

# **Consent Agenda**

**May 11, 2021**

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

### 1. CONSENT AGENDA

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

- A. May 4, 2021, Minutes as read.
- B. Renewal of Class C Native Wine (WCN) Liquor License, granting privileges of Class C Native Wine (WCN); Outdoor Service; Sunday Sales for Breezy Hills Winery, LLC d/b/a Breezy Hills Vineyard, Minden, Iowa.
- C. Class B Beer (BB) (Includes Wine Coolers) Liquor License, granting privileges of Class B Beer (BB) (Includes Wine Coolers); Class C Native Wine Permit (On Premises); Outdoor Service; and Sunday Sales for Lyle Ditmars d/b/a Ditmars Orchard and Vineyard, Council Bluffs.
- D. Public Health – Employment of Jeffry Peterson as Part Time Recycle Center Attendant.

UNANIMOUS VOTE. Motion Carried.

### 2. SCHEDULED SESSIONS

Motion made by Wichman, second by Shea, to approve and authorize Chairman to sign Tower Lease Agreement with Omaha Cellular Telephone Company d/b/a Verizon Wireless.

UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Schultz, to approve Lockton Consulting Agreement.

UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Schultz, to approve funding request for planning for American Rescue Plan and/or any other available state or federal funding for Pottawattamie County and Communities not to exceed \$35,000 to be paid from the Gaming Fund UNANIMOUS VOTE. Motion Carried.

Discussion was held with Planning Director Matt Wyant regarding a services agreement with Field Day Development. Discussion only. No action taken.

Motion made by Wichman, second by Schultz, to approve and authorize Chairman to sign contract with Mecco-Henne Contracting for the Courthouse Addition Project.

UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Schultz, to approve HGM's proposal for Courthouse Parking Feasibility Study in the amount of \$9,200 to be taken from the gaming fund.

UNANIMOUS VOTE. Motion Carried.

Discussion was held regarding Resolution No. 96-2020. Discussion only. No action taken.

### 3. OTHER BUSINESS

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 34-2021** entitled: RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF with Public Hearing to be held June 1<sup>st</sup>, 2021 at 10:00 A.M.

**RESOLUTION NO. 34-2021**

**RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

**WHEREAS**, the Board of Supervisors of Pottawattamie County, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2020A, in the aggregate principal amount of \$4,610,000 (the "Series 2020A Notes"), for costs of:

- a) equipping, remodeling, or reconstruction of public buildings including equipping the Courthouse with a fiber network;
- b) equipping, remodeling, or reconstruction of public buildings including software and card readers for doors on multiple public buildings;
- c) equipping of public buildings including software for the County Attorney's office;
- d) peace officer communication equipment and other emergency services communication equipment and systems including a vehicle for emergency response situations;
- e) a vehicle for the use of risk management which is necessary for the operation of the county;
- f) sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens;
- g) acquisition and development of land for a public park or other recreation or conservation purpose including a maintenance building and shower facility at Botna Bend Park;
- h) acquisition and development of land for a public park or other recreation or conservation purpose, including a new dock and asphalt parking at Narrows Park;
- i) acquisition and development of land for a public park or other recreation or conservation purpose, including RV hook-ups and hard surface roads at Old Towne Park;
- j) acquisition and development of land for a public park or other recreation or conservation purpose, including a shower facility at Arrowhead Park;
- k) acquisition and development of land for a public park or other recreation or conservation purpose, including entrance renovation, a 3 lane entry and additional parking at Hitchcock Park;
- l) acquisition and development of land for a public park or other recreation or conservation purpose, including road resurfacing at County Parks;
- m) equipping, remodeling, or reconstruction of public buildings including equipping jail with programmable logic control upgrades;
- n) equipping, remodeling, or reconstruction of public buildings including equipping the Courthouse with access control and video surveillance and the jail with camera upgrades; and

**WHEREAS**, certain proceeds of the Series 2020A Notes remain unspent, and County staff has recommended that not to exceed \$100,000 of such unspent proceeds originally related to the Series 2020A Notes (hereinafter referred to as the "Unspent Proceeds") be applied for the acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens; and

**WHEREAS**, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 331.301(5) of the Code of Iowa, that the procedure set forth in Section 331.442 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00 A.M., on the 1st day of June, 2021, for the purpose of taking action on the matter of the proposed reallocation of certain Unspent Proceeds of the Series 2020A Notes to provide funds for paying costs of the acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens.

**Section 2.** That the Auditor is hereby directed to cause one publication to be made of notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than ten nor more than twenty clear days before the date of said public meeting.

**Section 3.** The notice of the proposed action shall be in substantially the following form:

(To be published between May 12, 2021 and May 22, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 1st day of June, 2021, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2020A (the "Series 2020A Notes") of Pottawattamie County, Iowa, in the aggregate amount of not to exceed \$100,000, in order to provide funds to pay costs of the acquisition and equipping of a sheriff vehicle and trailer which are necessary for the operation of the county or the health and welfare of its citizens.

At any time before the date of the meeting, a petition, asking that the reallocation be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2020A Notes for the above purposes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.301(5) and 331.442 of the Code of Iowa, as amended.

Dated this 11th day of May, 2021.

\_\_\_\_\_  
County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

**Dated this 11<sup>th</sup> day of May, 2021.**

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

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

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

Motion made by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 35-2021** entitled: RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF with Public Hearing to be held June 1<sup>st</sup>, 2021 at 10:00 A.M.

**RESOLUTION NO. 35-2021**

**RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSAL TO REALLOCATE CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

**WHEREAS**, the Board of Supervisors of Pottawattamie County, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2020A, in the aggregate principal amount of \$4,610,000 (the "Series 2020A Notes"), for costs of:

- a) equipping, remodeling, or reconstruction of public buildings including equipping the Courthouse with a fiber network;
- b) equipping, remodeling, or reconstruction of public buildings including software and card readers for doors on multiple public buildings;
- c) equipping of public buildings including software for the County Attorney's office;

- d) peace officer communication equipment and other emergency services communication equipment and systems including a vehicle for emergency response situations;
- e) a vehicle for the use of risk management which is necessary for the operation of the county;
- f) sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens;
- g) acquisition and development of land for a public park or other recreation or conservation purpose including a maintenance building and shower facility at Botna Bend Park;
- h) acquisition and development of land for a public park or other recreation or conservation purpose, including a new dock and asphalt parking at Narrows Park;
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- k) acquisition and development of land for a public park or other recreation or conservation purpose, including entrance renovation, a 3 lane entry and additional parking at Hitchcock Park;
- l) acquisition and development of land for a public park or other recreation or conservation purpose, including road resurfacing at County Parks;
- m) equipping, remodeling, or reconstruction of public buildings including equipping jail with programmable logic control upgrades;
- n) equipping, remodeling, or reconstruction of public buildings including equipping the Courthouse with access control and video surveillance and the jail with camera upgrades; and

**WHEREAS**, certain proceeds of the Series 2020A Notes remain unspent, and County staff has recommended that not to exceed \$300,000 of such unspent proceeds originally related to the Series 2020A Notes (hereinafter referred to as the "Unspent Proceeds") be applied for the acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens; and

**WHEREAS**, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 331.301(5) of the Code of Iowa, that the procedure set forth in Section 331.442 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00 A.M., on the 1st day of June, 2021, for the purpose of taking action on the matter of the proposed reallocation of certain Unspent Proceeds of the Series 2020A Notes to provide funds for paying costs of the acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens.

**Section 2.** That the Auditor is hereby directed to cause one publication to be made of notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than ten nor more than twenty clear days before the date of said public meeting.

**Section 3.** The notice of the proposed action shall be in substantially the following form:

(To be published between May 12, 2021 and May 22, 2021, inclusive)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY,  
STATE OF IOWA, ON THE MATTER OF THE PROPOSED REALLOCATION OF CERTAIN  
UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES  
2020A, OF POTTAWATTAMIE COUNTY, IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 1st day of June, 2021, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2020A (the "Series 2020A Notes") of Pottawattamie County, Iowa, in the aggregate amount of not to exceed \$300,000, in order to provide funds to pay costs of the acquisition and equipping of a critical incident multipurpose vehicle for use in emergencies, natural disasters and other purposes which are necessary for the operation of the county or the health and welfare of its citizens.

At any time before the date of the meeting, a petition, asking that the reallocation be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2020A Notes for the above purposes.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.301(5) and 331.442 of the Code of Iowa, as amended.

Dated this 11th day of May, 2021.

County Auditor, Pottawattamie County, State of Iowa

(End of Notice)

**Dated this 11<sup>th</sup> day of May, 2021.**

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

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

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

Motion made by Shea, second by Wichman, to approve HR Director Jana Lemrick to proceed with planning for an Elected Official/Department Head retreat. UNANIMOUS VOTE. Motion Carried.

Motion made by Wichman, second by Shea, to approve job description for Volunteer and Facilities Coordinator. UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED**

**A. Salary Actions**

- 1) Sheriff- Payroll Status Change for Trey Carstens, Jeremy Harker, Rikayla Redding
- 2) Auditor – Payroll Status Change for Becky Lenihan
- 3) Conservation – Employment of Ashley Jones and Sarah Fleenor as Seasonal EE Intern, Isaac Heilman and Kaden McDermott as Seasonal AH Park Ranger Intern.
- 4) Public Health – Payroll Status Change for Candy Heyer
- 5) Jail – Payroll Status Change for Kenny Loghry

**B. Reports**

- 1) Recorder’s Fee Book for April 2021

**5. CLOSED SESSION**

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

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

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

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

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

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

Motion by Grobe, second by Schultz, to go out of Closed Session.

