

**Board of Supervisors Trustees of a new levy district will set a date for Public Hearing for November 17 at the Rand Center in Missouri Valley the time will be 11:00 A.M.**

# **Consent Agenda**

October 4, 2022

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. September 27, 2022, Minutes as read.
- B. Communications – Employment of Makenzie Ayers as a Telecommunicator.
- C. Jail – Employment of Tanya Brannan as a Secretary.

**2. SCHEDULED SESSIONS**

Motion by Schultz, second by Shea, to approve Second Consideration of Ordinance No. 2022-05, an Ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code; and to adopt Ordinance No. 2022-05 into law. Said ordinance is laid out as follows:

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

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

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

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

**SECTION 1 - REPEAL OF CONFLICTING ORDINANCES:** That section 8.004.085.15 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

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

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

**SECTION 3 - SEVERABILITY:** That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

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

PASSED AND APPROVED OCTOBER 4, 2022.

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

Attest: \_\_\_\_\_  
 Melvyn Houser, County Auditor  
 Pottawattamie County, Iowa

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

Motion by Schultz, second by Shea, to approve publication of County’s Annual Financial Report for Fiscal Year ending June 30,2022.  
 UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to approve and authorize Chairman to sign final voucher for project BRS-SWAP-C078(199)—FF-78.  
 UNANIMOUS VOTE. Motion Carried.

**3. OTHER BUSINESS**

After discussion was held by the Board, a motion was made by Shea, and second by Schultz, to approve the hiring of Mechanical Operations and Maintenance Technician at a Step 9 of the paygrade.  
 UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Secondary Roads – Payroll status change for Adam Ring, Kyle Arnold, and Jody Marsh.
  - 2) Sheriff – Payroll status change for Will Bates.
  - 3) Conservation – Employment of Colby Laughhunn as a Snow Sports School Coordinator.
  - 4) Jail – Payroll status change for Mark Smith and Greg Brougham.

**5. PUBLIC COMMENTS**

Jack Elsnes appeared before the board to discuss Apex Clean Energy.

**6. CLOSED SESSION**

Motion by Schultz, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(1)(i), for discussion and/or decision on personnel matters.  
**Roll Call Vote: AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried,**

Motion by Shea, second by Schultz, to go out of Closed Session.  
**Roll Call Vote: AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

**7. OPEN SESSION**

Motion by Belt, second by Schultz, to approve updated job description for Maintenance Superintendent and change position to exempt status.  
UNANIMOUS VOTE. Motion Carried.

**8. BUDGET STUDY SESSION**

Mitch Kay/Director, Finance and Budget appeared before the Board for a Budget Study Session.  
Discussion only. No action taken.

**9. ADJOURN**

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:36 P.M.

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Tim Wichman, Chairman

ATTEST: \_\_\_\_\_  
Becky Lenihan, Finance & Tax Officer

APPROVED: October 11, 2022  
PUBLISH: X

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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** September 19, 2022

**ESTABLISHMENT:** NEW- HONEY CREEK VINERY

**OWNER:** see attached

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

The Auditor 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 explanation 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**

Septic and Building Permits still needed  
Steve will call when ready for that  
Phase.



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

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<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PLANNING</b>	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"/>
<b>SHERIFF</b>	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"/>
		<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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** September 30, 2022

**ESTABLISHMENT:** **NEW- HONEY CREEK VINERY**

**OWNER:** see attached

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

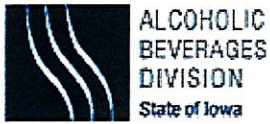
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<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted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

**COMMENTS**

**Signature**





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Besch Enterprises	Honey Creek Vinery	(402) 216-4900		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
28480 185 Street		Honey Creek	Pottawattamie	51542
MAILING ADDRESS	CITY	STATE	ZIP	
28480 185 Street	Honey Creek	Iowa	51542	

## Contact Person

NAME	PHONE	EMAIL
Steven Besch	(402) 216-4900	skbdrive44@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Native Wine Permit	12 Month	Pending Dramshop Review

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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### SUB-PERMITTS

Class C Native Wine Permit

### PRIVILEGES

Sunday Service



## Status of Business

BUSINESS TYPE

Sole Proprietor

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Steven Besch	Honey Creek	Iowa	51542	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

State Farm Fire & Casualty  
Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

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7744 36 400 003

--- Permanent Property Address ---

BESCH, STEVEN K-DEBRA K  
28480 185TH ST  
HONEY CREEK, IA 51542

----- Mailing Address -----

BESCH, STEVEN K-DEBRA K  
16105 MADISON ST  
OMAHA, NE 68135

District: 072 ROCKFORD TWP/MISSOURI VAL

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774436400003>

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

\* Not to be used on legal documents

ROCKFORD TWP 36-77-44 NE SE & SE NE S330'

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

\* Class is for Assessment purposes only - Not Zoning

Current Value						
2022	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$52,100	\$0	\$9,700	\$61,800	49.95	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$52,100	\$0	\$9,700	\$61,800	49.95	A

Prior Year Value						
2021	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$52,100	\$0	\$9,700	\$61,800	49.95	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$52,100	\$0	\$9,700	\$61,800	49.95	A

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

2021 AGLAND

===== OWNERS =====

\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D BESCH, STEVEN K-DEBRA K      book/page: [2011/7071](#) D

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

Sale Date	Amount	Code	Book/Page	
05/20/2011	230000	<a href="#">D0</a>	<a href="#">2011/07071</a>	<a href="#">multiple parcel sale</a>
05/20/2009	0	<a href="#">D018</a>	<a href="#">2009/18238</a>	<a href="#">multiple parcel sale</a>
07/30/2007	0	<a href="#">D050</a>	<a href="#">2007/12141</a>	<a href="#">multiple parcel sale</a>
11/19/1975	0	<a href="#">D000</a>	<a href="#">0076/10671</a>	<a href="#">multiple parcel sale</a>

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

PDF: 27    MAP: ROCKFORD TWP

Date Reviewed: 09/02/15 KK

LAND.....2175821 sqFt      49.95 acres

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Steel Utility Building/POLE/FR	45 x 65	2925 SF	2013
2	Addition to Bldg/POLE/FR	36 x 32	1152 SF	2013

[Zoom Out](#)   [Zoom In](#)



2400ft x 2400ft

Click any parcel to go to its web page  
See [more maps](#) at the [County GIS Department](#).

As of: On Web  

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

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of September 2022.

Vendor Name	Payable Description	Total Payments
275 TRUCK SERVICE INC	PROF SVC - EMA	496.80
3 T INC	PROF SVC - CONSERVATION	900.00
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUBLIC HEALTH	1,530.00
3RD DEGREE SCREENING INC	PROF SVC - HR	43.50
4IMPRINT INC	SUPPLIES - ANIMAL CONTROL	6,459.49
911 CUSTOM LLC	SUPPLIES - SHERIFF	243.00
A AND L HYDRAULICS INC	ROADS/PARTS	105.46
A PLUS UNITED RADIATOR REPAIR	ROADS/REPAIR	185.00
A1 FLAGS POLES AND REPAIR LLC	PROF SVC - ENV HEALTH	2,010.00
ABBE CENTER FOR COMMUNITY MENTAL HEALTH	RCF - SWIA MHDS REGION	17,394.72
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	277.01
ABLE LOCKSMITHS	PROF SVC - CONSERVATION	47.25
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	3,758.00
ACME RESTORATIONS INC	PROF SVC - SHERIFF	275.00
ACTION SIGNS INC	PROF SVC - SHERIFF	392.00
ADAM FIELDS	REIMB EXP - SHERIFF	318.42
ADAM KLEIN	REIMB EXP - IT	84.31
ADMARK INC	SUPPLIES - WIC	5,722.86
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	18,110.00
AGRIVISION GROUP LLC	ROADS/PARTS - 607	1,606.21
AHLERS & COONEY PC	LEGAL SVC - NON-DEPARTMENTAL	14,435.67
AIRGAS INC	ROADS/RENT	34.40
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR - 326	1,202.00
ALEGENT CREIGHTON CLINIC	MED SVC - SHERIFF	468.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	1,216.87
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	330.84
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	6,719.80
ALL COPY PRODUCTS INC	PROF SVC - WIC	43.74
ALLIED OIL & TIRE COMPANY	SUPPLIES - CONSERVATION	1,902.88
AMANDA HEIMS	SVC FEES - BOARD	138.10
AMAZON CAPITAL SERVICES INC	SUPPLIES - PUBLIC HEALTH	10,719.28
AMERICAN NATIONAL BANK	MO BILL - WIC	39,019.58
AMI GROUP INC	PROF SVC - B&G	420.00
ANDREW BROWN	REIMB EXP - SHERIFF	39.58
ANDRY HAYDUK	RENT ASSIST - GA	550.00
ANIMAL CLINIC OF COUNCIL BLUFFS OC	PROF SVC - SHERIFF	210.85
ANN JOHNK	MEETING - BOARD	40.00
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	20,631.19
ARMAND ADVERTISING LLC	AWARNNESS - WIC	3,171.00
ARROW TOWING INC	PROF SVC - SHERIFF	75.00
ASSOCIATES FOR PSYCHIATRIC SERVICES PC	MED SVC - SWIA MHDS REGION	400.00
AT&T MOBILITY LLC	MO BILL - EMA	380.03
ATHLETICO LTD	MED SVC - JAIL	400.00
AUSTIN KAY	MEETING - PLANNING	35.00
AVOCA BUILDING MATERIAL CENTER INC	SUPPLIES - CONSERVATION	51.99
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	58.75
BENJAMIN SHUDAK	REIMB EXP - B&G	26.68
BENNETT REFRIGERATION INC	PROF SVC - JAIL	319.55
BETSY HENRY	ELECTION WORKERS - AUDITOR	250.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	481.85
BISHOP BUSINESS EQUIPMENT COMPANY	EQUIP - AUDITOR	1,877.63
BLACK HILLS UTILITY HOLDING	MO BILL - B&G	6,709.04
BLUE COW MARKET LLC	SUPPLIES - CONSERVATION	71.36
BLUFFS ELECTRIC INC	PROF SVC - CONSERVATION	4,271.58
BOB BARKER COMPANY INC	SUPPLIES - JAIL	2,476.80
BODE DUE INC	ROADS/TIRE REPAIR	108.00
BOMGAARS SUPPLY INC	SUPPLIES - B&G	1,590.09
BOO INC	PROF SVC - CONSERVATION	77,993.84
BOUND TREE MEDICAL LLC	PROF SVC - CONSERVATION	508.96
BP ENTERPRISES INC	ROADS/SERVICE - 441	200.96
BRADFORD POTTS	RENT ASSIST - VA	1,000.00
BRADLEY POWELL	MEETING - VA	419.60
BRANDON ALLEN	REIMB EXP - SHERIFF	84.99
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRETT LARSON	MEETING - PLANNING	72.50
BRIAN MILLER	REIMB EXP - SHERIFF	4,242.30
BRIAN FISCHER	LANDSCAPING - WEST POTT SWCD	2,000.70
BRIAN MCMILLIN	PROF SVC - BOARD	4,000.00
BRIGHTLY SOFTWARE INC	PROF SVC - IT	8,700.53
BRITTANY ROCKWELL	MEETING - VA	274.39
BUCKLEY POWDER CO	ROADS/DUST CONTROL	6,883.80
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	ROADS/UTILITIES - CENTRAL	63.25
CAMSLEY HOVEY	REIMB EXP - COMMUNICATIONS	110.02
CAPITAL ONE NA	MO BILL - DHS	45.91
CAROL WEIS	ELECTION WORKERS - AUDITOR	200.00
CARROLL COUNTY COUNCIL FOR THE PREVENTION OF CHILD ABUSE CCCPC	SUPPORT SVC - SWIA MHDS REGION	902.24
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/SUPPLIES	53.40
CASS COUNTY (IA)	MHA - SWIA MHDS REGION	8,311.77
CELEBRATE CATERING	PROF SVC - CONSERVATION	547.50
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	1,086.75

