- Giving a presentation  
 Serving as panel member, chair  
 Serving as an Office or Board Member  
 Continuing Education  
 Other please explain \_\_\_\_\_  
 \_\_\_\_\_

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Conference Name (Please give complete name) Gracie Survival Tactics (GST) - Level 1 Certification

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	\$ 0.00
Lodging			\$ 570.10
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 96.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 174.00
Conf./Seminar Fee			\$ 1,500.00
Other:			\$ 0.00
Total Estimated Cost			\$ 2,340.10

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.



Andrew D. Moats  
Pottawattamie County Recorder  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

### Recorder County Fees Collected - September 2024

Amount	Account #	Account Name
\$ 2,144.00	0001-1-07-8110-413000-000	Vital Records
\$ 1,162.00	0024-1-07-8110-400001-000	RMA
\$ 794.00	0001-1-07-8110-409000-000	ELSI
\$ 12,727.34	0001-1-07-8110-404000-000	Transfer Tax
\$ 28,558.00	0001-1-07-8110-400000-000	Recording Fees
\$ 1,865.00	0001-1-07-8110-410000-000	Auditor Fees
\$ 132.00	0001-1-07-8110-402000-000	Boat Writing Fees
\$ 20.00	0001-1-07-8110-402000-000	Boat Liens
\$ 7,083.60	0001-1-07-8110-414000-000	Passports
\$ 48.00	0001-1-07-8110-415000-000	DNR Postage
\$ 1,650.00	0001-1-07-8110-407000-000	ATV Road Pass
\$ 2.00	0001-1-07-8110-417000-000	Hunting/Fishing License
\$ 140.00	0001-1-07-8110-501000-000	Plat Books & Postage
\$ 56,325.94	Total	

MR # 048860	Check # 5352	Checks Prepared by Andrew Moats <i>AM</i>
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## Fee Book (09/01/2024 - 09/30/2024)

Criteria: {FMXFUS01\_RPT\_POTT.TndrDate} >=#09/01/2024# AND {FMXFUS01\_RPT\_POTT.TndrDate} <=#09/30/2024#

	Count	Total Fund Amount
<b>Recording Fees</b>		
RMA	1158	\$1,162.00
E-Commerce	1158	\$1,162.00
Audit	346	\$1,865.00
Recording	1158	\$28,555.00
County Transfer Tax	189	\$12,727.34
State Transfer Tax	189	\$61,055.86
Photo Copies	1	\$3.00
<b>Total For Recording Fees</b>	<b>4199</b>	<b>\$106,530.20</b>
<b>Other Fees</b>		
COUNTY PASSPORT POSTAGE FUND	46	\$7,083.60
<b>Total For Other Fees</b>	<b>46</b>	<b>\$7,083.60</b>
<b>Boats</b>		
Boat Writing	19	\$132.00
Boat State	19	\$472.30
Boat Title County	10	\$100.00
Boat Title State	10	\$130.00
Boat Liens State	4	\$26.00
Use Tax	19	\$19,797.81
Boat Lien County	4	\$20.00
Road Pass	18	\$1,650.00
DNR Postage	10	\$48.00
Plat Book	3	\$140.00
<b>Total For Boats</b>	<b>116</b>	<b>\$22,516.11</b>
<b>Hunt and Fish</b>		
Hunt Fish County	3	\$2.00
Hunt Fish State	3	\$55.00
<b>Total For Hunt and Fish</b>	<b>6</b>	<b>\$57.00</b>
<b>ELSI</b>		
ELSI Couny	38	\$794.00
ELSI State	20	\$3,093.00
<b>Total For ELSI</b>	<b>58</b>	<b>\$3,887.00</b>
<b>Vitals</b>		
Cert Copy County	54	\$1,860.00
Cert Copy State	54	\$5,115.00
Marriage County	20	\$284.00
Marriage State	20	\$2,201.00
Three Day Waiver	1	\$5.00
<b>Total For Vitals</b>	<b>149</b>	<b>\$9,465.00</b>
<b>Collected Total:</b>		<b>\$149,538.91</b>
<b>Charged Total:</b>		<b>\$7.00</b>
<b>Grand Total:</b>		<b>\$149,545.91</b>

# Public Comments

# **Study Session**