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

**6. ADJOURN**

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:58 P.M.

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Scott A. Belt, Chairman

ATTEST: 

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: May 18, 2021  
PUBLISH: X

# **Scheduled Sessions**



**Sheriff Andy Brown, Chief Deputy Jeff Theulen,  
Lieutenant Rob Ambrose**

**Discussion and/or decision to approve:  
and award Bid for Sheriff's Office Expansion  
Project.**



Architecture Engineering Planning Interiors

6457 Frances Street, Suite 200  
Omaha, NE 68106

May 11, 2021

Lt. Rob Ambrose  
Pottawattamie County Sheriff's Office  
1400 Big Lake Road  
Council Bluffs, Iowa 51501

RE: Project Name: Pottawattamie County Sheriff's Office Expansion  
DLR Group Project No.: 11-20109-00

Dear Rob,

On Thursday, May 6, 2021, Pottawattamie County received bids from six (6) general contractors for the Sheriff's Office Expansion project. The bids were all within an acceptable range and appear to be complete. Two bidders, Rogge Construction and D.R. Anderson Constructors Co., submitted the same amount (\$2,728,000) for the base bid and these two bids represented the lowest base bid. D.R. Anderson's bids for the three (3) bid alternates recommended to be accepted totaled \$26,200 where Rogge's bids for the four (4) alternates totaled \$35,000. As such, the apparent low bidder, including the alternates was D.R. Anderson Constructors with a base bid of Two Million Seven Hundred Twenty-Eight Thousand Dollars (\$2,728,000.00) and a total for the alternates recommended for acceptance of \$26,200, for a **total bid of Two Million Seven Hundred Fifty-Four Thousand Two Hundred Dollars (\$2,754,200)**. A copy of the Bid Tabulation is attached.

D.R. Anderson Constructors has indicated that they are prepared to sign a contract for their bid amount and begin work upon given a Notice to Proceed or a fully executed contract.

DLR Group recommends that Pottawattamie County award the project to D.R. Anderson Constructors Co. It is further the Design Team's recommendation that bid alternates 1, 2 & 4 be accepted and bid alternate 3 be rejected.

Sincerely,

**DLR Group**

A handwritten signature in black ink, appearing to read "Martin Berglund".

Martin Berglund, AIA, LEED-AP, DBIA  
Justice+Civic Leader - Principal

Encl: Bid Tabulation  
D.R. Anderson Constructors Co. Bid Form

cc: Cole Kratochvil, D.R. Anderson Constructors Co.

**Omaha** and locations worldwide

COMBINED CONTRACT	Boyd Jones	Construct Inc.	DR Anderson	Lund-Ross Constructors	Prairie Construction	Rogge General	Ronco Construction	NG Consulting
<b>BID BOND</b>		X	X	X	X	X	X	
<b>ADDENDUMS:</b>								
Addendum CC-1 dated April 13, 2021		X	X	X	X	X	X	
Addendum CC-2 dated April 27, 2021		X	X	X	X	X	X	
<b>ALTERNATES:</b>								
Alternate No. CC-1: Provide new flooring in existing rooms as indicated on Sheet A13.01.		\$18,200	\$14,500	\$19,900	\$23,800	\$25,000	\$15,000	
Alternate No. CC-2: Provide new architectural cabinets in lieu of removing and relocating existing cabinets as indicated on Sheets A2.01 and A11.01.		\$7,000	\$5,800	\$7,900	\$7,600	\$12,500	\$9,000	
Alternate No. CC-3: Provide a fixed canopy in lieu of removing and relocating existing canopy.		-\$3,000	<del>-\$4,800</del>	-\$15,600	-\$5,600	-\$9,000	-\$6,800	
Alternate No. CC-4: Add roller shades as indicated on Sheet A13.01.		\$3,300	\$5,900	\$6,800	\$6,700	\$6,500	\$6,800	
<b>LUMP SUM BASE BID:</b>		\$2,856,000	\$2,728,000	\$2,995,000	\$2,868,000	\$2,728,000	\$2,998,000	
<b>TOTAL W/ ALTERNATES RECOMMENDED FOR ACCEPTANCE:</b>		\$2,881,500	\$2,754,200	\$3,014,000	\$2,900,500	\$2,763,000	\$3,022,000	
<b>Unit Prices</b>								
1. Furnish and install augered cast-in-place piles as specified								
(ADD) Cost for each lineal foot <b>more</b> than XX lineal feet added		\$18/lineal foot						
(DEDUCT) Cost for each lineal foot <b>less</b> than XX lineal feet added		\$10/lineal foot						
(ADD) Cost for each lineal foot <b>more</b> than 50 lineal feet added			\$17/lineal foot					
(DEDUCT) Cost for each lineal foot <b>less</b> than 50 lineal feet added			\$16/lineal foot					
(ADD) Cost for each lineal foot <b>more</b> than XX lineal feet added				\$16/lineal foot				
(DEDUCT) Cost for each lineal foot <b>less</b> than XX lineal feet added				\$16/lineal foot				
(ADD) Cost for each lineal foot <b>more</b> than 4,240 lineal feet added					\$25/lineal foot			
(DEDUCT) Cost for each lineal foot <b>less</b> than 4,240 lineal feet added					\$9/lineal foot			
(ADD) Cost for each lineal foot <b>more</b> than XX lineal feet added						\$20/lineal foot		
(DEDUCT) Cost for each lineal foot <b>less</b> than XX lineal feet added						\$16/lineal foot		
(ADD) Cost for each lineal foot <b>more</b> than 53 lineal feet added							\$24/lineal foot	
(DEDUCT) Cost for each lineal foot <b>less</b> than 1 lineal feet added							\$5/lineal foot	
<b>PRIME SUBCONTRACTORS:</b>								
Mechanical work:		J.R. Mech / Eyman	Eyman	Eyman	Eyman		Fluid Mechanical	
Electrical work:		Miller	ABC	ABC	ABC		ABC	

# BID TABULATION

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, IA 51501  
DLR Group Project No. 11-20109-00

6-May-21  
10:00 AM (CDT)



6457 Frances Street, Suite 200  
Omaha, NE 68106-2280  
402/393-4100 tel  
402/393-8747 fax  
omaha@dlrgroup.com  
dlrgroup.com

POTTAWATTAMIE COUNTY SHERIFF'S OFFICE EXPANSION  
COUNCIL BLUFFS, IOWA

11-20109-00  
BID SET

DOCUMENT 004113 - BID FORM

COMBINED CONSTRUCTION

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, Iowa 51501  
DLR Group Project No. 11-20109-00

Issue Date: April 1, 2021 \_\_\_\_\_

Bid of D. R. Anderson Constructors Co. \_\_\_\_\_,

a corporation organized and existing under the laws of the State of Iowa;

a corporation organized and existing under the laws of the State of Nebraska  
and is ~~is not~~ licensed to do business in the State of Iowa as a foreign corporation;

a partnership consisting of \_\_\_\_\_, partners; or

a sole proprietor;

hereinafter called the Bidder.

To: Rob Ambrose  
Pottawattamie County Sheriff's Office  
1400 Big Lage Road  
Council Bluffs, Iowa 51501

The undersigned acknowledges that he has received and familiarized himself with the following:

Project Manual: Divisions and Sections as listed in the Table of Contents

Drawings: As listed on the Index of Drawings Sheet

Addenda: No. 1 Dated April 13, 2021  
No. 2 Dated April 27, 2021  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the Work required for the Combined Construction, including in accord with the Bidding Documents prepared by DLR Group inc., for the consideration hereinafter set forth.
2. To hold his Bid open for thirty (30) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect-Engineer within ten (10) days after notification of award, for submittal to the Owner for his approval and acceptance.
4. To substantially complete the Work as specified in Division 01 Section "Summary."

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of Two Million Seven hundred & twenty eight thousand dollars (\$ 2,728,000).  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PRIME SUBCONTRACTORS: The undersigned proposes the following Prime Subcontractors:

Mechanical Work: Exman Plumbing & DRIVER

Electrical Work: ABC Electric

ALTERNATES: The above Lump Sum Base Bid may be modified in accord with the following Alternates as may be accepted by the Owner. Provide a bid for all Alternates. If there is no cost to the work described, indicate so by writing zero, \$0. If you do not provide a bid price, indicate so by writing, "No Bid."

ALTERNATE NO. CC-1. Provide new flooring in existing rooms as indicated on sheet A13.01. If this Alternate is accepted, add to the Lump Sum Base Bid the sum of

Fourteen thousand five hundred dollars (\$ 14,500).

ALTERNATE NO. CC-2. Provide new architectural cabinets in lieu of removing and relocating existing cabinets as indicated on sheets A2.01 and A11.01

If this Alternate is accepted, add to the Lump Sum Base Bid the sum of

Five Thousand Eight Hundred dollars (\$ 5,800 ).

ALTERNATE NO. CC-3. Provide a fixed canopy in lieu of removing and relocating the existing canopy. If this Alternate is accepted, ~~subtract~~ <sup>ADD</sup> from the Lump Sum Base Bid the sum of

Four Thousand Eight Hundred dollars (\$ 4,800 ).