CENTRAL IOWA READY MIX	ROADS/MATERIALS	16,464.00
CENTRO LATINO OF IOWA	PROF SVC - PUBLIC HEALTH	6,328.13
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATIONS	6,432.96
CENTURYLINK INC	MO BILL - IT	4,375.13
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	1,436.54
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	271.67
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	1,446.15
CHRISTINE CIRCO	REIMB EXP - CO ATTORNEY	17.68
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	13,333.34
CHS INC	FUEL - EMA	500.20
CIMPRESS USA INCORPORATED	SUPPLIES - VA	683.37
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	289.95
CITY OF AVOCA	ROADS/UTILITIES	73.67
CITY OF CARSON	ROADS/UTILITIES	159.54
CITY OF COUNCIL BLUFFS	PROF SVC - BOARD	9,234.00
CITY OF HANCOCK	MO BILL - CONSERVATION	446.06
CITY OF LOGAN	RENT - WIC	100.00
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF ONAWA	RENT - WIC	120.00
CITY OF WALNUT	ROADS/UTILITIES	42.00
CLIFFORD KILLPACK	MEETING - BOARD	20.00
COLLEEN SYLVIS	REIMB EXP - COMMUNICATIONS	222.27
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES	3,407.00
COMPUMERIC ENGINEERING INC	SUPPLIES - PUBLIC HEALTH	4,212.00
CONCERNED INC	VOC/DAY - SWIA MHDS REGION	2,083.39
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	6,123.90
CONVERGEONE INC	PROF SVC - IT	3,149.55
CORPORATE TRANSLATION SERVICES INC	PROF SVC - WIC	18.46
COTT SYSTEMS INC	PROF SVC - AUDITOR	150.00
COUNCIL BLUFFS CHAMBER OF COMMERCE	MEMBERSHIP - VA	335.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	5,758.63
COUNCIL HITCH INC	ROADS/PARTS - 303	37.90
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	49,532.60
COX COMMUNICATIONS INC	MO BILL - IT	6,057.62
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	12.50
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	42.75
CUTLER ONEILL INC	MED SVC - MED EXAMINER	3,625.00
D M G INC	PROF SVC - B&G	621.70
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	352,164.37
DALLAS COUNTY (IA)	SVC FEES - BOARD	37.50
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	609.08
DARRELL H HOUSER	MEETING - BOARD	40.00
DARRELL STAMP	MEETING - BOARD	40.00
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	9,175.00
DAVID HAZLEWOOD	MEETING - VA	298.75
DAVID W COBERLY SR	PROF SVC - JAIL	279.36
DEAN T JENNINGS PC	SVC FEES - BOARD	200.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	122.06
DEBI REDMON	REIMB EXP - SWIA MHDS REGION	65.63
DECISIONS FOR LIFE LLC	SUPPORT SVC - SWIA MHDS REGION	1,875.00
DEFIANCE INC	PROF SVC - SHERIFF	844.14
DEK CORP	PROF SVC - SHERIFF	859.49
DELL MARKETING LP	EQUIP - SWIA MHDS REGION	6,366.58
DENA CROUCH	TRANSCRIPTS - CO ATTORNEY	94.50
DENCO HIGHWAY CONSTRUCTION CORPORATION	ROADS/MATERIALS	6,143.52
DEPARTMENT OF HEALTH AND HUMAN SERVICES	CERTIFICATION - JAIL	180.00
DESIGN FOUR INC	PROF SVC - PUBLIC HEALTH	12,000.00
DEVAN FEIGENBUTZ	ROADS/REIMB	41.79
DIAMOND MOWERS LLC	ROADS/PARTS	152.18
DIAMOND OIL COMPANY	FUEL - CONSERVATION	2,988.93
DIANE BOLL	WELL CLOSURE - EAST POTT SWCD	244.00
DOLORES SILKWORTH	MEETING - PLANNING	67.50
DONALD NIELSON	PUBLICATIONS - BOARD	718.08
DONALD NIELSON	PUBLICATIONS - BOARD	742.05
DONALD W MATHEWS	PROF SVC - SHERIFF	1,221.63
DOUGLAS COUNTY (NE)	SVC FEES - BOARD	200.00
DRAKE WILLIAMS STEEL INC	SUPPLIES - CONSERVATION	742.00
DUSTIN AUSDEMORE	ROADS/REIMB	40.97
DUSTIN CLAYTON	PRESENTER - CONSERVATION	550.00
DXP ENTERPRISES INC	SUPPLIES - B&G	12.40
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	7,874.93
ECHO GROUP INC	SUPPLIES - B&G	1,402.14
ECHOSAT INC	ROADS/UTILITIES	224.75
ECOLAB INC	SUPPLIES - JAIL	564.02
EDWARDS CHEVROLET CADILLAC INC	PROF SVC - SHERIFF	984.55
EDWARDS CHRYSLER DODGE JEEP RAM FIAT	ROADS/PARTS	15.84
ELECTION SYSTEMS & SOFTWARE LLC	SUPPLIES - AUDITOR	25,858.41
ELI LLC	RENT ASSIST - VA	700.00
EMBRACE IOWA INC	SUPPORT SVC - SWIA MHDS REGION	2,337.50
ENGINEERED CONTROLS INC	PROF SVC - B&G	3,000.00
ENGINEERING TECHNOLOGIES INC	PROF SVC - B&G	29,410.00
ERICH RACHWITZ	PROF SVC - SHERIFF	24.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	61,959.39
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	547.99
FASTENAL COMPANY	SUPPLIES - JAIL	596.44

FEDERAL SIGNAL CORPORATION	PROF SVC - COMMUNICATIONS	4,625.40
FERGUSON US HOLDINGS INC	SUPPLIES - JAIL	1,270.41
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	1,165.00
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - CARSON	370.20
FIRESPRING PRINT INC	PROF SVC - SHERIFF	1,851.36
FIRST INSURANCE GROUP LLC	PROF SVC - BOARD	12,500.00
FIRST NATIONAL BANK OF OMAHA	PROF SVC - SHERIFF	49.80
FISHER BUILDING SERVICES INC	PROF SVC - B&G	5,040.00
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	1,446.15
FMTC SWT INC	ROADS/UTILITIES	122.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	4,039.11
FORESTRY SUPPLIERS INC	ROADS/SUPPLIES	304.83
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	7,230.00
FOX DIRT LLC	PROF SVC - WEST POTT SWCD	1,700.00
FREMONT COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	75.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	382.74
GARREANS LAW LLC	LEGAL FEES - BOARD	327.50
GAWLEY TIRE & REPAIR INC	ROADS/TIRES	2,288.54
GEE ASPHALT SYSTEMS INC	ROADS/PROJECTS	425,769.50
GENE BECK	LANDSCAPING - WEST POTT SWCD	1,340.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - CONSERVATION	2,606.78
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	55.00
GENUINE PARTS COMPANY INC	SUPPLIES - B&G	71.08
GEOCOMM INC	PROF SVC - GIS	2,090.00
GEORGE QUIGLEY	ELECTION WORKERS - AUDITOR	200.00
GLENN POLLOCK	REIMB EXP - CONSERVATION	321.00
GOVCONNECTION INC	PROF SVC - IT	28,958.37
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	686.48
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	PROF SVC - IT	139.96
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	325.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	637.98
GREG MATHIS	PROF SVC - WEST POTT SWCD	603.75
GREGORY L DAVIS	MED SVC - JAIL	2,226.67
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	36.14
GRP & ASSOCIATES INC	PROF SVC - JAIL	298.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	750.00
GUYER MACHINE SHOP INC	ROADS/MATERIALS - 805	1,231.16
HADLEY MIKOVEC	REIMB EXP - SHERIFF	40.00
HANEY SHOE STORE INC	ROADS/PPE	7,200.62
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	933.42
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	620.62
HAT CREEK FARM INC	PROF SVC - CONSERVATION	5,481.50
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	240.72
HEARTLAND CO OP	FUEL - SHERIFF	723.11
HEARTLAND FAMILY SERVICE	ACT - SWIA MHDS REGION	9,038.20
HEARTLAND PHOTOS & DESIGN INC	ROADS/PHOTOS	179.85
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES - 427	2,743.62
HELGET INC	EQUIP - JAIL	40.00
HENRY SCHEIN INC	SUPPLIES - JAIL	823.85
HGM ASSOCIATES INC	ROADS/SERVICE	29,344.23
HOLLY COLLINS	MEETING - VA	269.39
HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/TIRE REPAIR - 423	67.95
HOME DEPOT USA INC	SUPPLIES - CONSERVATION	86.18
HOSE & HANDLING INC	SUPPLIES - B&G	285.22
HOTSY EQUIPMENT CO	PROF SVC - ENV HEALTH	357.75
HUNGRY CANYONS ALLIANCE INC	MEMBERSHIP - BOARD	4,750.00
HY VEE INC	PRESCRIPTIONS - JAIL	133.66
ICON SYSTEMS INC	SUPPLIES - JAIL	51.69
INDOFF INCORPORATED	ROADS/SUPPLIES	4,467.37
INFOSAFE SHREDDING LLC	PROF SVC - AUDITOR	1,313.00
INSIGHT PUBLIC SECTOR	LICENSE - JAIL	48.12
INTERSTATE POWERSYSTEMS INC	PROF SVC - B&G	1,343.00
INTOXIMETERS INC	SUPPLIES - SHERIFF	135.00
IOWA ACADEMY OF TRIAL LAWYERS	MEMBERSHIP - CO ATTORNEY	400.00
IOWA ASSOCIATION OF COUNTY COMMISSIONERS AND VETERAN SERVICE C	REGISTRATION - VA	120.00
IOWA COUNTY RECORDERS ASSOCIATION	PROF SVC - RECORDER	454.53
IOWA ENVIRONMENTAL HEALTH ASSOCIATION (IEHA)	MEMBERSHIP - PUBLIC HEALTH	120.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING - SHERIFF	950.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - BOARD	24,581.00
IOWA OFFICE INTERIORS	SUPPLIES - AUDITOR	908.06
IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - EMA	280.00
IOWA STATE SHERIFFS & DEPUTIES ASSOCIATION	REGISTRATION - JAIL	525.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	2,600.43
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,678.97
IRVIN PERDUE	MEETING - BOARD	40.00
IVAN DELGADO	MED SVC - JAIL	6,270.88
J & R DOOR CO	PROF SVC - JAIL	550.00
J P COOKE COMPANY	SUPPLIES - B&G	62.80
JACKSON SERVICES INC	PROF SVC - B&G	378.39
JACOBS WELL DRILLING INC	ROADS/SERVICE	475.00
JAMCO ABATEMENT SERVICES INC	PROF SVC - NON-DEPARTMENTAL	1,500.00
JAMES (JIM) CARLSON	MEETING - BOARD	20.00
JANELLE KUHR	WELL CLOSURE - EAST POTT SWCD	245.54
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEBRO INCORPORATED	ROADS/SUPPLIES	6,518.90

JEFFERSON FARM & AUTO LLC	PROF SVC - CONSERVATION	40.00
JEFFREY W ANDERSEN	ROADS/TIRES	2,630.38
JEFFS CAR WASH	PROF SVC - SHERIFF	100.00
JEFFS WASH & GLO	PROF SVC - SHERIFF	360.00
JENNIFER M MINCHEW	REIMB EXP - PUBLIC HEALTH	20.00
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JEROME WELCH	WELL CLOSURE - ENV HEALTH	1,000.00
JILL CHAPMAN	MEETING - PLANNING	117.50
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON-DEPARTMENTAL	683.33
JODY PETTIT	SUPPLIES - PUBLIC HEALTH	2,504.00
JOHN COOL	REIMB EXP - SHERIFF	97.80
JOHN DEERE FINANCIAL	ROADS/SERVICE	1,255.26
JOHN J FISCHER	MEETING - BOARD	20.00
JOHN REDDISH	ELECTION WORKERS - AUDITOR	200.00
JON THOMAS	MED SVC - JAIL	6,473.55
JONATHAN HILZ	REIMB EXP - SHERIFF	58.80
JOSEY THOMAS AARON	SUPPLIES - B&G	1,694.80
JOSHUA HARKER	REIMB EXP - SHERIFF	270.91
JP BORING CO	PROF SVC - ENV HEALTH	7,089.00
JP LUMBER INC	SUPPLIES - CONSERVATION	1,334.43
JUSTIN SCHULTZ	REIMB EXP - BOARD	105.75
KAMBY ENTERPRISES LLC	POSTAGE - CONSERVATION	25.13
KAREN HOTZE	MEETING - BOARD	40.00
KONE INC	PROF SVC - JAIL	312.28
KRIS WOOD	REIMB EXP - WIC	111.00
KRISANNE CORL WEIMER	LEGAL FEES - BOARD	750.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	691.25
KRONOS SAASHR INC	PROF SVC - IT	1,044.60
KURT FERGUSON	REIMB EXP - SHERIFF	244.82
LACO ENTERPRISES LLC	PROF SVC - NON-DEPARTMENTAL	15,560.02
LACY GILLETTE	REIMB EXP - COMMUNICATIONS	100.22
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	645.61
LARSEN SUPPLY CO	SUPPLIES - CONSERVATION	412.74
LAURA BABB	TRANSPORT - SWIA MHDS REGION	160.61
LAURENCE WOLLUM	EQUIP - CONSERVATION	2,127.81
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS REGION	161.00
LEE BHM CORP	PUBLICATIONS - BOARD	1,726.33
LEROY GARDNER	RENT ASSIST - GA	600.00
LEROY HANSEN	MEETING - BOARD	20.00
LINDA BURNS	REIMB EXP - WIC	38.00
LOGAN CONTRACTORS SUPPLY INC	ROADS/SUPPLIES	13,007.00
LONNIE HENRY	ELECTION WORKERS - AUDITOR	200.00
LYLES DISCOUNT TIRES INC	PROF SVC - CONSERVATION	18.69
LYNN GROBE	REIMB EXP - BOARD	527.50
LYNN LEADERS	MEETING - PLANNING	146.25
MAHONEY FIRE SPRINKLER INC	PROF SVC - B&G	430.00
MAIL SERVICES LLC	PROF SVC - TREASURER	6,984.90
MALINA DOBSON	REIMB EXP - CO ATTORNEY	1,082.84
MARILYN KENNEDY	REIMB EXP - AUDITOR	86.63
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	607.15
MARSHA HOUSER	MEETING - BOARD	20.00
MARY CRISWELL	RENT ASSIST - GA	1,460.00
MASIMO AMERICAS INC	SUPPLIES - WIC	4,027.36
MATHESON TRI GAS INC	SUPPLIES - JAIL	70.20
MATTHEW REEVES	REIMB EXP - IT	55.00
MCCLURE ENGINEERING	ROADS/SERVICE	16,230.00
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	SUPPLIES - PUBLIC HEALTH	2,268.10
MEDELA LLC	SUPPLIES - WIC	1,539.88
MEDICAL PRIORITY CONSULTANTS INC	PROF SVC - COMMUNICATIONS	365.00
MEDLINE INDUSTRIES INC	SUPPLIES - PUBLIC HEALTH	269.73
MENARDS INC	SUPPLIES - CONSERVATION	4,856.34
MERCHANTS BONDING COMPANY (MUTUAL)	BONDING - CO ATTORNEY	355.00
MERYLE OSBORN	WELL CLOSURE - ENV HEALTH	500.00
METAL CULVERTS INC	ROADS/MATERIALS	4,296.00
MICHAEL GENEUREUX	MEETING - PLANNING	45.63
MICHAEL GUTTAU	MEETING - VA	353.14
MICHAEL J BORUFF	ROADS/CARSON	272.50
MICHAEL M SALES	PROF SVC - RECORDER	433.00
MICHELLE CIESLUK	RENT ASSIST - GA	600.00
MICROFILM IMAGING SYSTEMS INC	PROF SVC - JAIL	1,100.00
MID AMERICA CLEANING SYSTEMS INC	SUPPLIES - CONSERVATION	361.01
MIDAMERICAN ENERGY COMPANY	MO BILL - JAIL	51,274.79
MIDLANDS HUMANE SOCIETY	PROF SVC - ANIMAL CONTROL	7,121.63
MIDWEST GLASS & GLAZING INC	PROF SVC - B&G	6,318.75
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	91.95
MIDWEST SPECIAL SERVICES INC	TRANSPORT - JAIL	2,206.99
MIDWEST SPRAY TEAM & SALES INC	ROADS/SUPPLIES	2,567.80
MILLER ORTHOPAEDIC AFFILIATES PC	MED SVC - JAIL	430.00
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	155.63
MITCHELL KAY	REIMB EXP - BOARD	1,100.00
MMB LLC	ROADS/PARTS	2,904.77
MONICA BROOKS	REIMB EXP - COMMUNICATIONS	120.40
MONONA COUNTY (IA)	PRESCRIPTIONS - SWIA MHDS REGION	268.77
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	227.00
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	765.45