ALTERNATE NO. CC-4. Add roller shades as indicated of Sheet A13.01.

If this Alternate is accepted, add to the Lump Sum Base Bid the sum of

Five Thousand Nine Hundred dollars (\$ 5,900 ).

UNIT PRICES: The Unit Prices listed below shall determine the value of extra work or changes, as applicable. They shall be considered complete, including all materials and equipment, labor, installation costs, overhead, and profit, and shall be used uniformly for additions or deductions respectively.

UNIT PRICE BIDS: The undersigned hereby proposes and agrees to provide the foregoing in relation to the following Work. The quantities specified may be modified by a Change Order in accord with the following Unit Prices:

1. Furnish and install augered cast-in-place piles as specified:

Add (\$ 17.00) for each lineal foot more than 50' lineal feet added

Deduct (\$ 16.00) for each lineal foot less than 50' lineal feet deducted

ALTERNATES AND UNIT PRICES: The Lump Sum Base Bid may be modified in accord with the Alternates and Unit Prices as proposed by the undersigned on his completed Bid Forms for the respective projects.

The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

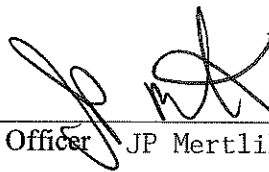
Dated this 6th day of May, 2021

D. R. Anderson Constructors Co.

Name of Bidder

P.O. Box 34340 Omaha, NE 68134

Address of Bidder



---

Authorized Officer JP Mertlik, President

(402) 572-7350

---

Area Code/Telephone Number

END OF DOCUMENT

**Discussion and/or decision to approve payment of \$198,237.58 to the City of Council Bluffs for costs related to the Southwest Iowa 100-Yard Shooting Range Addition.**





INVOICE

DATE: May 7, 2021

Invoice #: 050721-P2101

TO: County Board of Supervisors  
227 S 6th St  
Council Bluffs, IA 51501

Description	Amount
<b>Southwest Iowa 100-Yard Shooting Range Addition</b> Design fees, testing fees, grading package cost, Lund Ross construction costs and Action Target costs	\$198,237.58
	<u>\$198,237.58</u>

Make check  
payable:

**City Treasurer**  
**209 Pearl Street**  
**Council Bluffs, IA 51503**

Federal ID# 42-6004428

G/L Code: S35700-445000-P2101

\_\_\_\_\_  
Tim Carmondy  
Police Chief  
City of Council Bluffs, Iowa

## Southwest Iowa 100-Yard Shooting Range Addition Invoices

<u>Vendor</u>	<u>Invoice Date</u>	<u>Invoice No</u>	<u>Amount</u>	<u>Check Date</u>	<u>Check No</u>
HGM Associates Inc	10/27/2020	110520-1	\$2,000.00 ✓	11/6/2020	45617
HGM Associates Inc	11/24/2020	110520-2	\$7,250.00 ✓	12/11/2020	45998
HGM Associates Inc	12/28/2020	110520-3	\$10,450.00 ✓	1/15/2021	46365
HGM Associates Inc	1/27/2021	110520-4	\$27,400.00 ✓	2/5/2021	46584
Action Target	2/8/2021	125836-1	\$295,483.00 ✓	2/19/2021	46708
HGM Associates Inc	1/27/2021	110520-5	\$15,680.65 ✓	3/5/2021	46884
HGM Associates Inc	2/25/2021	110520-6	\$2,415.00 ✓	4/9/2021	47246
Lee Construction	3/15/2021	110520G-1FINAL	\$32,500.00 ✓	4/2/2021	234826
HGM Associates Inc	4/27/2021	110520-7	\$3,296.50 ✓	5/7/2021	47553

**TOTAL**

**\$396,475.15**

CB Share \$198,237.58

Pott Co Share **\$198,237.58**

Total **\$396,475.15**

**City of Council Bluffs**

Finance Department  
 209 Pearl Street  
 Council Bluffs, Iowa 51503-0826

**EFT**

for  
 Number

42321

EFT  
 Date

11/06/2020

EFT  
 Number

**45617**

HGM ASSOCIATES INC

**\$110,638.18**

Pay \*One Hundred Ten Thousand Six Hundred Thirty-eight Dollars and 18 Cents\*

To the Order Of HGM ASSOCIATES INC  
 640 5TH AVE  
 COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
 NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
10/27/2020	110520-1	SHOOTING RANGE PROJECT CONSULTATION P2101 GL#:S35700 - 640700 - P2101	\$2,000.00		
10/13/2020	150717-26	CBIS PHASE 4 SEWER RELOCATES PW17-15 GL#:S36000 - 640700 - 1715X	\$14,388.18		
10/26/2020	750020-5	N BROADWAY BRIDGE REPLACEMENT PW21-13 GL#:S36000 - 640700 - 2113X	\$94,250.00		
Vendor No		Vendor Name	EFT No	EFT Date	EFT Amount
42321		HGM ASSOCIATES INC	45617	11/06/2020	\$110,638.18



ASSOCIATES INC.

640 5th Avenue  
Council Bluffs, IA 51501  
(712) 323-0530

City of Council Bluffs Police Department  
Attn: Chief Tim Carmody  
1 Ezra Jackson Way  
Council Bluffs, IA 51503

VENDOR #	
COST CENTER	638700
ACCOUNT #	640700
PROJECT	P2101
OK'D BY	Scott Millner <small>Digitally signed by Scott Millner DN: cn=Scott Millner, o=HGM, ou=HGM, email=smillner@hgm.com, c=US</small>
DATE APPROVED	10.28.20
FINANCE	
NOTES	- range project consultation

INVOICE

Invoice Number: 110520-1  
Date: October 27, 2020  
Client Code: 1208

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: October 15, 2020

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)			100% Complete	\$2,000.00
002: Construction Documents (LS \$48,000)			0% Complete	\$0.00
003: Bidding (LS \$2,000)			0% Complete	\$0.00
004: Construction Administration (LS \$18,000)			0% Complete	\$0.00
005: Survey (LS \$1,600)			0% Complete	\$0.00
006: Civil (LS \$8,500)			0% Complete	\$0.00

Total Amount Billed	\$2,000.00
Less Previous Invoices	\$0.00
<b>Invoice Total</b>	<b>\$2,000.00</b>

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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P2101

**City of Council Bluffs**

Finance Department  
 209 Pearl Street  
 Council Bluffs, Iowa 51503-0826

**EFT**

for  
 Number  
 42321

EFT  
 Date  
 12/11/2020

EFT  
 Number  
**45998**

HGM ASSOCIATES INC

**\$15,666.46**

Pay \*Fifteen Thousand Six Hundred Sixty-six Dollars and 46 Cents\*

To the Order Of HGM ASSOCIATES INC  
 640 5TH AVE  
 COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
 NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
07/15/2020	151119-9	N 28TH ST SEWER REPAIR THRU 6/30/20 PW19-40 GL#:G21800 - 640700 - 00253	\$474.70		
11/24/2020	150620-2	CENTRAL FIRE STATION ADA ACCESS B2104 GL#:S36100 - 640700 - B2104	\$1,442.84		
11/24/2020	150720-2	CENTRAL FIRE SPRINKLER UPGRADE B2103 GL#:S36100 - 640700 - B2103	\$6,498.92		
11/24/2020	110520-2	100 YARD SHOOTING RANGE THRU 12/15/20 P21-01 GL#:S35700 - 640700 - P2101	\$7,250.00		
Vendor No.		Vendor Name	EFT No.	EFT Date	EFT Amount
42321		HGM ASSOCIATES INC	45998	12/11/2020	\$15,666.46



640 5th Avenue  
 Council Bluffs, IA 51501  
 (712) 323-0530

City of Council Bluffs Police Department  
 Attn: Chief Tim Carmody  
 1 Ezra Jackson Way  
 Council Bluffs, IA 51503

**INVOICE**

Invoice Number: 110520-2  
 Date: November 24, 2020  
 Client Code: 1208

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: November 15, 2020

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)				
		100% Complete		\$2,000.00
002: Construction Documents (LS \$48,000)				
		10% Complete	\$4,800.00	\$4,800.00
003: Bidding (LS \$2,000)				
		0% Complete		\$0.00
004: Construction Administration (LS \$18,000)				
		0% Complete		\$0.00
005: Survey (LS \$1,600)				
		100% Complete	\$1,600.00	\$1,600.00
006: Civil (LS \$8,500)				
		10% Complete	\$850.00	\$850.00

VENDOR #	
COST CENTER	S35700
ACCOUNT #	640700
PROJECT	P2101
OK'D BY	Scott Milner <small>Digitally signed by Scott Milner DN: cn=Scott Milner, o=City of Council Bluffs, ou=City of Council Bluffs, email=smilner@cityofcouncilbluffs.org, c=US</small>
DATE APPROVED	12.03.20
FINANCE	
NOTES	

Total Amount Billed	\$9,250.00
Less Previous Invoices	\$2,000.00
<b>Invoice Total</b>	<b>\$7,250.00</b>

**Outstanding Invoices**

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance

P2101

**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**EFT**

Y or  
N Jer  
42321

EFT  
Date  
01/15/2021

EFT  
Number

**46365**

HGM ASSOCIATES INC

**\$42,771.77**

Pay \*Forty-two Thousand Seven Hundred Seventy-one Dollars and 77 Cents\*

To the Order Of HGM ASSOCIATES INC  
640 5TH AVE  
COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
12/31/2020	150920-1	RIVER'S EDGE WATER FEATURE THROUGH 12/15/20 R2116 GL#:S37000 - 640700 - R2116	\$4,626.65		
12/28/2020	150720-3	FIRE SPRINKLER UPGRADE CENTRAL FIRE B2103 GL#:S36100 - 640700 - B2103	\$4,666.37		
12/28/2020	110520-3	SHOOTING RANGE EXPANSION THROUGH 12/15/20 P2101 GL#:S35700 - 640700 - P2101	\$10,450.00		
12/31/2020	750020-7	N BROADWAY BRIDGE THROUGH 12/15/20 PW21-13 GL#:S36000 - 640700 - 2113X	\$23,028.75		
Vendor No.		Vendor Name	EFT No.	EFT Date	EFT Amount
42321		HGM ASSOCIATES INC	46365	01/15/2021	\$42,771.77

# hgm

ASSOCIATES INC.

640 5th Avenue  
 Council Bluffs, IA 51501  
 (712) 323-0530

## INVOICE

Invoice Number: 110520-3  
 Date: December 28, 2020  
 Client Code: 1208

**City of Council Bluffs Police Department**  
 Attn: Chief Tim Carmody  
 1 Ezra Jackson Way  
 Council Bluffs, IA 51503

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: December 15, 2020

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)			100% Complete	\$2,000.00
002: Construction Documents (LS \$48,000)			30% Complete	\$9,600.00 \$14,400.00
003: Bidding (LS \$2,000)			0% Complete	\$0.00
004: Construction Administration (LS \$18,000)			0% Complete	\$0.00
005: Survey (LS \$1,600)			100% Complete	\$1,600.00
006: Civil (LS \$8,500)			20% Complete	\$850.00 \$1,700.00
			<b>Total Amount Billed</b>	<b>\$19,700.00</b>
			<b>Less Previous Invoices</b>	<b>\$9,250.00</b>
			<b>Invoice Total</b>	<b>\$10,450.00</b>

<b>Outstanding Invoices</b>				
Invoice	NOTES	0 - 30	31 - 60	61-90
			Over 90	Balance

VENDOR #	
COST CENTER	S35700
ACCOUNT #	840789
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody, DN: cn=Timothy J. Carmody, o=Council Bluffs Police Department, ou=Chief of Police, email=tcarmody@co councilbluffs.org, c=US</small>
DATE APPROVED	12.28.20
FINANCE	

**RECEIVED**  
 DEC 29 2020  
 FINANCE DEPT

P2101





VENDOR #	
COST CENTER	835700
ACCOUNT #	840700
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody, DN: cn=Timothy J. Carmody, o=Council Bluffs Police Department, ou=City of Bluffs, email=tcarmody@cityofbluffs.org, c=US Date: 2021.01.27 14:24:11 -0500</small>
DATE APPROVED	01/27/21
FINANCE	
640 5th Avenue Council Bluffs, IA 51501 (712) 323-0530	



**INVOICE**

Invoice Number: 110520-4  
 Date: January 27, 2021  
 Client Code: 1208

City of Council Bluffs Police Department  
 Attn: Chief Tim Carmody  
 1 Ezra Jackson Way  
 Council Bluffs, IA 51503

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: January 15, 2021

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)			100% Complete	\$2,000.00
002: Construction Documents (LS \$48,000)			80% Complete	\$24,000.00 \$38,400.00
003: Bidding (LS \$2,000)			0% Complete	\$0.00
004: Construction Administration (LS \$18,000)			0% Complete	\$0.00
005: Survey (LS \$1,600)			100% Complete	\$1,600.00
006: Civil (LS \$8,500)			60% Complete	\$3,400.00 \$5,100.00
<b>Total Amount Billed</b>				<b>\$47,100.00</b>
<b>Less Previous Invoices</b>				<b>\$19,700.00</b>
<b>Invoice Total</b>				<b>\$27,400.00</b>

**Outstanding Invoices**

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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P2101

**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**EFT**

or  
Number  
42321

EFT  
Date  
03/05/2021

EFT  
Number  
**46884**

HGM ASSOCIATES INC

**\$30,923.54**

Pay \*Thirty Thousand Nine Hundred Twenty-three Dollars and 54 Cents\*

To the Order Of HGM ASSOCIATES INC  
640 5TH AVE  
COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
02/26/2021	115618-14	IPL ANNUAL INSPECTIONS THROUGH 2/15/21 GL#:C02600 - 640700	\$353.57		
02/25/2021	151120-3	MAC RE-ROOFING THROUGH 2/15/21 M2101 GL#:S36600 - 640700 - M2101	\$442.35		
02/12/2021	150720-4	FIRE SPRINKLER UPGRAD THROUGH 1/31/21 B2103 GL#:S36100 - 640700 - B2103	\$6,582.73		
01/27/2021	151120-2	MAC RE-ROOFING THROUGH 1/15/21 M2101 GL#:S36600 - 640700 - M2101	\$7,864.24		
02/25/2021	110520-5	SWIA SHOOTING RANGE THROUGH 2/15/21 P2101 GL#:S35700 - 640700 - P2101	\$15,680.65		
Vendor No.		Vendor Name	EFT No.	EFT Date	EFT Amount
42321		HGM ASSOCIATES INC	46884	03/05/2021	\$30,923.54



ASSOCIATES INC.

640 5th Avenue  
Council Bluffs, IA 51501  
(712) 323-0530

City of Council Bluffs Police Department  
Attn: Chief Tim Carmody  
1 Ezra Jackson Way  
Council Bluffs, IA 51503

VENDOR #	
COST CENTER	S35700
ACCOUNT #	640700
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody DN: cn=Timothy J. Carmody, o=Council Bluffs Police Department, ou=Chief of Police, email=tjccarmody@CouncilBluffs- ia.gov, c=US Date: 2021.02.18 10:14:28 -0500</small>
DATE APPROVED	02.26.21
FINANCE	
NOTES	

### INVOICE

Invoice Number: 110520-5  
Date: February 25, 2021  
Client Code: 1208

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion per agreement Through: February 15, 2021

NOTES	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)			100% Complete	\$2,000.00
002: Construction Documents (LS \$48,000)			100% Complete	\$9,600.00 \$48,000.00
003: Bidding (LS \$2,000)			0% Complete	\$0.00
004: Construction Administration (LS \$18,000)			0% Complete	\$0.00
005: Survey (LS \$1,600)			100% Complete	\$1,600.00
006: Civil (LS \$8,500)			80% Complete	\$1,700.00 \$6,800.00
007: ETI, Inc. (Hrly) Engineering Technologies, Inc.			\$4,000.00	\$4,000.00 \$4,000.00
008: Reimbursables (Hrly)				
General Expense			\$14.09	
General Expense			\$366.56	
			\$380.65	\$380.65

Total Amount Billed	\$62,780.65
Less Previous Invoices	\$47,100.00
<b>Invoice Total</b>	<b>\$15,680.65</b>

P2101

**Outstanding Invoices**

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Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**EFT**

for  
Number  
42321

EFT  
Date  
04/09/2021

EFT  
Number  
**47246**

HGM ASSOCIATES INC

**\$14,768.93**

Pay \*Fourteen Thousand Seven Hundred Sixty-eight Dollars and 93 Cents\*

To the Order Of HGM ASSOCIATES INC  
640 5TH AVE  
COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount	
03/29/2021	750020-9	N BRDWY BRIDGE RPLCMNT PW21-13 THRU 3/15/21 2113X GL#:S36000 - 640700 - 2113X	\$870.00	
03/29/2021	151120-4	PHASE ONE ROOF MAC PROJECT M2102 GL#:S36600 - 640700 - M2102	\$1,284.69	
03/29/2021	110520-6	SWIA SHOOTING RANGE THROUGH 3/15/21 P2101 GL#:S35700 - 640700 - P2101	\$2,415.00	
03/29/2021	150621-1	TWIN CITY PARKING LOT UPGRADE THRU 3/15/21 R2208 GL#:S37000 - 640700 - R2208	\$4,202.01	
03/29/2021	150221-1	COCHRAN PARK PLAYGROUND IMP. THRU 3/15/21 R2205 GL#:S37000 - 640700 - R2205	\$5,997.23	
Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
42321	HGM ASSOCIATES INC	47246	04/09/2021	\$14,768.93

# hgm

ASSOCIATES INC.