MOTOROLA SOLUTIONS INC	PROF SVC - SHERIFF	20,740.00
MPE EQUIPMENT SERVICES INC	ROADS/SUPPLIES	2,248.94
MPH INDUSTRIES INC	EQUIP - SHERIFF	4,817.90
MTS PARTNERS INC	SUPPLIES - JAIL	1,087.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	200.00
MYRA NIXON	REIMB EXP - RECORDER	79.44
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	175.00
NCH CORPORATION	PROF SVC - JAIL	1,302.19
NEARMAP US INC	PROF SVC - GIS	8,000.00
NEBRASKA IOWA INDUSTRIAL FASTENERS CORP	SUPPLIES - CONSERVATION	394.00
NEBRASKA MACHINERY COMPANY	ROADS/PARTS - 511	7,541.25
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVC - JAIL	2,221.80
NICKOLAS AMDOR	REIMB EXP - SHERIFF	155.84
NISHNA PRODUCTIONS INC	VOC/DAY/SUPPORT SVC/DAY - SWIA MHDS REGION	22,410.95
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,254.28
NMC INDUSTRIAL SERVICES LLC	ROADS/RENTAL	1,629.08
NP DODGE REAL ESTATE SALES INC	RENT ASSIST - GA	800.00
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	3,618.26
OMAHA COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	PROF SVC - BOARD	30.00
OMAHA DOOR & WINDOW COMPANY INC	PROF SVC - JAIL	2,180.62
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	88.40
OMAHA SLINGS INC	ROADS/SUPPLIES	105.90
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	61.32
OMG MIDWEST INC	ROADS/MATERIALS	1,464.15
OMNI CENTRE LLC	RENT - WIC	3,966.00
OPD BUSINESS SOLUTIONS	SUPPLIES - DHS	239.91
OUTDOOR POWER GROUP INC	SUPPLIES - CONSERVATION	1,217.58
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,292.38
PARTEK ENTERPRISES INC	EQUIP - CONSERVATION	6,300.00
PAUL C KRUGER	ROADS/PPE	5,479.10
PAUL LEES	MEETING - BOARD	40.00
PEOPLESERVICE INC	UTILITY ASSIST - GA	156.05
PITTSBURGH PIPE & SUPPLY CORP	ROADS/MATERIALS	194,360.00
POPCO INC	MO BILL - PUBLIC HEALTH	109.75
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDRECT COST - WIC	8,054.13
POTTAWATTAMIE COUNTY	HOTEL/MOTEL TAX - CONSERVATION	310.04
POTTAWATTAMIE COUNTY IT DEPARTMENT	PROF SVC - SWIA MHDS REGION	924.06
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTIONS - SWIA MHDS REGION	2,021.21
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	20,136.84
POTTAWATTAMIE COUNTY TREASURER	DRAINAGE TAXES - BOARD	744.00
QUADIENT INC	POSTAGE - VARIOUS	2,655.90
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	1,368.15
RACHEL KALSTRUP	TRANSCRIPT - SHERIFF	727.69
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	602.70
RADIOMETER AMERICA INC	SUPPLIES - WIC	1,720.00
RAFAEL RODRIGUEZ	REIMB EXP - IT	21.88
RAY MARTIN COMPANY OF OMAHA	PROF SVC - NON-DEPARTMENTAL	88,849.22
RAY MEHAFFY	REIMB EXP - CONSERVATION	94.87
RAY OHERRON CO INC	EQUIP - SHERIFF	1,022.24
RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	284.90
REDWOOD TOXICOLOGY LABORATORY INC	SUPPLIES - JAIL	255.18
REGIONAL WATER INC	MO BILL - CONSERVATION	1,364.35
REM DEVELOPMENTAL SERVICES INC	RENT ASSIST - SWIA MHDS REGION	403.46
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	281.60
RESOURCE RENTAL CENTER INC	RENTAL - CONSERVATION	3,570.00
RICHARD DEAN SCHNITKER	MEETING - BOARD	20.00
RICK LARSON	MEETING - PLANNING	39.38
RICOH USA INC	PROF SVC - DHS	1,135.22
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	117.00
ROBERT L WATSON	RENT ASSIST - GA	600.00
ROBERT MORGAN	ELECTION WORKERS - AUDITOR	200.00
ROBERT YARD	PROF SVC - CONSERVATION	800.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
RONALD LAINSON	ROADS/UTILITIES - CENTRAL	328.00
ROSANNA THURMAN	PROF SVC - CO ATTORNEY	1,970.00
RYAN AVIS	REIMB EXP - SHERIFF	29.24
RYAN OLDEROG	REIMB EXP - SHERIFF	428.89
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	74.00
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	672.70
SALEM UNITED METHODIST CHURCH	PRECINT RENT - AUDITOR	200.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	290.26
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEALTH	6,050.00
SAPP BROS INC	FUEL - SHERIFF	10,265.86
SCHAEFFERS MANUFACTURING COMPANY	SUPPLIES - B&G	1,058.76
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	194,545.44
SCI DES MOINES LLC	PROF SVC - SHERIFF	448.00
SCOTT BELT	REIMB EXP - BOARD	422.37
SDJD BROWN INC	PROF SVC - SHERIFF	1,613.15
SECURITY EQUIPMENT INC	PROF SVC - PUBLIC HEALTH	120.00
SHADOW PARK COOPERATIVE	RENT ASSIST - GA	432.83
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	840.00
SIOUX CITY FOUNDRY COMPANY	ROADS/MATERIALS	2,541.47
SIOUX SALES CO INC	SUPPLIES - SHERIFF	895.50
SONYA KENNEDY	TRANSCRIPTS - CO ATTORNEY	20.50
SOUTHWEST IOWA JUVENILE EMERGENCY SERVICES	QTRLY BILL - BOARD	281,787.86

SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	349.98
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	210.00
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	356.35
STAPLES INC	SUPPLIES - PUBLIC HEALTH	562.17
STAPLES INC	SUPPLIES - DHS	2,670.28
STAR EQUIPMENT LTD	ROADS/PARTS	881.04
STATE OF IOWA	LICENSE - ENV HEALTH	84.00
STATE OF IOWA	MED SVC - MED EXAMINER	16,227.60
STATE OF IOWA EDUCATION IOWA PUBLIC BROADCASTING DIVISION	RENT - COMMUNICATIONS	1,180.90
STATE OF IOWA SECRETARY OF STATE	PROF SVC - AUDITOR	11,423.35
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	727.00
STELLA HUERTER	MEETING - PLANNING	39.38
STERICYCLE INC	SUPPLIES - WIC	133.88
STEVE WINCHELL	REIMB EXP - JAIL	301.47
STEVEN AMOS	RENT ASSIST - GA	700.00
SUNSHINE HOMES INC	SUPPORT SVC - SWIA MHDS REGION	14,574.55
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	521.18
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	201.00
SYNCHRONY BANK	MO BILL - JAIL	777.84
SYNCHRONY BANK	SUPPLIES - CONSERVATION	980.43
T HALL ABC INC	SUPPLIES - B&G	190.20
TANNER FRAIN	REIMB EXP - SHERIFF	160.50
THE DAVEY TREE EXPERT COMPANY	ROADS/PROJECT	1,900.00
THE GARAGE COMPANY TAYLOR MADE INC	PROF SVC - CONSERVATION	26,300.00
THE MASTERS TOUCH LLC	POSTAGE - TREASURER	7,630.87
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	25,640.49
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - B&G	52.07
THE SIDWELL COMPANY	PROF SVC - GIS	1,774.38
THERMO KING CHRISTENSEN	SUPPLIES - CONSERVATION	122.42
THINK SPACE IT	PROF SVC - IT	8,982.80
TIMEKEEPING SYSTEMS INC	PROF SVC - JAIL	359.19
TIMOTHY WICHMAN	REIMB EXP - BOARD	356.25
TORYANN CROZIER	PROF SVC - CONSERVATION	200.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	15,913.70
TRENTON STROUF	PROF SVC - ENV HEALTH	500.00
TRIVIUM LIFE SERVICES	SUPPORT SVC - SWIA MHDS REGION	18,787.03
TURCO INC	PROF SVC - PUBLIC HEALTH	624.00
TW VENDING INC	SUPPLIES - JAIL	889.53
TWO TRACK MIND INC	PROF SVC - CONSERVATION	3,388.00
ULINE INC	ROADS/OFFICE	890.28
UNDERWOOD FARM SUPPLY LLC	ROADS/FUEL - UNDERWOOD	120.00
UNITED CHURCH OF AVOCA	RENT - WIC	100.00
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	583.53
UNITED STATES POSTAL SERVICE	PROF SVC - DHS	21,722.00
URGENT PET CARE PC	PROF SVC - SHERIFF	1,109.12
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	3,954.37
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	5,700.45
VAN WALL EQUIPMENT	ROADS/PARTS	978.24
VCA INV	PROF SVC - SHERIFF	9,203.44
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	15,210.11
VISUAL EDGE INC	PROF SVC - SWIA MHDS REGION	32.39
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	27.31
VOCATIONAL DEVELOPMENT CENTER INC	VOC/DAY - SWIA MHDS REGION	10,000.00
W W GRAINGER INC	ROADS/SUPPLIES	59.30
WEBSTER COUNTY (IA)	SVC FEES - BOARD	35.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,746.04
WESTLAKE HARDWARE INC	SUPPLIES - B&G	55.99
WESTWOOD APARTMENTS LLC	RENT ASSIST - GA	600.00
WEX BANK	ROADS/FUEL	33,846.56
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	781.57
WINGS REPAIR & TOWING INC	PROF SVC - SHERIFF	364.00
WOODHOUSE FORD CHRYSLER	PROF SVC - CONSERVATION	1,411.13
WOODHOUSE FORD OF OMAHA INC	ROADS/PARTS	38.38
YANT TESTING SUPPLY & EQUIPMENT INC	ROADS/REPAIR - CENTRAL	857.40
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	1,104.62
ZACHARIE NORMAN	REIMB EXP - SHERIFF	213.86
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	49,200.00
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		3,089,277.69

#### Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	568,891.94
0002 - GENERAL SUPPLEMENTAL FUND	390,977.19
0003 - GAMBLING RESOURCES FUND	20,390.02
0005 - WIC/FEDERAL FUNDING FUND	37,648.15
0007 - LOST CONSERVATION FUND	24,169.24
0011 - RURAL SERVICES BASIC FUND	49,270.94
0017 - CO ATTORNEY DEL FINE COLLECT FUN	312.00
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	461,704.65
0020 - SECONDARY ROADS FUND	1,071,676.99
0023 - REAP FUND	1,300.00
0027 - CO CONSERV LAND ACQ	5,848.10
0036 - LOST SOIL CONS WEST FUND	3,340.70
0037 - LOST SOIL CONS EAST FUND	489.54

0046 - WEST SWCD/POTT CO STRUCTURES FUN	2,303.75
0051 - VETERAN AFFAIRS DONATIONS FUND	786.82
1620 - BOND SERIES 2020A CAPITAL FUND	495.95
1640 - BOND SERIES 2021B CAPITAL FUND	129,008.75
1650 - BOND SERIES 2022 CAPITAL FUND	13,255.57
4000 - EMER MANAGEMENT SERVICE FUND	4,952.98
4010 - E911 FUND	15,130.74
4155 - MHDS REGION FUND	<u>287,323.67</u>
	3,089,277.69

# **Scheduled Sessions**

## **Matt Wilber/County Attorney**

**Public hearing** on disposal of county-owned property under Iowa Code Section 331.361, legally described as: A parcel of land located in Lots 2, 3, 4, 5 and 6 of Block 12 of Hyatt's Subdivision, and also a part of closed 8<sup>th</sup> Avenue, all in Council Bluffs, Iowa, more particularly described as follows: Beginning at the NE corner of Lot 1, Block 15 of said Hyatt's Subdivision, thence S90°00'W 76.8 ft. along the north line of said Lot 1, thence N10°20 ½'E 107.1 ft. to a point on the north line of Lot 6 of said Block 12, then N19°21'E 169.6 ft. to a point on the east line of Lot 2 of said Block 12, thence S0°17 1.2'E 265.3 ft. along the east lines of said Lots 2, 3, 4, 5 and 6 to the NE corner of Lot 1 of said Block 15, the Point of Beginning, said parcel contains 11,604 sq. ft., more or less all located in Pottawattamie County, Iowa (commonly referred to as 600 9<sup>th</sup> Ave) ;

discussion and decision to approve and authorize Board to sign Resolution No. 65-2022, for disposal of said real property.