# COPY

640 5th Avenue  
Council Bluffs, IA 51501  
(712) 323-0530

City of Council Bluffs Police Department  
Attn: Chief Tim Carmody  
1 Ezra Jackson Way  
Council Bluffs, IA 51503

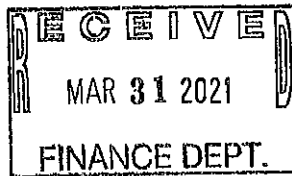
VENDOR #	
COST CENTER	836700
ACCOUNT #	840700
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody, DN: cn=Timothy J. Carmody, o=Council Bluffs Police Department, ou=Chief of Police, email=carmodyt@ciweb.org, c=US, email=TIMJ.CARMOY@POLICE.CBIA.IA.GOV</small>
DATE APPROVED	03.30.21
FINANCE	
NOTES	

## INVOICE

Invoice Number: 110520-6  
Date: March 29, 2021  
Client Code: 1208

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: March 15, 2021

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)		100% Complete		\$2,000.00
002: Construction Documents (LS \$48,000)		100% Complete		\$48,000.00
003: Bidding (LS \$2,000)		100% Complete	\$2,000.00	\$2,000.00
004: Construction Administration (LS \$18,000)		0% Complete		\$0.00
005: Survey (LS \$1,600)		100% Complete		\$1,600.00
006: Civil (LS \$8,500)		80% Complete		\$6,800.00
007: ETI, Inc. (Hrly)				\$4,000.00
008: Reimbursables (Hrly)				
General Expense			✓ \$180.00	
			\$180.00	\$560.65
Thiela Geotech, Inc.			✓ \$235.00	
			\$235.00	\$235.00



Total Amount Billed	\$65,195.65
Less Previous Invoices	\$62,780.65
<b>Invoice Total</b>	<b>\$2,415.00</b>

P2101

**Outstanding Invoices**

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Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**EFT**

Vendor  
Number  
42321

EFT  
Date  
05/07/2021

EFT  
Number  
**47553**

HGM ASSOCIATES INC

**\$59,324.92**

Pay \*Fifty-nine Thousand Three Hundred Twenty-four Dollars and 92 Cents\*

To the Order Of HGM ASSOCIATES INC  
640 5TH AVE  
COUNCIL BLUFFS, IA 51501

**EFT FILE COPY  
NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
04/27/2021	150620-4	ADA FIRE ACCESS B2104 GL#:S36100 - 640700 - B2104	\$939.56		
04/28/2021	150920-3	R.E.P. WATER FEAT REP THROUGH 4/15/21 R2116 GL#:S37000 - 640700 - R2116	\$1,523.53		
04/27/2021	151120-5	ROOF PROJECT M2102 GL#:S36600 - 640700 - M2102	\$2,085.08		
04/27/2021	110520-7	SWIA SHOOTING RANGE EXPANSION THRU 4/15/21 P2101 GL#:S35700 - 640700 - P2101	\$3,296.50		
03/12/2021	150520-8	28TH ST SEWER PHASE II PW20-11 THRU 2/28/21 2011X GL#:S36000 - 640700 - 2011X	\$51,480.25		
Vendor No:		Vendor Name	EFT No.	EFT Date	EFT Amount
42321		HGM ASSOCIATES INC	47553	05/07/2021	\$59,324.92

# hgm

## ASSOCIATES INC.

640 5th Avenue  
Council Bluffs, IA 51501  
(712) 323-0530

City of Council Bluffs Police Department  
Attn: Chief Tim Carmody  
1 Ezra Jackson Way  
Council Bluffs, IA 51503

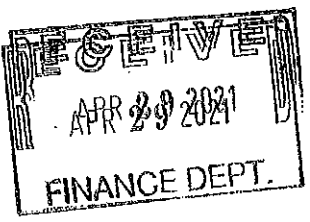
VENDOR #	
COST CENTER	535700
ACCOUNT #	640700
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody DN: cn=Timothy J. Carmody, o=City of Council Bluffs Police Department, ou=Chief of Police, email=timothy.j.carmody@ci-cb.org, c=US Date: 2021.04.27 12:24:22 -0500</small>
DATE APPROVED	04.28.21
FINANCE	
NOTES	

## INVOICE

Invoice Number: 110520-7  
Date: April 27, 2021  
Client Code: 1208

Progress billing for architectural services for the SWIA 100 Yard Shooting Range Expansion, per agreement Through: April 15, 2021

	Hours	Rate	Current Period	Billed To Date
001: Preliminary (LS \$2,000)		100% Complete		\$2,000.00
002: Construction Documents (LS \$48,000)		100% Complete		\$48,000.00
003: Bidding (LS \$2,000)		100% Complete		\$2,000.00
004: Construction Administration (LS \$18,000)		10% Complete	\$1,800.00	\$1,800.00
005: Survey (LS \$1,600)		100% Complete		\$1,600.00
006: Civil (LS \$8,500)		80% Complete		\$6,800.00
007: EIT, Inc. (Hrly)				\$4,000.00
008: Reimbursables (Hrly)				\$560.65
Thiele Geotech, Inc.			\$1,496.50	\$1,731.50
			<u>\$1,496.50</u>	
				<u>\$68,492.15</u>
				<u>\$65,195.65</u>
				<u><b>\$3,296.50</b></u>



### Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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P2101

**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**AP**

Vendor  
Number

96622

Check  
Date

04/02/2021

CHECK  
NUMBER

**234826**

**\$32,500.00**

Pay \*Thirty-two Thousand Five Hundred Dollars and 00 Cents\*

To the  
Order Of LEE CONSTRUCTION INC  
57258 225TH ST  
GLENWOOD, IA 51534

**FILE COPY  
NON-NEGOTIABLE**

LEE CONSTRUCTION INC

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount
03/22/2021	110520G-1FINAL	SWIA 100 YARD SHOOTING RANGE - GRADING P2101 S35700 - 676000 - P2101	\$32,500.00
			\$32,500.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
96622	LEE CONSTRUCTION INC	234826	04/02/2021	\$32,500.00

PERIODIC COST ESTIMATE  
HGM ASSOCIATES INC.  
Consulting Engineers

Estimate No. 1 - Final  
Project No. 110520G  
Page 1 of 1

Project Description: SWIA 100-Yard Shooting Range Addition - Grading

Period Ending: March 15, 2021

Owner:

City of Council Bluffs, Iowa  
CB Public Works Department  
1001 10th Avenue  
Council Bluffs, Iowa 51501

Contractor:

Lee Construction  
Attn: Donna Lee  
57258 225th Street  
Glenwood, Iowa 51534

Date of Estimate: March 22, 2021

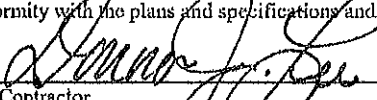
Percent Completion: 100%

Current Contract Amount: \$32,500.00

Estimated Completion:

Item No.	Item Code	Description	Unit	Unit Price (\$)	Contract	Quantities		Amount (\$)
						Actual	%	
						To Date		
1.		Grading	LS	1.00	\$32,500.00	1.00	100%	32,500.00
		WO 602239						
		ROG 58934						
		SWILE-GRADING						
		S35700-676000-P3101						
		RICK REICHENBERG						

I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.

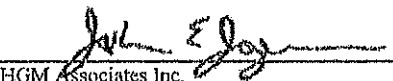
  
Contractor Date 3/22/2021

Total Amount Completed Work to Date: \$32,500.00

Less Amount Retained (0%): \$0.00

Less Previous Payments to Contractor: \$0.00

I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.

  
HGM Associates Inc. Date March 22, 2021

Total Amount Now Due Contractor: \$32,500.00

Breakdown of Materials Delivered:



## STATEMENT OF FINAL ACCEPTANCE

TO: Chief Tim Carmody  
City of Council Bluffs, Iowa  
1 Ezra Jackson Way  
Council Bluffs, IA 51503

DATE: March 18, 2021

RE: City of Council Bluffs, Iowa  
Southwest Iowa 100-Yard Shooting Range Addition – GRADING  
HGM Project #110520-G  
City Project #PD-21-01

I hereby state that the grading work according to the plans and specifications entitled Southwest Iowa 100-Yard Shooting Range Addition – GRADING, under contract by and between the City of Council Bluffs, Iowa, and Lee Construction, Inc. has been completed, including all punch list items as of March 11, 2021, and that the work as completed is in compliance with the plans and specifications for said work. Final acceptance of the project is recommended to and by the City of Council Bluffs, Iowa.

Sincerely,  
HGM ASSOCIATES INC. - CONSULTANT

A handwritten signature in black ink, appearing to read "John E. Jorgensen". The signature is fluid and cursive, with a long horizontal stroke at the end.

John E. Jorgensen, P.E.  
Project Manager

**City of Council Bluffs**

Finance Department  
209 Pearl Street  
Council Bluffs, Iowa 51503-0826

**EFT**

Order  
Number

660

EFT  
Date

02/19/2021

EFT  
Number

**46708**

ACTION TARGET INC.

**\$295,483.00**

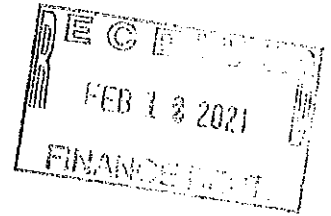
Pay \*Two Hundred Ninety-five Thousand Four Hundred Eighty-three Dollars and 00 Cents\*


To the Order Of ACTION TARGET INC.  
3411 S MOUNTAIN VISTA PARKWAY  
PROVO, UT 84606

**EFT FILE COPY  
NON-NEGOTIABLE**

City of Council Bluffs, Iowa

Invoice Date	Invoice Number	Description	Invoice Amount		
02/08/2021	125836-1	COMPLETION OF RANGE DRAWINGS - P2101 GL#:S35700 - 640700 - P2101	\$295,483.00		
Vendor No.		Vendor Name	EFT No.	EFT Date	EFT Amount
660		ACTION TARGET INC.	46708	02/19/2021	\$295,483.00



 <b>ACTION TARGET</b> <sup>TM</sup> 3411 S. Mountain Vista Parkway, Provo, UT 84606 Phone: 801-377-8033 Fax: 801-377-8096		<b>Invoice</b>		Invoice: 125836-1 Date: 2021-Feb-08 Order: 125836 CustID: 6666 Sales: Scott DeSanti PO: ATI Contract Printed: 2021-Feb-08	
		Complete Billing	Shipping Terms: FOB Provo	Payment Due:	Upon Receipt
<b>Bill To:</b> Council Bluffs Police Department 1 Ezra Jackson Way Council Bluffs, IA 51503					
Ln	Quantity	Description	Unit	Amount	
1	1	Completion of 100% Range Drawings		295,483.00	295,483.00
<small>Terms and Conditions: Unless otherwise stated above, all accounts are Net 30 with the total amount due and payable 30 days from the invoice date. A FINANCE CHARGE of 1 1/2% per month (Annual Rate of 18%) will be charged on all past due accounts. Warranty services will not be performed unless the account is on a current basis. If collection is made by suit or otherwise, the purchaser agrees to pay interest until the balance is paid in full and also all collection cost including reasonable attorney fees.</small>				<b>Total:</b>	295,483.00
				<b>Amount Paid:</b>	
				<b>Total Due:</b>	295,483.00

VENDOR #	1060
COST CENTER	S35700
ACCOUNT #	640700
PROJECT	P2101
OK'D BY	Timothy J. Carmody <small>Digitally signed by Timothy J. Carmody          DN: cn=Timothy J. Carmody, o=Council Bluffs Police Department, ou=Chief of Police, email=tcarmody@CouncilBluffs-Ia.gov, c=US          Date: 2021.02.12 13:21:18 -0600</small>
DATE APPROVED	02.12.21
FINANCE	
NOTES	

P2101

**Matt Wyant/Planning and Development  
Director**

**Discussion and/or decision to approve:  
Service Agreement with Field Day  
Development**





## SERVICE AGREEMENT FOR POTTAWATTAMIE COUNTY

---

This is an agreement dated 4/9/2021 between FIELD DAY DEVELOPMENT (hereinafter referred to as FIELD DAY) and POTTAWATTAMIE COUNTY (hereinafter referred to as PottCo).

Whereas, PottCo desires to engage a consultant to build a new health department building;

Whereas, FIELD DAY agrees to provide consulting services to PottCo.

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein, the parties agree as follows:

**ARTICLE 1. TERM OF CONTRACT** This agreement will become effective on 04/19/2021 until project completion unless renegotiated and mutually agreed to, in writing, between the parties.

**ARTICLE 2. INDEPENDENT STATUS OF FIELD DAY** The parties understand and agree that FIELD DAY shall serve as an independent contractor and not as an employee of PottCo. FIELD DAY shall determine the method, details and means of providing its services under this agreement. FIELD DAY agrees to pay all federal, state and local taxes, licenses, and fees levied or assessed on FIELD DAY in connection with or incident to the services provided under this agreement by any governmental agency, including but not limited to unemployment compensation insurance, social security, or any other state or federal taxes upon the wages or salaries paid by FIELD DAY, its agents, employees, and representatives. FIELD DAY agrees to require the same agreements and be liable for any breach of such agreements by any of its Subcontractors.

FIELD DAY agrees to reimburse PottCo or its members and volunteers on demand for all such taxes or governmental charges, local, state and federal, which PottCo or its members may be required or deem it necessary to pay because of employees of FIELD DAY or its Subcontractors. FIELD DAY agrees to furnish PottCo with the information required to enable it to make necessary reports to pay such taxes or charges. At its election, PottCo is authorized to deduct all sums so paid for such taxes and government charges from such amounts as may be or become due FIELD DAY hereunder. FIELD DAY understands and agrees to provide PottCo with a completed and signed Internal Revenue Form W9 before commencement of the services to be provided herein.

FIELD DAY agrees to pay all claims for labor, materials, services and supplies furnished by FIELD DAY hereunder and agrees to allow no lien or charge to be fixed upon property or other property owned by PottCo or its individual members and volunteers. FIELD DAY agrees to indemnify, protect and hold PottCo harmless from and against all such reasonable claims, charges, and liens, including any attorney's fees and expenses. If FIELD DAY shall fail or refuse to pay any claim or indebtedness incurred by FIELD DAY in connection with the services hereunder, it is agreed PottCo or its individual members shall have the right, but not the obligation, to pay any such claim or indebtedness out of any money due or to become due to FIELD DAY hereunder.

**ARTICLE 3. SERVICES TO BE PERFORMED BY FIELD DAY** FIELD DAY will perform project management and development services, with support from PottCo, at:

- Principal at \$200
- Senior Project Manager at \$165
- Project Manager at \$150
- Administration at \$85

- Due diligence – some items listed below
- Assemble project team – this includes evaluating proposals, pricing and selecting the right consultant for the job
  - A&E – Create RFPs & contract negotiation
    - Furniture
  - General contractor – Create RFPs & contract negotiation
  - Survey
  - Legal (if needed – likely not in this case)
  - Geotech
  - Environmental
  - Technology/low voltage/security – coordinate with county staff and vendor
- Create and manage detailed schedule
- Create total project budget
- Track monthly expenses and provide cashflow updates monthly
  - Review and approve all invoices for client to pay
- Keep the project on-time & on-budget
- Attend all project meetings, specifically during design & construction
- Review all GC pay apps, change requests, change orders, ASIs, etc
- Punchlist & project closeout
- Manage retainage
- Work with the County on fund streams, requirements, funder documentation & updates

FIELD DAY shall not be responsible for inaccurate, misleading and/or false information provided by PottCo during services performed. FIELD DAY is not held liable or responsible for projects that are not funded if duties are performed within contract parameters.

**ARTICLE 4. PottCo RESPONSIBILITIES** PottCo shall provide FIELD DAY with requested information to avoid delaying services performed by FIELD DAY in conjunction with the terms and conditions of this Agreement. Therefore, it shall be a breach of Agreement if PottCo fails or delays the timely submission of requested documents and information.

**ARTICLE 5. COMPENSATION** In consideration for the services, duties, and other obligations to be performed to the reasonable satisfaction of PottCo by FIELD DAY as described herein, PottCo agrees to pay FIELD DAY during periods of service agreement according to the terms of payment set forth below.

Terms of Payment: Unless otherwise agreed or negotiated in writing, FIELD DAY shall be paid the full amount, less any reimbursable expenses, stated in Article 3 above upon receipt of each invoice. Invoicing will be submitted on a monthly basis and will only include services provided during the 30/31 days prior. All invoices will include an itemization of work. Services provided through the agreement will not exceed one hundred thousand dollars (\$100,000.00) unless approved in advance by the Pottawattamie County Board of Supervisors.

FIELD DAY will be reimbursed for reasonable out-of-pocket expenses. Expenses over \$50.00 will be approved, in writing, in advance by PottCo. All reimbursable expenses will be itemized, fully documented with back-up receipts and billed directly to PottCo on a monthly basis.

**ARTICLE 6. OBLIGATIONS OF POTTCO** PottCo agrees to consider all reasonable requests of FIELD DAY necessary to the performance of FIELD DAY'S duties under this agreement. All documents and any information collected by FIELD DAY related to PottCo shall remain under the control of PottCo and not be distributed or used without written authorization of PottCo. Any information provided to FIELD DAY shall remain confidential both during and after the term of this agreement.

**ARTICLE 7. OWNERSHIP OF WORK PRODUCT** PottCo shall have full and complete ownership of FIELD DAY'S entire work product related to PottCo. FIELD DAY shall maintain the right to photocopy, at its sole expense, and maintain records of all work-product for its own records.

**ARTICLE 8. TERMINATION OF AGREEMENT DEFAULT** If either Party to this agreement defaults in the performance of this agreement or materially breaches any of its provisions, then the non-defaulting party may terminate this agreement by giving written notification to the other Party. For the purposes of this agreement, a material breach shall include, but not be limited to, the following:

FIELD DAY DEFAULTS – Failure to perform services as described in this agreement; failure to perform services in a timely and consistent fashion; and failure to maintain confidentiality of information and the PottCo records collected during work under this agreement.

PottCo DEFAULTS – PottCo failure to pay FIELD DAY any or all the compensation set forth in this agreement on the date due. This provision does not in any way abridge FIELD DAY's legal remedies to collect any payments due under the terms of this agreement.

NO DEFAULT TERMINATION – PottCo or FIELD DAY retains the right to terminate this contract at any time, for any reason, upon 30 days written notice. PottCo will be obligated to reimburse any PottCo-approved expenses incurred through the time of termination of the agreement.

**ARTICLE 9. INSURANCE** – FIELD DAY shall maintain at its sole cost and expense during the Term of this Agreement, with insurers and licensed to do business in Nebraska, a minimum insurance coverage.

**ARTICLE 10. INDEMNIFICATION** – FIELD DAY shall indemnify and hold harmless PottCo or its individual employees, officers, directors, members and volunteers from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to FIELD DAY'S performance of this Agreement. To the extent permitted by law, PottCo shall indemnify and hold harmless FIELD DAY from and against any claims, suits, action, liability or cost of any kind (including attorney's fees) as a result of PottCo's performance under this Agreement, but only to the extent caused by or arising out of the negligent acts or omissions of PottCo. FIELD DAY shall indemnify and hold harmless PottCo and its individual employees, officers, directors, members and volunteers from and against any reasonable claims, suits, action, liability or cost of any kind (including attorney's fees) as a result of FIELD DAY'S Services in this Agreement rendered hereunder, unless it is determined that such claims, suits, action, liability or cost was caused by a result from the breach by PottCo of this Agreement or from PottCo or its individual members and volunteers' negligence or willful misconduct.