**RESOLUTION NO. 65-2022**

**A RESOLUTION AUTHORIZING DISPOSAL OF AN INTEREST IN COUNTY-OWNED PROPERTY AS PROVIDED UNDER IOWA CODE SECTION 331.361**

**WHEREAS**, the Board of Supervisors has provided legal notice of and set a public hearing for the disposal of an interest in county-owned property described below; and

**WHEREAS**, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of certain county-owned property and to allow the property to be transferred; and

**WHEREAS**, Pottawattamie County, Iowa acquired title to the property by virtue of a state land grant dated March 22, 1985 and filed for record in the Pottawattamie County Recorder’s Office in Book 85, Page 18015; and

**WHEREAS**, Heartland Family Service has been occupying the property for purposes of providing transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness; and

**WHEREAS**, mental illness and street homelessness are serious issues facing Pottawattamie County; and

**WHEREAS**, the provision of transitional housing to these individuals serves an important public purpose; and

**WHEREAS**, the property is nearing the end of its useful life; and

**WHEREAS**, the property will soon require substantial renovation and repair expenses at an estimated cost of \$2,381,604; and

**WHEREAS**, Heartland Family Service has expressed interest in obtaining title and ownership of said property from Pottawattamie County, Iowa, for rehabilitation of the property and continued use of the property for transitional housing; and

**WHEREAS**, the assessed value of said property in 2021 was found to be \$410,900 and Heartland Family Service is willing to purchase said property for that sum with a forgivable promissory note.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa’s interest in the property commonly referred to as 600 9<sup>th</sup> Avenue, and legally described as follows:

A parcel of land located in Lots 2, 3, 4, 5 and 6 of Block 12 of Hyatt’s Subdivision, and also a part of closed 8<sup>th</sup> Avenue, all in Council Bluffs, Iowa, more particularly described as follows:

Beginning at the NE corner of Lot 1, Block 15 of said Hyatt’s Subdivision, thence S90°00’W 76.8 ft. along the north line of said Lot 1, thence N10°20 ½’E 107.1 ft. to a point on the north line of Lot 6 of said Block 12, then N19°21’E 169.6 ft. to a point on the east line of Lot 2 of said Block 12, thence S0°17 1.2’E 265.3 ft. along the east lines of said Lots 2, 3, 4, 5 and 6 to the NE corner of Lot 1 of said Block 15, the Point of Beginning, said parcel contains 11,604 sq. ft., more or less.

**BE IT FURTHER RESOLVED** that the terms of the disposal are as set forth above.

**BE IT FURTHER RESOLVED** that the County Auditor be and is hereby authorized, empowered and directed to cause all appropriate legal documents to be prepared, duly executed, and recorded along with this Resolution and the Proof of Publication of the “Notice of Public Hearing”.

**Dated this 11th day of October, 2022.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

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

FORGIVABLE PROMISSORY NOTE AGREEMENT

This Forgivable Promissory Note Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of October, 2022 (the “Effective Date”) by and between Heartland Family Service, a non-profit corporation (“Heartland Family Service”) and Pottawattamie County, Iowa (the “County”).

WHEREAS, Heartland Family Service is organized for the purpose of (among other things) providing community services and operates in Pottawattamie County, Iowa; and

WHEREAS, Pottawattamie County, Iowa (the “County”) has title to a parcel of real estate located at 600 9<sup>th</sup> Avenue, Council Bluffs, Iowa, the legal description of which is set forth on Exhibit A (the “Property”); and

WHEREAS, Heartland Family Service has proposed to acquire the abovementioned Property for the purpose of continuing to offer transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness; and

WHEREAS, the County desires those services to continue while eliminating the liability of ownership as well as the costs of maintaining the Property; and

WHEREAS, Heartland Family Service has requested that the County provide financial assistance in the form of a forgivable promissory note (the “Forgivable Promissory Note”) in order to pay for the cost of acquiring and maintaining this Property; and

WHEREAS, the provision of transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness is an important and valid public purpose;

NOW, THEREFORE, Heartland Family Service and the County agree as follows:

A. Heartland Family Service’s Covenants.

1. Transitional Housing Services. Heartland Family Service agrees to acquire title to the Property on the terms and conditions of this Agreement. Heartland Family Service will continue to offer transitional housing at this property for individuals with a mental illness, including individuals leaving incarceration or experiencing homelessness, for the duration of this Agreement.

2. Forgivable Promissory Note. Heartland Family Service agrees that it will execute at Closing (defined below) a Forgivable Promissory Note in favor of the County in the amount of \$410,900 payable in ten equal installments without interest, with the first payment being due on the first anniversary of the Closing and the remaining nine installments being due on the same date for the ensuing nine years. This Forgivable Promissory Note shall be delivered to the County and shall be forgivable provided that Heartland Family Service satisfies the following criteria: a) continuing to operate the property as transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness; provided, however that Heartland Family Service may suspend operation for (i) reasonable periods of time while remodeling is being

conducted in a diligent manner; or (ii) for reasonable periods of time during reconstruction and/or remodeling due to fire or other casualty, and b) providing an annual letter to the County reaffirming said use. Any additional criteria shall be negotiated and agreed upon between the parties in writing at the time of the execution of the Forgivable Promissory Note. The Forgivable Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit Heartland Family Service from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time. Upon such a prepayment, this Agreement and the Forgivable Promissory Note shall terminate, and Heartland Family Service may then use the Property for any purpose.

3. Default Provisions.

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

- I. Failure by Heartland Family to provide transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness pursuant to the terms and conditions of this Agreement unless Heartland Family Service has suspended such operations for (i) reasonable periods of time while remodeling is being conducted in a diligent manner; or (ii) for reasonable periods of time during reconstruction and/or remodeling due to fire or other casualty.
- II. Failure by Heartland Family Service to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then-unforgiven principal amount of the Forgivable Promissory Note, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Heartland Family Service without presentment, demand, protest or other notice of any kind, all of



which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Promissory Note, the provisions with respect to promissory note forgiveness shall not apply.

B. County's Covenants.

1. Title. The County hereby agrees to convey good and marketable fee simple title to the Property to Heartland Family Service by county deed, free and clear of all liens, mortgages, restrictions, encroachments, leases, or other encumbrances, except for covenants and easements of record that are acceptable to Heartland Family Service. County and Heartland Family Service shall each pay one-half (1/2) of the cost of an owner's title insurance policy for an amount to be determined by Heartland Family Service which shall insure good and marketable fee simple title to the Property in the name of Heartland Family Service subject only to the exceptions approved by Heartland Family Service. Said title insurance policy is to be issued by a company selected by Heartland Family Service. The closing of Heartland Family Service's purchase of the Property (the "Closing") shall occur on a date that is mutually agreed upon by the Parties that shall be no later than December 31, 2022, at the offices of the title company insuring the transaction. Either party may attend the Closing in person or close the transaction remotely. At the Closing, the Parties shall execute and deliver all other documents that are customary or requested by the title company insuring the transaction. Prior to Closing, Heartland Family Service may perform all due diligence it deems necessary or desirable. If Heartland Family Service's due diligence reveals any aspect of the Property to be unsatisfactory, in its sole and absolute discretion, Heartland Family Service may terminate this Agreement by providing written notice to County prior to Closing.

2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from Heartland Family Service of a satisfactory Promissory Note Forgiveness Request. This request shall include confirmation that Heartland Family Service is providing transitional housing for individuals with a mental illness either leaving incarceration or experiencing homelessness and is not otherwise in material default of this Forgivable Promissory Note. Such request must be delivered annually to the County at the address provided in the Forgivable Promissory Note within thirty (30) days after the date when a principal payment would normally be scheduled to be paid.

In the event that the County determines that a Promissory Note Forgiveness Request received from Heartland Family Service does not meet the requirements of Section A.2 above, the County shall notify Heartland Family Service within fifteen (15) days of such determination in order to allow an opportunity for Heartland Family Service to cure the noted deficiencies. If County fails to respond within such 15-day period, County will be deemed to have approved the Promissory Note Forgiveness Request.

The County and Heartland Family Service have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers as set forth below.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

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

HEARTLAND FAMILY SERVICE

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY PERTAINING TO THIS AGREEMENT

A parcel of land located in Lots 2, 3, 4, 5 and 6 of Block 12 of Hyatt's Subdivision, and also a part of closed 8<sup>th</sup> Avenue, all in Council Bluffs, Iowa, more particularly described as follows:

Beginning at the NE corner of Lot 1, Block 15 of said Hyatt's Subdivision, thence S90°00'W 76.8 ft. along the north line of said Lot 1, thence N10°20 ½'E 107.1 ft. to a point on the north line of Lot 6 of said Block 12, then N19°21'E 169.6 ft. to a point on the east line of Lot 2 of said Block 12, thence S0°17 1.2'E 265.3 ft. along the east lines of said Lots 2, 3, 4, 5 and 6 to the NE corner of Lot 1 of said Block 15, the Point of Beginning, said parcel contains 11,604 sq. ft., more or less.

all located in Pottawattamie County, Iowa (commonly referred to as 600 9<sup>th</sup> Avenue).

EXHIBIT B  
FORGIVABLE PROMISSORY NOTE

**PRINCIPAL AMOUNT: \$410,900**

**Interest Rate: 0.0%**

**Maturity Date: Tenth Anniversary of the Execution Date Set Forth Below**

**Dated: \_\_\_\_\_, 2022**

Heartland Family Service, Inc., a non-profit corporation (the “Borrower”) for value received, promises to pay, to Pottawattamie County, Iowa (the “County”) the principal sum of Four Hundred Ten Thousand Nine Hundred Dollars (\$410,900), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the first anniversary of the execution date of this note, and with the remaining nine (9) payments being due on the same date in successive years.

Annual payments of principal on this note are forgivable by the County pursuant to the terms and conditions of that certain Forgivable Promissory Note Agreement (the “Agreement”) between the County and the Borrower dated \_\_\_\_\_, 2022, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

Annual payments of principal of the Forgivable Promissory Note shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6<sup>th</sup> Street, Council Bluffs, Iowa 51501, except as forgiven in accordance with the Agreement. This Forgivable Promissory Note shall bear no interest.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay unforgiven principal of the Forgivable Promissory Note under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Promissory Note is unsecured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, Borrower has executed this Forgivable Promissory Note as of the date set forth above.

HEARTLAND FAMILY SERVICE

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_

**Matt Wyant/Director, Planning and  
Development and/or Pam  
Kalstrup/Coordinator, Zoning and Land  
Use and/or Ryan Ossell/MAPA.**

Discussion and/or decision to approve and authorize the Board to sign Amendment To Agreement For Service between MAPA and Pottawattamie County for flood property acquisitions.

August 31, 2022

Attn: Pam Kalstrup  
Courthouse Annex  
223 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

Re: 21PCPA01-Pottawattamie County CDBG-DR Buyouts

Ms. Kalstrup

Enclosed are two originals of the Pottawattamie County CDBG-DR Buyouts. Please sign both agreements and return one fully executed agreement to MAPA for our records. If you have any questions, please feel free to contact me by email at [ezeller@mapacog.org](mailto:ezeller@mapacog.org) or by phone (402) 444-6866 x 3210.

Sincerely,



Elizabeth Zeller  
Administrative Assistant  
Encl.



## CONTRACT AMENDMENT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: Pottawattamie County, Iowa (19\_DRMB-006)
2. Project Title: Pottawattamie County, CDBG-DR Buyouts
3. Effective Date: September 1, 2022
4. Completion Date: December 19, 2023

### CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102
6. Pottawattamie County  
227 N 6th St  
Council Bluffs, Iowa 51503

### ACCOUNTING DATA

7. 19PCPA01 Agreement– Not to exceed \$72,000.00 for 18 properties @ \$4,000.00

### DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review - N/A
9. Date of MAPA Approval - 8.30.22
10. Date of Pottawattamie County Board of Supervisors Approval -



**AMENDMENT TO AGREEMENT FOR SERVICE  
BETWEEN THE METROPOLITAN AREA PLANNING AGENCY AND POTTAWATTAMIE COUNTY**

This Amendment modifies Agreement for Service (19\_DRMB-006) between the Metropolitan Area Planning Agency (Planning Agency) and Pottawattamie County (County) executed on April 6, 2021. This Amendment does not take effect until signed by both parties.

WITNESSETH:

WHEREAS, the County desires to increase the number of property acquisitions for which the Planning Agency shall provide services in accordance with the Agreement.

NOW THEREFORE, the parties hereto do mutually agree to amend the following enumerated item of the Agreement as follows:

“5. Compensation. Payment shall be due upon reimbursement from the State of Iowa and receipt of an invoice for actual work performed. Actual costs include direct labor costs, direct non-labor costs, and overhead costs. The County agrees to compensate the Planning Agency for professional services rendered in an amount \$4,000.00 per property acquired and not to exceed **\$72,000.00.**”

AND, the parties hereto do mutually agree to amend the first paragraph of the SCOPE OF SERVICES (HSEMD ACQUISITION PROGRAM PROPERTY ACQUISITION -ADMINISTRATIVE SERVICES), attached and incorporated by reference to the Agreement, as follows:

“The Metropolitan Area Planning Agency (Planning Agency) shall assist in the acquisition and demolition of up to **18 properties** in the County of Pottawattamie (County) using HMGP funds awarded by the Iowa Department of Homeland Security and Emergency Management (HSEMD). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:”

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, County and Planning Agency hereby execute this Amendment:

**OMAHA COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

**POTTAWATTAMIE COUNTY**

  
\_\_\_\_\_  
Michael Helgerson  
Executive Director

4/13/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Wichman  
Board of Supervisors Chairman

\_\_\_\_\_  
Date



## CONTRACT AMENDMENT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: Pottawattamie County, Iowa (19\_DRMB-006)
2. Project Title: Pottawattamie County, CDBG-DR Buyouts
3. Effective Date: September 1, 2022
4. Completion Date: December 19, 2023

### CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102
6. Pottawattamie County  
227 N 6th St  
Council Bluffs, Iowa 51503

### ACCOUNTING DATA

7. 19PCPA01 Agreement– Not to exceed \$72,000.00 for 18 properties @ \$4,000.00

### DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review - N/A
9. Date of MAPA Approval - 8-30-22
10. Date of Pottawattamie County Board of Supervisors Approval -

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BETWEEN THE METROPOLITAN AREA PLANNING AGENCY AND POTTAWATTAMIE COUNTY**

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Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, County and Planning Agency hereby execute this Amendment:

**OMAHA COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

**POTTAWATTAMIE COUNTY**

  
\_\_\_\_\_  
Michael Helgerson  
Executive Director

6/30/22  
Date

\_\_\_\_\_  
Tim Wichman  
Board of Supervisors Chairman

\_\_\_\_\_  
Date



**Matt Wyant/Director, Planning and  
Development and/or Pam  
Kalstrup/Coordinator, Zoning and Land  
Use and/or Ryan Ossell/MAPA.**

Discussion and/or decision to approve and authorize the Board to sign **Resolution No. 66-2022** approving the selection of a company for Asbestos Survey and Monitoring of Abatement 2019 Flood.

## RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Board of Supervisors Resolution # 66-2022

**RESOLUTION #66-2022  
ASBESTOS SURVEY AND MONITORING OF ABATEMENT  
2019 FLOOD**

**WHEREAS**, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its §403 Essential Assistance Program for funding of demolition work. Funding is anticipated from FEMA, the State of Iowa and the County.

**WHEREAS**, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

**WHEREAS**, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

**WHEREAS**, \_\_\_\_\_ (contractor) certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

**WHEREAS**, Request for Bids (RFB) Notice to Bidders was published in the The Nonpareil on September 2, 2022 and individual written RFB Notice to Bidders were mailed on August 31, 2022 to various asbestos survey and monitoring companies licensed by the State of Iowa from the region surrounding the County, and

**WHEREAS**, said bids were required to be submitted to Pottawattamie County, Iowa, on or before September 30, 2022, and

**WHEREAS**, Pottawattamie County received three (3) quotes, and have opened said quotes on October 3, 2022, and

**WHEREAS**, the County has determined that \_\_\_\_\_ has submitted the lowest and most responsive and responsible submittal and who has best met the submittal criteria as set out in the RFB, and

**WHEREAS**, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said RFB completed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA** that the Board of Supervisors that the contract to perform the said Asbestos Surveying and Monitoring of Abatement work for Pottawattamie County, Iowa, as outlined in the said RFB is hereby awarded to \_\_\_\_\_ in the total amount of \$ \_\_\_\_\_, and that the Board is authorized to execute said Contract with this contractor and that the contractor is hereby given "Notice to Proceed", after having submitted the Certificate of Insurance required by the RFB to the County through the Planning Director.

Dated this \_\_\_\_\_ day of October 2022.

	ROLL AYE	NAY	CALL ABSTAIN	VOTE ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ 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  
Pottawattamie County, Iowa



Atlas Technical Consultants LLC | 11117 Mockingbird Drive | Omaha, NE 68137 | [oneatlas.com](http://oneatlas.com)

September 30, 2022

Pottawattamie County  
C/O MAPA  
Ryan Ossell

**REGARDING: RFP FOR 10 ASBESTOS INSPECTION & POST REMOVAL**

Dear Mr. Ossell:

ATC Group Services LLC, doing business as Atlas Technical (Atlas), is pleased to submit our proposal to you for up to 10 Asbestos Inspections and 5 Post Abatement Inspections of buildings located in Crescent, Iowa. Atlas acknowledges receipt of the RFP dated August 31, 2022.

Enclosed is the bid and additional information on Atlas.

Atlas has extensive project experience with scopes of work parallel to your request. I hope that after a review of our capabilities you will favorably consider Atlas and our team for further evaluation. Our team is available at your convenience.

Sincerely,

**ATLAS TECHNICAL CONSULTANTS LLC**

A handwritten signature in black ink that reads "Tim Jacobsen". The signature is written in a cursive, flowing style.

Tim Jacobsen, MPH, CIH

Sr. Project Manager

M 402-319-0882

Email [tim.jacobsen@oneatlas.com](mailto:tim.jacobsen@oneatlas.com)

**SEALED BID REQUEST FOR ASBESTOS SURVEY  
& ABATEMENT REMOVAL INSPECTION  
WITH PROPOSED FORM OF CONTRACT**

**Pottawattamie County, Iowa**

**Project Description**

The Pottawattamie County (County), is seeking bids on asbestos surveys on ten (10) flood damage properties in northwest portion of the County. The County is working with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Iowa Economic Development Administration (IEDA), and the Metropolitan Area Planning Agency (MAPA) to implement a program designed to voluntarily acquire and demolish flood damaged properties. State and Federal funding sources are anticipated to be secured for this program. Funding sources may include one or all of the following: Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency and HSEMD; Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development and the Iowa Economic Development Authority; and Iowa Flood Recovery Fund administered by HSEMD. Selected firm must adhere to Part 200 Contract Provisions for Non-Federal contracts under Federal Awards attachment as Exhibit A, as well as the required contract language under Exhibit B.

**Project Scope**

A list of properties to be surveyed is attached as Exhibit C. Interested bidders should account for the following phases:

**Phase I - Asbestos Survey**

- The County's buyout program is strictly voluntary, thus any property owner may withdraw at any time and additional properties added to the buyout list. As a result, the actual number of residential properties requiring asbestos survey could vary from those proposed.
- All properties to be surveyed remain privately owned. The County has obtained Right of Entry Agreements to conduct the asbestos surveys. The County prefers issuing one comprehensive notice to proceed; however, bidders should take into consideration the County's notice to proceed may occur in separate phases depending on property owner responses. The County will provide contact information on each property owner and coordinate with the selected contractor at gaining access.
- The contractor retained by the County shall agree to defend, indemnify, and hold harmless the property owner from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from contractor's performance to complete asbestos and environmental inspections to be paid for by the County.
- All asbestos surveys and reports will be completed within 21 days of the County's notice to proceed.
- Contractor should anticipate not all structures would be available at the same time, properties will be released in groups as access is granted or at time of closing.



- Due to the property damage and varied level of clean-up or partial demolition that has occurred since the flood event, some properties may be determined unsafe to enter limiting the ability to complete the survey. In such circumstance, the contractor shall use an Iowa licensed project designer who is also a Certified Industrial Hygienist (CIH) or Iowa licensed Professional Engineer (PE) to inspect the safety of the structure. If a property is determined unsafe, a written explanation of the reasons for the determination shall be provided to the County. Upon concurrence of the County, the contractor shall include specifications for demolition of unsafe buildings containing assumed ACM in accordance of OSHA asbestos regulations at 1926.1101(g)(6)(ii). The cost of this service shall be equal to that bid for the Phase I Asbestos Survey.
- Although the County is not aware of environmental issues associated with these properties, the contractor shall determine the level of protective gear and other precautions necessary to safely conduct the survey.
- The contractor shall also note any other non-asbestos environmental concerns that the County should investigate further.
- Inspections shall be made by an Iowa licensed asbestos inspector(s).

**Phase II - Asbestos Abatement Post Removal Inspections**

- Since the actual number of properties ultimately acquired will vary and a portion of the properties may be clear of asbestos containing materials, the number of demolitions requiring monitoring are anticipated to be less than the proposed 8 properties to be surveyed. We request that bids be based on an estimated 4 follow-up monitoring inspections.
- Due to the number of properties involved, asbestos abatement removal inspection will occur as removal is completed to inspect. It is to be noted that contractor should anticipate multiple trips over the abatement time to expedite the demolition.
- Contractor will be able to charge a re-inspection fee to the County if incomplete abatement is not corrected at the time of inspection.

**Basis for Award**

The County will award a contract based upon the lowest responsible bid.

**Right to Cancel/Reject Proposals**

The County reserves the right to cancel this request for bids at any time during the procurement process. They may also reissue this request or re-request bids at any time as well. Any bids received, prior to cancellation, will be returned to their respective vendor(s), along with an explanation of said cancellation. An Agreement, between the County and lowest Bidder, will be executed upon HSEMD review and County Council approval of the procurement process, analysis of quotes, and contractor selection. The County has the right to reject any and all proposals for any or no reason and re-advertise the project.

**Due Date**

Duplicate bids must be placed in a sealed envelope and received by September 30, 2022 by 4:30 p.m. to be considered.

**Submittal Requirements**

Envelopes containing bids must be sealed and addressed to the office of Planning and Development; Pottawattamie County Courthouse Annex; 223 S 6<sup>th</sup> Street; Council Bluffs, Iowa 51503. "Bid for Asbestos" shall be shown in the left corner of the envelope or other visible alternate location. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

All bids will be publicly opened and read on October 3, 2022.

Complete and print the highlighted sections of the agreement on page 4 through 9, sign agreement on page 14, and include original agreement and one copy in your submittal envelope.

Complete and print the highlighted sections on Exhibit C on page 13, sign the bid tabulation form, and include in your submittal envelope.

Provide a brief narrative (no more than three pages) based on the questions listed on Exhibit D on page 14 and include in your submittal envelope.

Bidder/Contractor: Atlas Technical

Address: 1117 Mockingbird Drive

County, State, and Zip Code: Omaha, NE 68137 (Douglas Count)

THIS AGREEMENT, entered into this 30<sup>th</sup> day of September, 2022, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and Atlas Technical, (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on October 3, 2022.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Ryan Ossell, and submitted no later than 4:30 P.M. on September 30, 2022. Faxes or emails may be sent to: 402-951-6517 or [rossell@mapacog.org](mailto:rossell@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than September 30, 2022. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

7. **Non-adherence** to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is EMSL Analytical and its (their) accreditation is from NVLAP (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
- Satisfactory experience in the timely completion of asbestos surveys;
  - Company's reputation and financial status;
  - Past experience and service provided by the bidder to the County;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
  - Company's ability to meet the County's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs;
  - Company's ability to immediately fully staff the project with certified, licensed staff; and
  - Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than October 11, 2022.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.


- The Chairperson signs this contract.
  - The County issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
11. If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  12. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  13. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  14. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  16. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  19. The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,000.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: Atlas Technical

By: Tim Jacobsen  9-30-2022  
Insert Name and Title Sr. Project Manager Date

Attest: PATRICK MCGILWIREY  09.30.2022  
Insert Name and Title Date

Approved and Accepted by Pottawattamie County:

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

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



## EXHIBIT A – Part 200 Contract Provisions

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

## **Exhibit B – Required Contract Language**

## REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

### ALL CONTRACTS

#### 1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

**Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

- or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ALL CONTRACTS IN EXCESS OF \$100,000**

#### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

#### **Clean Air and Water Acts - required clauses:**

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



### Exhibit C – Property List

Address	Type
14897 Marigold Lane, Crescent, Iowa	Single Family
32603 140 <sup>th</sup> St, Crescent, Iowa	Single Family
30058 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
30070 N 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
15273 Missouri Ave, Crescent, Iowa	Single Family
26997 152 <sup>nd</sup> St Crescent, Iowa	Single Family
24699 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
24687 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
29420 Sandy Loop, Crescent, Iowa	Single Family
25465 Meadowlark Loop, Crescent, Iowa	Single Family

**Exhibit C – Bid Tabulation**

Name of Business: Atlas Technical

Business Classification (check all that apply):  Individual  Partnership  Corporation

Business Address: 11117 Mockingbird Drive, Omaha, NE 68137


Contact Name: Tim Jacobsen

Telephone: 402-697-9747

Email: tim.jacobsen@oneatlas.com

FID/SSN: 46-0399408

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	<u>575</u>	@ 10	<u>5750.00</u>
Phase II – Asbestos Abatement Monitoring	<u>175</u>	@ 5	<u>875.00</u>
Total Phase I and Phase II Bid Price			<u>#6625.00</u>

  
 \_\_\_\_\_  
 Signature

9-30-2022  
 \_\_\_\_\_  
 Date

Tim Jacobsen, Sr. project manager  
 \_\_\_\_\_  
 Insert Name and Title

**Tim Jacobsen, MPH, CIH**  
 Industrial Hygiene Department Manager

---

T: 402-697-9747 | D: 402-501-9202 | C: 402-320-8396  
 tim.jacobsen@oneatlas.com

---

11117 Mockingbird Drive  
 Omaha, NE 68137

## **Exhibit D – Narrative**

Attach no more than three pages which outlines the following:

1. Background of the firm, ownership, services offered, number employees, etc.
2. Description of experience in asbestos surveys including inspection of flood damage properties.
3. Company's ability to fully staff the project with licensed staff.
4. Listing of key staff to be assigned to the project.
5. Other information the bidder would like to provide.
6. Provide three professional references.



## FIRM INTRODUCTION

Atlas Technical Consultants LLC (Atlas) is a multi-disciplinary environmental, industrial hygiene, material testing and geotechnical engineering consulting firm providing a wide range of services to a broad client base from both the public and private sectors since 1982. Atlas believes our extensive experience combined with the integrity, professionalism, and reliability of our employees makes us an ideal partner for your project.