**ARTICLE 11. GENERAL PROVISIONS NOTICES** Any notices given hereunder by either party to the other party may be affected by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed as follows:

Andrea Kathol  
Owner, Field Day Development  
1111 N. 13<sup>th</sup> St #103, Omaha, NE 68102  
402-215-6759

Matt Wyant  
Planning and Development Director, Pottawattamie County  
223 South 6<sup>th</sup> Street, Council Bluffs, IA 51501  
712-328-5792

Each party may change its address listed above by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

**GOVERNING LAW** This agreement will be governed by and construed in accordance with the laws of the State of Nebraska. FIELD DAY and PottCo respectively agree to comply with all laws, rules, and regulations, federal, state, and municipal, and to obtain all licenses or permits which are now or may become applicable to operations covered by this agreement or arising out of the performance of the services to be provided hereunder.

**ASSIGNMENT** Neither this agreement nor any of the duties or obligations under this agreement may be assigned by FIELD DAY without the prior written consent of PottCo, which PottCo may withhold at its absolute and sole discretion.

**RECORDS** All records, sketches, drawings, prints, computations, charts, reports and other documentation made during services performed hereunder, or in anticipation of the consulting work to be performed regarding this Agreement, shall at all times be and remain sole property of PottCo. FIELD DAY shall turn over to PottCo all copies of such documentation on request by PottCo.

**FORCE MAJEURE** Neither Party shall be liable to the other for any delays or damages or for any failure to act due, occasioned, or caused by reason of federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered hereby, including the use of tools and equipment, or due, occasioned, or caused by strikes, action of the elements, or causes beyond the control of the parties affected hereby, and delays due to the above causes, or any of them, shall not be deemed to be a breach of or failure to perform under this agreement.

**CONFIDENTIAL INFORMATION** Information obtained by FIELD DAY in the conduct of servicing operations hereunder, shall be confidential and shall not be divulged by FIELD DAY, its employees, agents or Subcontractors to any person, firm, or corporation other than to PottCo director, designated representative or others directed by PottCo Governing Board.

The confidential obligation assumed by FIELD DAY under this paragraph shall not apply to any information disclosed to FIELD DAY in accordance with this paragraph which FIELD DAY can show by reasonable proof (a) to have been in the public domain at the time of receipt by FIELD DAY; or (b) to have become generally known to the public through no fault of FIELD DAY following its receipt by FIELD DAY; or (c) to have been known by FIELD DAY prior to its receipt by FIELD DAY; or (d) to have been disclosed to FIELD DAY by a third party on a non-confidential basis, who has no legal duty to PottCo or its individual members and volunteers to maintain the information in confidence.

**ENTIRE AGREEMENT OF THE PARTIES** This Agreement, if signed by the parties, becomes the full and complete agreement between parties. Any agreements, written or oral, that have been made prior to the signing of this agreement shall be null and void. This agreement may be amended in writing with the authorized signature of the parties. If all the terms of this contract are satisfactory, please sign below.

Read and Agreed to by:

---

Representative Signature – FIELD DAY DEVELOPMENT

---

Printed Name of Representative Date

---

Representative Signature – POTTAWATTAMIE COUNTY

---

Printed Name of Representative

Date

**Matt Wyant/Planning and Development  
Director**

**Discussion and/or decision to approve:  
Purchase of vehicle to replace inspector's  
vehicle in Planning Department**



# Purchase Agreement

Your Service Dept. at McMullen Ford  
 McMullen Ford  
 3401 South Expressway  
 Council Bluffs , IA 51501

Buyer	Co-Buyer	Vehicle
Pottawattamie Planning POTTAWATTAMIE COUNTY PLANNING 223 S 6th St Council Bluffs, IA 515014218 E: (712) 328-5792, C: (402) 490-1290		2021 Ford Escape S VIN: 1FMCU9F64MUA04869 Stock #: 43550 Mileage: 15 Color: Carbonized Gray Metallic

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
1	2014 Chevrolet Equinox (White)	2GNFLFEK8E6306383	2.4L 4 cyls	126,642	\$0.00

Purchase Details	
Retail Price:	\$27,740.00
Sales Price:	\$27,447.00
<b>Savings:</b>	<b>\$293.00</b>
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$0.00
Total Taxes	\$0.00
<b>Total Sales Price:</b>	<b>\$27,447.00</b>
Trade Allowance:	\$5,000.00
Trade Payoff:	\$0.00
Trade Equity:	\$5,000.00
Rebate:	\$2,000.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$20,447.00</b>

X  
 \_\_\_\_\_  
 Customer Signature

X  
 \_\_\_\_\_  
 Manager Signature

Disclaimer:

Printed 5/11/21 8:55 AM

With approved credit.

**John Rasmussen/County Engineer**

**Discussion and/or decision to approve:  
Resolution No. 37-2021 to revise the County  
Five Year Program**



# Resolution No 37-2021

## 2021 County Five Year Program Resolution

**WHEREAS**, Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan; and

**WHEREAS**, The Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2021), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050;

**NOW THEREFORE BE IT RESOLVED:**

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
LFM-C078(1)--7X-78 Emergency Watershed Repairs 48407	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 1, 8, 10, and 13.	15 0.000 miles	389 Miscellaneous Local	\$500,000
LFM-C078(3)--7X-78 Emergency Watershed Repairs 48408	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 3,4,7, and 11.	10 0.000 miles	389 Miscellaneous Local	\$300,000
L-C078(4)--73-78 Emergency Watershed Repairs 48409	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS project numbers 5 and 17.	10 0.000 miles	389 Miscellaneous Local	\$400,000
LFM-C078(2)--7X-78 Emergency Watershed Repairs 48410	On Various Locations Countywide This is a multiple project contract for NRCS Emergency Watershed Repair projects stemming from the 2019 flood event. The projects are bank stabilization projects at bridge locations. NRCS Projects 2,9,15, and 16.	40 0.000 miles	389 Miscellaneous Local	\$500,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
L-(BE02)--73-78 Belknap 2 Bridge Replacement 36157	On IDLEWOOD RD, Over SLOCUM CREEK, S3 T75 R40 SD, 100'	10 0.000 miles 285680	320 Bridges Local	added 200,000 Local dollars to 2021 removed 200,000 Local dollars from 2024	\$200,000
L-YO-1--73-78 York 1 Bridge Replacement 5353	On ROSEWOOD RD, Over MIDDLE SILVER CREEK, S1 T76 R41 Replace steel truss	25 0.000 miles 288230	320 Bridges Local	added 145,000 Local dollars to 2021 removed 145,000 Local dollars from 2025	\$145,000
STBG-SWAP-C078()- FG-78 L66 HMA Resurfacing 36205	On L66, from the Highway 6 Intersection North 6.5 Miles to the South Intersection of G30 Project letting delayed from FY21 into FY22.	260 6.493 miles	366 HMA Paving SWAP	Project Location updated removed 4,800,000 FM dollars from 2021 added 4,800,000 FM dollars to 2022 removed 1,200,000 SWAP dollars from 2021 added 1,250,000 SWAP dollars to 2022	\$6,050,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$1,230,000	\$3,275,000	\$2,045,000
Farm-to-Market	\$4,800,000	\$0	\$-4,800,000
Special	\$0	\$0	\$0
SWAP	\$1,700,000	\$500,000	\$-1,200,000
Federal Aid	\$0	\$0	\$0
Totals	\$7,730,000	\$3,775,000	\$-3,955,000

**Dated this 18<sup>th</sup> day of May, 2020.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECOMMENDED: \_\_\_\_\_  
John Rasmussen, County Engineer

**John Rasmussen/County Engineer**

**Discussion and/or decision to approve:  
Iowa DOT Budget Revision**

Iowa Department of Transportation  
**SECONDARY ROADS BUDGET**

County: **Pottawattamie County**  
Fiscal Year: **2021**  
Version: **1**

**COUNTY CERTIFICATION**

This Secondary Road Budget was adopted by the Board of Supervisors on \_\_\_\_\_  
Date