We understand that the success of this initiative requires the services of the proper number of individuals with extensive compliance, regulatory and environmental experience, a knowledge of the issues relative to clients with multiple and varied facilities and operational requirements across a region, and geographical proximity to New Market.

Our size, approach, and 36+ years of experience, affords the City with the highest quality and customer service for the duration of the contract. The Atlas team available for this project consists of 10 licensed and experienced asbestos inspectors from Iowa and Nebraska established Atlas locations – Des Moines, Iowa, Waterloo, Iowa and Omaha.

The primary management office for the City's project will be the Atlas Omaha office located at 11117 Mockingbird Drive, with support of our Des Moines and Waterloo offices if needed. We have over 18 supporting environmental professionals, including safety and quality assurance professionals, available to the project and we maintain all company licenses to conduct the full scope of work outlined by the City. A list of our related company licenses is below (copies are available upon request).

- Iowa Contractor Registration (CAT) #C115526, expires 12-2-2022
- American Industrial Hygiene Association (AIHA) Accreditation 100229
- National Voluntary Accreditation Program (NVLAP) Airborne Asbestos/Bulk Fiber Analysis #101187-0
- Iowa Division of Labor, certified Asbestos Inspector's and Project Designer's on staff

## PAST EXPERIENCE

Many Iowa communities have contracted with Atlas to perform pre-demolition asbestos inspections and third-party abatement monitoring. Below is a list of other Iowa communities where Atlas was awarded and successfully completed asbestos services.

City of Waterloo, Iowa	City of Evansdale, Iowa	City of Waverly, Iowa
City of Mason City, Iowa	City of Green, Iowa	City of New Hartford, Iowa
City of La Porte, Iowa	City of New Hartford, Iowa	City of Rockford, Iowa
City of Shell Rock, Iowa	City of Webster City, Iowa	City of Dyersville, Iowa
City of Evansdale, Iowa	City of Newton, Iowa	City of Sioux Center, Iowa
City of Pacific Junction, Iowa	Black Hawk County, Iowa	Cedar County, Iowa
Mills County, Iowa	Floyd County, Iowa	Des Moines County, Iowa

Recent public and private projects with similar scope of work to the current request include the following:

**Southwest Iowa Planning Commission (SWIPCO) – Contact Sandy Hansen. Mills County, City of Pacific Junction, and Fremont County, Iowa Asbestos Services(2020-present):** Atlas performed asbestos inspection for demolition of over 200 residential structures impacted by Missouri River flooding that occurred in the Spring of 2019. The project timeframe included completion of all initial inspections



within 60 days which we successfully completed. Atlas is also providing ongoing final abatement verification, as well as oversight and tracking of demolition contractor activities for proper waste disposal.

**MAPA – City of Pacific Junction (2020):** Atlas performed asbestos inspection for demolition of over 70 residential structures impacted by Missouri River flooding that occurred in the Spring of 2019. The project timeframe included completion of all initial inspections within 60 days which we successfully completed. Atlas is also providing ongoing final abatement verification, as well as oversight and tracking of demolition contractor activities for proper waste disposal.

**Sioux Center Community Hospital, Sioux Center, Iowa (2014-2016):** Atlas (d.b.a. Cardno ATC at time of this project) conducted a comprehensive environmental assessment of the former hospital structure for demolition, including asbestos, lead paint, and miscellaneous hazardous building materials requiring special handling and disposal. Atlas also provided bid specification and project bid services, and abatement monitoring and final abatement verification.

## STAFFING RESOURCES, LISTING OF KEY STAFF

Tim Jacobsen, CIH, is the proposed Program Manager for the project. Tim has over 20 years of experience providing hazardous material management and regulatory compliance and advisory services, with a focused expertise on large-scale renovation and demolition planning activities.

Tim is an ABIH Certified Industrial Hygienist (CIH), holds a master's degree in public health (MPH) and a BA in Environmental Studies. He is an AHERA and Iowa licensed Asbestos Professional (Inspection, Project Designer); a Licensed Lead-Based Paint Inspector/Risk Assessor (IA), holds certification in OSHA 40-Hour HAZWOPER and PLM Bulk Asbestos Analyst and NIOSH 582 Microscopist.

Atlas has the ability to draw Asbestos Inspectors from our Omaha, Des Moines, and Waterloo offices. Atlas Atlas' **10** currently licensed Iowa licensed asbestos inspectors include the following:

Tim Jacobsen (#22-7722), Tony Colby, Eric Brown, Scott Hanson, Jerod Frost, Jay Amill, Luis Gonzales, Patrick McGilvrey, Doug Sayer

License verification for each of these individuals is available upon request. Once the project is awarded, Tim Jacobsen will assign one of the listed licensed asbestos inspectors to the project. Each inspector listed has years of experience and is accredited and licensed for asbestos inspections in Iowa.

Additionally, EMSL Analytical will be utilized for sample analysis. Atlas has a long-term relationship with this lab vendor and advantageous rates that we can pass along to our clients based upon our volume and large footprint.



## PROFESSIONAL REFERENCES

Southwest Iowa Planning Council  
Sandy Hansen  
Housing Team Leader  
1501 SW 7th Street  
Atlantic, IA 50022  
Phone 712-243-4196 ext. 233  
Email [sandy.hansen@swipco.org](mailto:sandy.hansen@swipco.org)

Sioux County, Iowa  
Joel Sikkema, PE  
Assistant Engineer  
207 Central Ave SE  
Orange City, IA 51041  
Office: 712-737-2248  
Email [joels@siouxcounty.org](mailto:joels@siouxcounty.org)

City of Sioux Center  
Dennis Dokter  
Economic Development Director  
335 1<sup>st</sup> Avenue NW  
Sioux Center, IA 51250  
Phone 712-722-0761  
Email [ddokter@siouxcenter.org](mailto:ddokter@siouxcenter.org)

Boyden-Hull Community School District  
Steve Grond  
Superintendent  
801 1<sup>st</sup> Street  
Hull, IA 51239  
Phone 712-527-4116  
Email [steve.grond@boyden-hull.org](mailto:steve.grond@boyden-hull.org)



B2 ENVIRONMENTAL

B2Environmental.com

September 21, 2022

Mr. Ryan Ossell  
MAPA  
2222 Cuming Street  
Omaha, NE 68102

RE: Bid for Asbestos

Dear Mr. Ossell:

Thank you for this opportunity to provide our services to the Metro Area Planning Agency (MAPA). B2E's proposal requirements are as follows:

1. B2 Environmental, Inc. (B2E) was established in 2007 as an environmental consulting firm specializing in asbestos, lead-based paint, indoor air quality, environmental due diligence, and remediation. B2E is a certified woman-owned small business with approximately 50 employees.
2. B2E has vast experience performing asbestos surveys and specifically, asbestos surveys for flood damaged properties. B2E performed asbestos surveys for the Offutt Air Force Base Demolition and Site Preparation project in 2020-2021 which included over 30 large multi-use facilities.
3. B2E has at least eight (8) Iowa asbestos licensed inspectors.
4. Paul Virgillito – Project Manager  
Brock Flowers – Operations Manager  
Louis Whisonant – Site Manager

5. None

6. City of Shenandoah  
AJ Lyman  
500 W. Clarinda Ave  
Shenandoah, IA 51601  
712-246-4411

Kenneth Hahn Architects  
Steve Smith  
1343 South 75<sup>th</sup> Street  
Omaha, NE 68124  
402-391-2111

Fremont Public Schools  
Jeff Glosser  
130 East 9<sup>th</sup> Street  
Fremont, NE 68025  
402-727-3141

Please see attached proposal. Please let me know if you need additional information or services. Thank you.

Sincerely,

Paul Virgillito  
Associate  
[paulvirgillito@b2environmental.com](mailto:paulvirgillito@b2environmental.com)



4503 S 90th Street / Omaha, NE 68154 / (o) 402-330-0763 / (f) 402-330-0792

**Exhibit C – Bid Tabulation**

Name of Business: B2 Environmental, Inc.

Business Classification (check all that apply):  Individual  Partnership  Corporation

Business Address: 4503 So. 90<sup>th</sup> St.  
Omaha, NE 68127

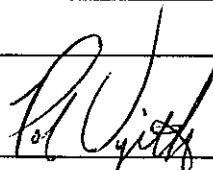
Contact Name: Paul Virgillito

Telephone: 402-330-0763

Email: paul.virgillito@b2e.com

FID/SSN: 43-2113998

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	<u>\$750<sup>00</sup></u>	@ 10	<u>\$7,500<sup>00</sup></u>
Phase II – Asbestos Abatement Monitoring	<u>\$250<sup>00</sup></u>	@ 5	<u>\$1,250<sup>00</sup></u>
Total Phase I and Phase II Bid Price			<u>\$8,750<sup>00</sup></u>



Signature  
Paul Virgillito, Associate

Insert Name and Title

9/21/2022  
 Date



## **Exhibit D – Narrative**

Attach no more than three pages which outlines the following:

1. Background of the firm, ownership, services offered, number employees, etc.
2. Description of experience in asbestos surveys including inspection of flood damage properties.
3. Company's ability to fully staff the project with licensed staff.
4. Listing of key staff to be assigned to the project.
5. Other information the bidder would like to provide.
6. Provide three professional references.

**Submittal Requirements**

Envelopes containing bids must be sealed and addressed to the office of Planning and Development; Pottawattamie County Courthouse Annex; 223 S 6<sup>th</sup> Street; Council Bluffs, Iowa 51503. "Bid for Asbestos" shall be shown in the left corner of the envelope or other visible alternate location. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

All bids will be publicly opened and read on October 3, 2022.

Complete and print the ***highlighted*** sections of the agreement on page 4 through 9, sign agreement on page 14, and Include original agreement and one copy in your submittal envelope.

Complete and print the ***highlighted*** sections on Exhibit C on page 13, sign the bid tabulation form, and Include in your submittal envelope.

Provide a brief narrative (no more than three pages) based on the questions listed on Exhibit D on page 14 and include in your submittal envelope.

Bidder/Contractor: B2 Environmental, Inc.

Address: 4503 So. 90<sup>th</sup> St.

County, State, and Zip Code: Omaha, NE 68127

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and B2 Environmental, Inc. (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on October 3, 2022.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Ryan Ossell, and submitted no later than 4:30 P.M. on September 30, 2022. Faxes or emails may be sent to: 402-951-6517 or [rossell@mapacog.org](mailto:rossell@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than September 30, 2022. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

7. **Non-adherence** to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is insert lab name and address and its (their) accreditation is from accreditation (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
  - Satisfactory experience in the timely completion of asbestos surveys;
  - Company's reputation and financial status;
  - Past experience and service provided by the bidder to the County;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
  - Company's ability to meet the County's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs;
  - Company's ability to immediately fully staff the project with certified, licensed staff; and
  - Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than October 11, 2022.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.

- The Chairperson signs this contract.
  - The County issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
11. If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  12. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  13. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  14. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  16. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  19. The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,000.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: BA Environmental, Inc.

By: Paul Virgillito, Associate 9/21/2022  
Insert Name and Title Date

Attest: [Signature] 9/21/22  
Insert Name and Title Date

Approved and Accepted by Pottawattamie County:

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

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



## EXHIBIT A – Part 200 Contract Provisions

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

## **Exhibit B – Required Contract Language**

## REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

### ALL CONTRACTS

#### 1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

**Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

- or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ALL CONTRACTS IN EXCESS OF \$100,000**

#### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

#### **Clean Air and Water Acts - required clauses:**

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



### Exhibit C – Property List

Address	Type
14897 Marigold Lane, Crescent, Iowa	Single Family
32603 140 <sup>th</sup> St, Crescent, Iowa	Single Family
30058 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
30070 N 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
15273 Missouri Ave, Crescent, Iowa	Single Family
26997 152 <sup>nd</sup> St Crescent, Iowa	Single Family
24699 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
24687 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
29420 Sandy Loop, Crescent, Iowa	Single Family
25465 Meadowlark Loop, Crescent, Iowa	Single Family



15080 A Circle  
Omaha, NE 68144  
P (402) 330-2202  
F (402) 330-7606  
[terracon.com](http://terracon.com)

September 27, 2022

Pottawattamie County  
MAPA  
2222 Cumming Street  
Omaha, NE 68102

Attn: Ryan Ossell, Associate Planner  
P: 402.444.6866 ext. 3218  
E: [rossell@mapcog.org](mailto:rossell@mapcog.org)

Re: RFP for Asbestos Pre-Demolition Inspections  
10 Residential Properties  
Crescent, Iowa  
Terracon Proposal No. P05227839

## QUALIFICATIONS

### Business Organization

Terracon has been in business since 1965 and its professional staff has extensive experience in the field of environmental consulting, working with local and national contractors, businesses, school districts, homeowners, insurance companies, and local and federal governments. Terracon provides consulting services for asbestos, lead-based paint, indoor air quality, industrial hygiene, environmental management, and training.

#### **Terracon Consultants, Inc.**

Corporate Office	Omaha Office
10841 South Ridgeview Road	15080 A Circle
Olathe, KS 66061	Omaha, NE 68144
(800) 593-7777	(402) 330-2202

Terracon's experience includes site inspections, hazard assessments, project design, monitoring of abatement contractor activity, and training. Our professionals are highly experienced in conducting building surveys, inspections, and assessments as well as designing technical removal and demolition specifications.

Terracon employs EMSL Analytical, Inc., 200 Route 120 North, Indianapolis, IN (NVLAP 200188-0) for bulk polarized light microscopy (PLM) analysis.

Moreover, Terracon has extensive experience in conducting asbestos pre-demolition surveys. Terracon has five local State of Iowa Certified Asbestos Inspectors on staff available for this project that have over 75 years of combined experience.

Terracon has a working philosophy to work closely and communicate with the Client to ensure understanding and predictability of project goals. This philosophy is carried out by every employee on a daily basis, as projects and their circumstances can predictably change. Terracon effectively communicates with our clients through email communication and via the telephone, at any given time during the project.

Terracon has a safety committee, a company safety plan and trains new employees prior to them conducting any field work. Terracon employees are required to wear personal protection equipment (PPE) as each project site dictates. In addition, Terracon has implemented an incident and injury free workplace. Our safety policy statement is as follows:

## Incident and Injury-Free™ (IIF)™

*Terracon will create and sustain an Incident and Injury-Free (IIF) workplace based on care and concern for people. It is an uncompromising commitment at all levels of the company to ensure everyone goes home safely to his or her family each and every day. At Terracon, safety is held as a core value, as well as an operational priority. At Terracon, working safely is an inseparable part of "doing things right," just as much as other commitments such as quality, profitability, and schedule.*

*Terracon will visibly demonstrate to employees that we value them for who they are and what they do, by dedicating the time, resources, and equipment necessary to achieve Incident and Injury-Free.*

Additionally, Terracon's experience modification rate (EMR) for 2022 is 0.95.

### **PAST PERFORMANCE / REFERENCES**

A brief list of clients to whom Terracon has provided asbestos inspection services includes the following:

#### **REFERENCES**

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Residential and Commercial**

City of Council Bluffs

Steve Carmichael

209 Pearl Street

Council Bluffs, IA 51503

712-328-4625

scarmichael@councilbluffs-ia.gov

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Residential and Commercial**

City of Sioux City  
Darrel Bullock, CBO | Code Enforcement Manager  
City of Sioux City | Sioux City, IA 51102  
405 6th St. P.O. Box 447  
712-224-5154  
dbullock@sioux-city.org

**Project: Asbestos Pre-Demolition Inspections & Post Abatement Visual Inspections  
Various Locations – Mills County, IA Flooding 2019**

Southwest Iowa Planning Council  
Sandy Hansen, Housing Team Leader  
1501 SW 7<sup>th</sup> Street  
Atlantic, IA 50022  
712-243-4196 ext. 233  
sandy.hansen@swipco.org

***Terracon has completed all above projects on-time and within the project budgets.***

**PROJECT STAFF**

Terracon inspectors available for this project will be:

Phillip Thomas, James Koehler, Tyler Price, Aaron Girard, Steve Sycuro

We appreciate the opportunity to submit this proposal to Pottawattamie County/MAPA.  
Please contact us if you have questions regarding this proposal.

Sincerely,

**Terracon**



Phillip Thomas, OHST, CHMM  
Environmental Department Manager

Distribution: Two hard copies

Bidder/Contractor: Terracon Consultants, Inc.

Address: 15080 A Circle

County, State, and Zip Code: Douglas County, Nebraska 68144

THIS AGREEMENT, entered into this 27<sup>th</sup> day of September, 2022, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and Terracon Consultants, Inc. (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on October 3, 2022.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Ryan Ossell, and submitted no later than 4:30 P.M. on September 30, 2022. Faxes or emails may be sent to: 402-951-6517 or [rossell@mapacog.org](mailto:rossell@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than September 30, 2022. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

7. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is EMSL Analytical, Inc. and its (their) accreditation is from NYCAP (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:

- Satisfactory experience in the timely completion of asbestos surveys;
- Company's reputation and financial status;
- Past experience and service provided by the bidder to the County;
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
- Company's ability to meet the County's insurance and bonding requirements;
- Strength of bidder's hiring and training programs;
- Company's ability to immediately fully staff the project with certified, licensed staff; and
- Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than October 11, 2022.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.



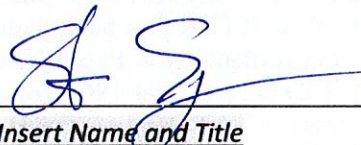
- The Chairperson signs this contract.
  - The County issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
11. If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  12. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  13. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  14. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  16. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  19. The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,00.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: Terrecon Consultants, Inc.

By:  9/27/2022  
Insert Name and Title Department Manager Date

Attest:  9/26/2022  
Insert Name and Title Date

Approved and Accepted by Pottawattamie County:

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

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

## EXHIBIT A – Part 200 Contract Provisions

### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

**Exhibit C – Bid Tabulation**

Name of Business: Terracon Consultants, Inc.

Business Classification (check all that apply):  Individual  Partnership  Corporation

Business Address: 15080 A Circle  
Omaha, NE 68144

Contact Name: Phillip Thomas

Telephone: 402-330-2202

Email: phillip.thomas@terracon.com

FID/SSN: 42-1249917

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	<u>\$550.<sup>00</sup></u>	@ 10	<u>\$5,500.<sup>00</sup></u>
Phase II – Asbestos Abatement Monitoring	<u>\$180.<sup>00</sup></u>	@ 5	<u>\$900.<sup>00</sup></u>
Total Phase I and Phase II Bid Price			<u>\$6,400.<sup>00</sup></u>

  
Signature

9/27/2022  
Date

Phillip Thomas, Dept. Manager  
Insert Name and Title

## **Exhibit D – Narrative**

Attach no more than three pages which outlines the following:

1. Background of the firm, ownership, services offered, number employees, etc.
2. Description of experience in asbestos surveys including inspection of flood damage properties.
3. Company's ability to fully staff the project with licensed staff.
4. Listing of key staff to be assigned to the project.
5. Other information the bidder would like to provide.
6. Provide three professional references.

Bidder/Contractor: Terracon Consultants, Inc.

Address: 15080 A Circle

County, State, and Zip Code: Douglas County, Nebraska 68144

THIS AGREEMENT, entered into this 27<sup>th</sup> day of September, 2022, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and Terracon Consultants, Inc. (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on October 3, 2022.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Ryan Ossell, and submitted no later than 4:30 P.M. on September 30, 2022. Faxes or emails may be sent to: 402-951-6517 or [rossell@mapacog.org](mailto:rossell@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than September 30, 2022. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

5. **Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

6. **Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:
- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
  - A written report on each property as outlined previously.
  - Lab analysis of the samples submitted as outlined previously.
  - Monitoring, verification and reporting of abatement as set out in the resulting reports.
  - Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.
7. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is *EMSL Analytical, Inc.* Insert lab name and address and its (their) accreditation is from accreditation (failure to indicate this information will cause this submittal to be considered non-responsive.) *NYIAA*



8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
  
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
  - Satisfactory experience in the timely completion of asbestos surveys;
  - Company's reputation and financial status;
  - Past experience and service provided by the bidder to the County;
  - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
  - Company's ability to meet the County's insurance and bonding requirements;
  - Strength of bidder's hiring and training programs;
  - Company's ability to immediately fully staff the project with certified, licensed staff; and
  - Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

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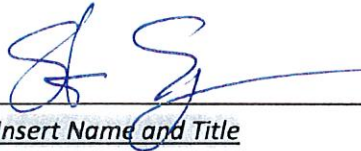
- The Chairperson signs this contract.
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  15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
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  17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  19. The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  20. The Contractor awarded this work shall provide the following with the County listed as certificate holder:

- Commercial General Liability Insurance in the minimum amount of \$1,000,000.00
- Automobile Liability Insurance in the minimum amount of \$1,000,000.00
- Worker's Compensation and Employer Liability Insurance in the minimum amount of \$1,000,00.00
- Pollution Liability Insurance in the minimum amount of \$1,000,000.00

**SIGNATURE PAGE**

Company Name: Terminon Consultants, Inc.

By:  9/27/2022  
Insert Name and Title Department Manager Date

Attest:  9/26/2022  
Insert Name and Title Date

Approved and Accepted by Pottawattamie County:

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

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

## EXHIBIT A – Part 200 Contract Provisions

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

### Exhibit B – Current Property List

Address	Type
14897 Marigold Ln, Crescent, IA	Single Family
32603 140th St, Missouri Valley, IA	Single Family
30058 152nd St, Honey Creek, IA	Single Family
30070 N 152nd St, Honey Creek, IA	Single Family
15273 Missouri Ave, Crescent, IA	Single Family
26997 152nd St, Crescent, IA	Single Family
24699 152nd St, Crescent, IA	Single Family
24687 152nd St, Crescent, IA	Single Family
29420 Sandy Loop, Crescent, IA	Single Family
25465 Meadowlark Loop, Crescent, IA	Single Family

# Exhibit C – Required Contract Language

## REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

### ALL CONTRACTS

#### 1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

**Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,



or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ALL CONTRACTS IN EXCESS OF \$100,000**

##### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

##### **Clean Air and Water Acts - required clauses:**

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

**Matt Wyant/Director, Planning and  
Development and/or Pam  
Kalstrup/Coordinator, Zoning and Land  
Use and/or Ryan Ossell/MAPA.**

Discussion and/or decision to approve and  
authorize the Board to sign **Resolution No.  
67-2022** approving the selection of a firm  
for Legal Services 2019 Flood.

## RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Board of Supervisors Resolution #67-2022

**RESOLUTION #67-2022  
REAL ESTATE ACQUISITION LEGAL SERVICES  
2019 FLOOD**

**WHEREAS**, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its §403 Essential Assistance Program for funding of demolition work. Funding is anticipated from FEMA, the State of Iowa and the County.

**WHEREAS**, the County requires legal services to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

**WHEREAS**, \_\_\_\_\_ (contractor) certifies to be permitted to practice law in Iowa as established in Chapter 31 of the Iowa Court Rules, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

**WHEREAS**, Request for Bids (RFB) Notice to Bidders was published in the The Nonpareil on September 2, 2022 and individual written RFB Notice to Bidders were mailed on August 31, 2022 to law firms permitted to practice law in Iowa from the region surrounding the County, and

**WHEREAS**, said bids were required to be submitted to Pottawattamie County, Iowa, on or before September 30, 2022, and

**WHEREAS**, Pottawattamie County received two (2) quotes, and have opened said quotes on September 30, 2022, and

**WHEREAS**, the County has determined that \_\_\_\_\_ has submitted the lowest and most responsive and responsible submittal and who has best met the submittal criteria as set out in the RFB, and

**WHEREAS**, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said RFB completed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA** that the Board of Supervisors that the contract to perform the said Legal Services work for Pottawattamie County, Iowa, as outlined in the said RFB is hereby awarded to \_\_\_\_\_ in the total amount of \$ \_\_\_\_\_, and that the Board is authorized to execute said Contract with this contractor and that the contractor is hereby given "Notice to Proceed", after having submitted the Certificate of Insurance required by the RFB to the County through the Planning Director.

Dated this \_\_\_\_\_ day of October, 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
Tim Wichman, Chairman	○	○	○	○
Scott Belt	○	○	○	○
Lynn Grobe	○	○	○	○
Justin Schultz	○	○	○	○
Brian Shea	○	○	○	○

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa

Attachment A  
Project Cover Sheet

Submittal Form for Real Estate Acquisition Legal Services  
Pottawattamie County, Iowa

Name of Business: Property Acquisition & Relocation Services

Business Address: 40 Lakewood Villa St  
Council Bluffs, IA 51501

Contact Name: Carey M. Jensen

Telephone: 402-201-4000 *number*

Email: CareyMJensen@gmail.com or info@landandrelocation.com

FID/SSN: 84-4299870

Business Classification (check all that apply):  Individual  Partnership  Corporation

Submittal Requirements:

- Brief narrative on the individual or firm.
- Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in ~~Mills~~ Pottawattamie County.
- Brief narrative on the individuals and/or firms capacity to undertake the scope of work.
- Documentation that the individual or firm is permitted to practice law in Iowa.
- Three references for related work within the past five (5) years.
- Proposed cost bid shall be submitted on a per unit basis for ~~8~~ 10 acquisitions.

Per Unit Price: (10 units) *\$ Amount* \$2300

Total Price (per unit price x ~~8~~ 10 units): *\$ Amount* \$23,000

Carey M. Jensen  
*Type Name and Sign*

9/28/22

## PROPERTY ACQUISITION AND RELOCATIONS SERVICES

40 Lakewood Villa St, Council Bluffs, IA 51501

Office: 402-201-4000

Email: [Info@landandrelocation.com](mailto:Info@landandrelocation.com) or CareyMJensen@gmail.com

Website: <http://landandrelocation.com>

### NARRATIVE:

Property Acquisition and Relocation Services was formed as a woman owned small business in January 2020 by Carey Jensen. Our goal was to provide a local option for real estate acquisition, relocation and right of way services in Southwest Iowa and surrounding areas. PARS offers flexible ala carte services to meet our client's needs for property services at all levels. Our staff includes experienced acquisition specialists with experience in 17 states throughout the US and administrative assistants. Our valued partnerships with title companies, appraisers, surveyors, attorneys, lenders, inspectors, and Realtors allow us to offer a variety of services and flexible options. Our more than 25 years of experience in real estate and 12+ years of experience in right of way, permitting, property leasing and purchase options with renewable energy developers and a broad range of other projects gives us the knowledge and relationships to coordinate and create customized options for every client.

PARS is a certified SBA-WOSB and a registered entity on SAM.gov:

DUNS#124579100

CAGE CODE:8GY83

### A LITTLE ABOUT CAREY:

Carey Jensen is the president and founder of Property Acquisition and Relocations Services. She holds an active Iowa real estate broker license (1996) as well as a Nebraska broker license (2004). She has experience in broker management, office management, mortgage processing, real estate transaction closings, researching title records, ownership types and real estate license instruction and training. Carey has worked as a contract land specialist in the acquisition field since 2007 on numerous renewable energy developments throughout the Midwest. She has been the point of contact for the public and landowners, representing the developer and hosted public informational meetings on behalf of the developer on various project sites. She is articulate, organized, and professional.