**ATTESTED**

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

\_\_\_\_\_  
County Engineer Date

\_\_\_\_\_  
Chairperson, Board of Supervisors Date

**IOWA DOT BUDGET APPROVALS**

Recommended Approval: \_\_\_\_\_  
OLS Reviewer Date

Approval: \_\_\_\_\_  
Director of Local Systems Date

## SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 <sup>nd</sup> Prior	1 <sup>st</sup> Prior	Current	Next
		FY 2018	FY 2019	FY 2020	FY 2021
1. County Auditor's Beginning Balance		\$9,075,482.87	\$9,017,625.89	\$7,410,127.69	\$3,557,414.00
Receipts from Property Tax Levies	<b>0.00000</b> Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$4,900,000.00	\$4,973,500.00	\$5,000,000.00	\$5,100,000.00
	<b>0.00000</b> Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$2,200,000.00	\$2,400,000.00	\$2,400,000.00	\$3,700,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$6,355,983.89	\$6,531,939.74	\$6,491,361.00	\$6,441,558.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$15,558.14	\$15,752.76	\$14,816.00	\$15,486.25
3c. Time 21		\$965,037.23	\$932,712.50	\$849,198.00	\$849,163.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$100,000.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$352,000.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$24,429.00	\$339,429.00	\$0.00
8. Miscellaneous Receipts  <i>Donations, sale of used materials, Special Assessments, etc</i>  <i>Itemized for 2021</i>	Facilities Bond - LOSST			\$2,590,501.31	\$3,600,000.00
	HUNGRY CANYONS ALLIANCE- MISC FED GRANT & REIMB				\$1,125,000.00
	LIVING ROADWAY TRUST FUND-MISC GRANTS	\$4,418.71		\$14,816.00	\$15,486.00
	MATERIALS-SCRAP			\$15,000.00	\$15,000.00
	MISC. REFUNDS- PARTS CREDITS	\$4,491.33		\$1,200.00	\$1,200.00
	All Other	\$108,876.48	\$1,007,795.80	\$316,750.00	\$611,000.00
9. Total Miscellaneous Receipts		\$117,786.52	\$1,007,795.80	\$2,938,267.31	\$5,367,686.00
10. TOTAL RECEIPTS		\$23,629,848.65	\$24,903,755.69	\$25,795,199.00	\$25,131,307.25
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

## SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2018	FY 2019	FY 2020	FY 2021
<b>70X * Administration and Engineering</b>				
700 Administration Expenditures	\$557,643.22	\$722,757.89	\$812,550.00	\$809,371.00
701 Engineering Expenditures	\$900,988.69	\$801,079.03	\$980,660.00	\$1,011,403.00
<b>TOTAL ADMINISTRATION AND ENGINEERING</b>	<b>\$1,458,631.91</b>	<b>\$1,523,836.92</b>	<b>\$1,793,210.00</b>	<b>\$1,820,774.00</b>
<b>020* Construction</b>				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$760,348.19	\$2,233,893.18	\$1,300,000.00	\$2,400,000.00
<b>71X* Roadway Maintenance</b>				
710 Bridges and Culverts (420, 430)	\$1,514,670.67	\$1,657,115.84	\$2,011,079.00	\$2,102,134.00
711 Roads (4250, 460, 480)	\$7,339,817.38	\$7,968,243.27	\$7,896,132.00	\$8,473,645.00
712 Snow and Ice Control (520)	\$273,128.08	\$276,715.99	\$347,500.00	\$349,600.00
713 Traffic Controls (590)	\$330,613.62	\$358,683.39	\$396,584.00	\$404,365.00
714 Road Clearing (490)	\$82,162.92	\$73,280.00	\$80,000.00	\$80,000.00
<b>TOTAL ROADWAY MAINTENANCE</b>	<b>\$9,540,392.67</b>	<b>\$10,334,038.49</b>	<b>\$10,731,295.00</b>	<b>\$11,409,744.00</b>
<b>72X * General Roadway</b>				
720 New Equipment (610)	\$1,072,098.01	\$1,478,849.26	\$1,800,000.00	\$1,500,000.00
721 Equipment Operations (620, 630, 650)	\$1,711,064.01	\$1,690,645.60	\$2,279,780.00	\$2,217,317.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$17,822.10	\$21,541.33	\$33,500.00	\$38,500.00
723 Real Estate and Buildings (800)	\$51,865.87	\$210,823.22	\$4,300,000.00	\$3,900,000.00
<b>TOTAL GENERAL ROADWAY</b>	<b>\$2,852,849.99</b>	<b>\$3,401,859.41</b>	<b>\$8,413,280.00</b>	<b>\$7,655,817.00</b>
<b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>	<b>\$14,612,222.76</b>	<b>\$17,493,628.00</b>	<b>\$22,237,785.00</b>	<b>\$23,286,335.00</b>
County Auditor's balance at end of fiscal year	\$9,017,625.89	\$7,410,127.69	\$3,557,414.00	\$1,844,972.25
<b>TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]</b>	<b>\$23,629,848.65</b>	<b>\$24,903,755.69</b>	<b>\$25,795,199.00</b>	<b>\$25,131,307.25</b>

**Discussion and/or decision regarding  
Resolution No. 96-2020.**

**RESOLUTION NO. 96-2020**

WHEREAS, in response to the Novel Coronavirus 2019 (COVI D-19) outbreak, Iowa Governor Kim Reynolds issued a Proclamation of Disaster Emergency, the United States Department of Health and Human Services declared a national public health emergency, and President Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, COVID-19 can spread from person-to-person and poses a possibility of causing severe illness or death; and

WHEREAS, the risk of transmission of COVID-19 may be substantially reduced by community containment strategies, measures, and protocols designed to slow the community spread of COVID-19; and

WHEREAS, Pottawattamie County Division of Public Health, the Centers for Disease Control and Prevention, and other public health experts encourage the use of a mask or other face covering for protection in public settings to mitigate the risk of community spread, especially when social distancing measures are difficult to maintain; and

WHEREAS, the Pottawattamie County Board of Supervisors implemented COVID-19 Face Covering Policy regarding the use of face coverings by Pottawattamie County employees in Pottawattamie County-owned facilities and vehicles to protect public health, and

WHEREAS, the Pottawattamie County Board of Supervisors finds that additional measures to protect public health and the life, health, safety, and property of people entering Pottawattamie County-owned facilities are in the public interest.





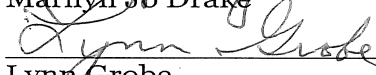
NOW THEREFORE BE IT RESOLVED the Pottawattamie County Board of Supervisors approves and adopts the Pottawattamie County-Owned Facilities Face Covering Policy as follows:

All persons entering any County owned facility shall wear a face covering. If a person needing to complete business with the County is unable to wear a face covering, he or she should contact the Department with which they need to complete business and make alternate arrangements. NOTE: many County services are able to be completed online.

The policy is effective on November 5, 2020, and remains in effect until repealed or superseded.

**Dated this 5<sup>th</sup> day of November, 2020.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
 Justin Schultz, Chairman	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Tim Wichman	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Scott Belt	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Marilyn Jo Drake	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Lynn Grobe	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:  7/0  
Melvyn Houser, County Auditor



**Other Business**

**Jana Lemrick/Director, HR**

**Discussion and/or decision regarding an  
Elected Official/Department Head retreat.**

**Jana Lemrick/Director, HR**

**Discussion and/or decision to approve and  
authorize Chairman to sign Engagement Letter  
with Ahlers & Cooney, P.C.**



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

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Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Ann M. Smisek

515.246.0310

[asmisek@ahlerslaw.com](mailto:asmisek@ahlerslaw.com)

May 13, 2021

*Via email:*

[Jana.lemrick@pottcounty-ia.gov](mailto:Jana.lemrick@pottcounty-ia.gov)

Ms. Jana Lemrick  
Human Resources Director  
Pottawattamie County Courthouse  
227 S. 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

RE: Engagement of Services—Internal Investigation

Dear Jana:

Ahlers & Cooney, P.C. submits the following letter of engagement offering a proposal for advice and representation in arbitration proceedings with the corrections officer bargaining unit. At the outset of an engagement, it is our policy to mutually confirm in writing the nature of the engagement as well as the terms of our legal representation. To that end, please understand we will not consider ourselves to be retained until we receive a signed copy of this letter back from you.

Our representation will be limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters not already provided through other engagement arrangements, you would need to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services for it.

**Identification of Parties:** This Engagement Agreement is made between Ahlers & Cooney, P.C. ("Law Firm," or "We" or "Our" or "Us") and Pottawattamie County, referred to as "You" or "County" or "Client(s)." It is understood Ahlers & Cooney, P.C. represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

**Scope of Representation:** We understand we have been engaged by the County to give advice and representation in arbitration proceedings with the corrections officer bargaining unit.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

May 13, 2021

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**Legal Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon your receipt and are overdue if not paid within thirty days of the statement date.

I will be the attorney primarily in charge of this matter and my billable rate is \$250.00 per hour.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, photo-copying, travel, lodging and meals. The actual expenses and administrative fees incurred will vary depending on the services we provide to you. At this time, we do not anticipate any special expenses being accrued during this investigation.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Depending on amount, third-party expenses may be forwarded directly to you for payment.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,

Ahlers & Cooney, P.C.

*/s/ Ann M. Smisek*

Ann M. Smisek

AMS:anf

May 13, 2021

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By signing this agreement, I confirm I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO

*Pottawattamie County, Iowa:*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

01886309

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

**Discussion and/or decision to approve/disallow the following applications made to the Assessor's Office: Homestead (113 recommended allowed, 0 recommended disallowed), Military (17 recommended allowed, 2 recommended disallowed), Disabled Veteran Homestead (6 recommended allowed, 0 recommended disallowed), Business Property Tax Credit (9 recommended allowed, 1 recommended disallowed), Family Farm (8 recommended allowed, 0 recommended disallowed).**

# Credit Apps to Auditor

May 5, 2021

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	113	
Military:	17	
Disabled Veteran Homestead:	6	
BPTC:	9	
Family Farm:	8	

<u>Disallowed</u>	<u>Credit Type</u>	<u>Reason for Disallowance</u>
773921200003	BPTC	Ag does not qualify
754433287007	Military	Reserves Active Duty Training does not qualify
754427403015	Military	Only one month, not during period of conflict



**Received/Filed**