Other experience & accolades are as follows:

Property owner in Council Bluffs & Pottawattamie County

Active Iowa & Nebraska Notary

## Current Errors & Omissions Insurance

Former member of the Pottawattamie Condemnation & Compensation Commission & Board of Adjustment

Former Iowa real estate commission education instructor

Past President of Iowa Association of Realtors & Southwest Iowa Association of Realtors

Past Realtor of the year for Southwest Iowa Associations of Realtors

Graduate of National Association of Realtors Leadership Academy

Working relationship with Iowa State University Center for Industrial Research & Service

Carey Jensen's real estate closing transaction volume for 2020 & 2021 was more than \$7,000,000.

Carey Jensen has completed numerous real estate closings as a contract notary closer for Council Bluffs Title & Escrow Company.

In 2020, Property Acquisition and Relocation Services was awarded and completed appraisal services for the city of Council Bluffs for 3 flood damaged properties within the city limits.

Active real estate broker license in Iowa & Nebraska: IA: B37273000 NE: 20040985

## COUNCIL BLUFFS TITLE & ESCROW

501 S. Main St

Council Bluffs, IA 51503

Office: 712-256-1615

Council Bluffs Title & Escrow is a licensed closing agent registered in the state of Iowa since 2011 that employs 4 staff members plus 2 licensed attorneys, Kristen Bracker and William Bracker.

CBTE manages and closes 100's of real estate transactions annually in Iowa and meets the requirements for a registered trust account in the state of Iowa that is subject to annual audit. They have managed closings on behalf of buyers, sellers, mortgage lenders and business & government entities and real estate brokers. They are experienced in various types of property sales & purchases closings, including commercial, land, residential and development.

NMLS company number 791188 – certificate attached

# State of Iowa

## Division of Banking

### Closing Agent License

License Number CA – 2011-0161

**This is to Certify That**

**Council Bluffs Title & Escrow, LLC,**  
NMLS Company Identification Number 791188

originally granted this license pursuant to Chapter 535B of the Code of Iowa on September 7, 2011, under the name of Great Plains Title, L.L.C., continues to be licensed to conduct business as a CLOSING AGENT as defined by Chapter 535B of the Code of Iowa.

This authority is granted upon the express condition that said licensee observe and obey all laws which currently now are or may be in force relating to said business and all rules and regulations made by the Superintendent of Banking.

Subject to annual renewal, this license shall be in full force and effect unless surrendered by the licensee or revoked or suspended in accordance with the provisions of Chapter 535B or any related laws. This license may not be assigned or transferred.

IN WITNESS WHEREOF, I have hereunto set my hand  
and Seal of Office this 8<sup>th</sup> day of March, 2021.

Jeff Plagge, Superintendent of Banking



Rodney E. Reed, Finance Bureau Chief





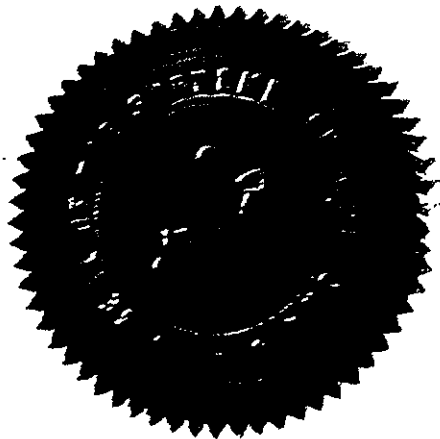
# The Supreme Court Of Iowa

Certificate of Admission

William Charles Bracker

having made application for admission to the practice of law in the courts of this state and the Supreme Court of Iowa having found the applicant possesses the requisite qualifications for admission,

It is ordered by the Court that the applicant is admitted to the practice of law in the several courts of this State.



Witness my signature as authorized by the Court and the seal of the Court at Des Moines this

5<sup>th</sup> day of July, 1935

\_\_\_\_\_  
Clerk of the Supreme Court of Iowa

# The Supreme Court Of Iowa

## Certificate of Admission

Kristen Elizabeth Bracker

having made application to the practice of law in the courts of this state and the Supreme Court of Iowa having found the applicant possesses the requisite qualifications for admission, it is ordered by the Court that the applicant is admitted to the practice of law in the several courts of this state.



Witness my signature as authorized by the Court  
and the seal of the Court at Des Moines this  
27th day of September, 2018

A handwritten signature in black ink, appearing to read "D. K. S.", written over a horizontal line.

Assistant Director for Admissions

REFERENCES

PHONE

EMAIL

---

John Edwards, Owner Key Real Estate

402-680-5646

JohnE@keyre.com

Joe Stephens, Branch Manager CMG Financial

712-308-1629

[JStephens@CMGFI.com](mailto:JStephens@CMGFI.com)

Courtney Harter, Housing & Economic Development

712-890-5354

Charter@councilbluffs-ia.gov

City of Council Bluffs

**Property Acquisition &  
Relocation Services**

09/27/2022

**Pottawattamie County  
Voluntary Flood Buyout Program**

**RE: Proposal for Real Estate Acquisition Legal Services**

Dear Pottawattamie County Board of Supervisors:

Property Acquisition & Relocation Services (PARS) proposes to provide the services required to assist Pottawattamie County in the acquisition of 10 flood damaged properties. Our services will include the following:

- Point of contact for flood buyout property owners, Pottawattamie County and Council Bluffs Title & Escrow.
- Draft purchase agreement contract to be used and submit for county for approval.
- Review appraisal and property ownership information needed to prepare each purchase agreement.
- Verify previous receipt of any FEMA benefit to be deducted from purchase price.
- Contact each property owner to confirm their continued interest in participating in the buyout program, collect ownership information, prepare purchase agreements, and schedule meetings to execute all necessary documents, either in person or electronically depending on owner's availability.
- Order title guaranty certificate through Iowa Title Guaranty.
- Review attorney's opinion of title.
- Take necessary steps to ensure any title requirements for clean title transfer: any attached liens are satisfied or removed.
- Provide any lien information from owner to title company to order payoffs and any other satisfaction documents needed for closing.
- Provide deed restriction language to title company attorney and review prepared deeds.
- Prepare all required closing documents and submit to Donald Gross for review and approval.
- Execute & notarize all closing documents with each property owner in advance of closing with the purchaser, Pottawattamie County.
- Execute & notarize documents for closing on all 8 properties with purchaser.
- Oversee title company disbursement of all funds from trust account to owners, payoff of any liens, payments of any invoices related to the real estate closing that may be included on the settlement statement such as recording fees, payment of property taxes.
- Deliver proceeds to property owners as directed.

PER UNIT PRICE: \$2300

TOTAL PRICE (per unit price X 10 units) \$23,000

As a point of clarification, this proposal includes the title company closing fee of \$500 per unit and the cost of the title certificate of \$575 per unit. PARS will be responsible for payment of the closing fee to Council Bluffs Title & Escrow as well as the payment for title certificate unless otherwise directed to be included on the settlement statement for payment. In this case, \$1075 per unit would be deducted from payment for services to PARS. All other costs related to the real estate closing are the expense of the purchaser, Pottawattamie County. All liens are the expense of the seller (property owner) and are to be paid as part of the closing transaction unless otherwise negotiated on the purchase agreement.

Thank you for the opportunity to provide this quote for services. If you have any questions, please give me a call. I look forward to working with you on this project.

Respectfully,

Carey M. Jensen

President

[careymjensen@gmail.com](mailto:careymjensen@gmail.com)

402-201-4000



**PETERSEN LAW**  
P L L C

Deborah L. Petersen  
215 S. Main Street, Suite 301  
Council Bluffs, IA 51503  
**p: 712-328-8808**  
f: 712-328-1562

September 27, 2022

VIA EMAIL - [pam.kalstrup@pottcounty-ia.gov](mailto:pam.kalstrup@pottcounty-ia.gov)

Pam Kalstrup  
Pottawattamie County Planning Department  
Pottawattamie County Courthouse Annex  
223 South 6<sup>th</sup> Street,  
Council Bluffs, IA 51501

Re: Request for Proposals for Legal Services  
County of Pottawattamie

Dear Ms. Kalstrup:

Enclosed please find our Submittal Form for Real Estate Acquisition Legal Services for the Pottawattamie County, Iowa.

Thank you for your attention to this matter. If you should have any questions, please give me a call.

Sincerely,

PETERSEN LAW PLLC

DEBORAH L. PETERSEN  
[deborah@petersenlawcb.com](mailto:deborah@petersenlawcb.com)

DLP: ak

Enclosures

**Submittal Form for Real Estate Acquisition Legal Services  
Pottawattamie County, Iowa**

**Name of Business:** Petersen Law PLLC

**Business Address:** 215 South Main Street, Suite 301  
Council Bluffs IA 51503

**Contact Name:** Deborah L. Petersen

**Telephone:** 712-328-8808 x 301 (Office)  
402-880-6506 (Cell)

**Email:** [deborah@petersenlawcb.com](mailto:deborah@petersenlawcb.com)

**FID/SSN:** 45-5192078

**Business Classification:** Limited Liability Company taxed as S Corporation

**Submittal Requirements:**

- ✓ Brief narrative on the individual or firm.
- ✓ Experience and expertise with real estate transactions of the individuals to be assigned to the project. Please specify experience with real estate transactions in Pottawattamie County.
- ✓ Brief narrative on the individuals and/or firms capacity to undertake the scope of work.
- ✓ Documentation that the individual or firm is permitted to practice law in Iowa.
- ✓ Three references for related work in the past five (5) years.
- ✓ Proposed cost bid shall be submitted on a per unit basis for 10 acquisitions.

Per Unit Price: \$1,800.00

Total Price (price per unit x 10 units) \$18,000.00

Note: This bid is based on experience in the amount of services to be provided post-closing, as required by the contract and the government funding requirements.

PETERSEN LAW PLLC

BY

  
DEBORAH L. PETERSEN, Owner

Date: September 27<sup>th</sup>, 2022

## PETERSEN LAW PLLC - ATTACHMENT TO SUBMITTAL FORM

### NARRATIVE ON FIRM

Petersen Law PLLC was established in 2005, following a succession of firms in which Deborah L. Petersen was the owner or partner. The firm is a general practice law firm and represents clients in primarily in real estate transactions, contracts, business matters, estate matters, estate planning, elder law, and landlord tenant matters, as well as litigation and bankruptcy cases. The firm and its predecessors have been providing legal services in Southwest Iowa since the 1970's and is well versed in real estate law.

### EXPERIENCE & EXPERTISE

Deborah L. Petersen has been representing owners, sellers, buyers, tenants, and others in the real estate arena for over 38 years. The firm was selected to represent Pottawattamie County when it was acquiring flood damaged properties following the floods of 2011 and 2019. We work with the Abstractors in Pottawattamie County and Iowa Title Guaranty title searches on a regular basis for title issues related to various sales and conveyances. We know the Pottawattamie County Auditor's Office staff, as we consult with them on various legal description and title issues that arise for our clients. The firm has handled many Pottawattamie County transactions over the years and is familiar with the Pottawattamie County systems and requirements.

### FIRM CAPACITY

Deborah is the owner of the firm and the primary real estate attorney. She serves on the Iowa State Bar Association Real Estate Section Council, ISBA Title Standards Committee and has previously served on the Iowa Title Guaranty Board. She is also a frequent presenter at real estate seminars. The firm has the capacity to perform the work required by this project. The firm systems, policies, and procedures are in place for handling real estate transactions and a document assembly program is used to generate the necessary documents. Over the anticipated duration of the project, the firm is capable of processing the files.

The staff includes Margaret M. McCabe, Law Clerk and Audrey Kalin, Legal Assistant. Margaret has a law degree from Creighton Law School.

### DOCUMENTATION

Attached is the printout from the Iowa Supreme Court verifying that our attorney is admitted to practice in the State of Iowa, is in good standing and has no orders or actions.



PETERSEN LAW PLLC - ATTACHMENT TO SUBMITTAL FORM

REFERENCES

Matt Wyant  
Planning Director Pottawattamie County  
Planning & Development  
223 S 6th Street  
Council Bluffs IA 51503  
Phone: (712) 328-5638  
Email: [matthew.wyant@pottcounty-ia.gov](mailto:matthew.wyant@pottcounty-ia.gov)

Rod Rhoden  
Superior Honda  
4111 South 144th Street  
Omaha NE 68137  
Phone: (402) 669-1105  
Email: [rrhoden@hondaofomaha.com](mailto:rrhoden@hondaofomaha.com)

Jeff Coats  
Attorney at Law  
Jeffrey A. Coats  
300 W Broadway, Ste 1  
Council Bluffs IA 51503  
Phone: (712) 309-3337  
Email: [jcoats@coatsre.com](mailto:jcoats@coatsre.com)

**View Lawyer**

Print

**Lawyer Detail**

Name **PETERSEN, DEBORAH LOUISE JOHNSON**

In Good Standing? **Y**

License Status: **Active**

License Date(MM-DD-YYYY): **06/15/1984**

**Firm Information**

Name: **PETERSEN LAW PLLC**

Position: **ATTORNEY**

Phone:

Address 1: **215 SOUTH MAIN STREET**

Address 2: **Suite 301**

Address 3:

Country: **United States**

City: **COUNCIL BLUFFS**

State/Province: **Iowa**

Zip Code: **51503**

**Reinstatements, Disability or Disciplinary Orders in Iowa**

No results found.

**AGREEMENT FOR SERVICES**  
**BY AND BETWEEN**  
**PETERSEN LAW PLLC AND THE POTTAWATTAMIE COUNTY, IOWA**

Petersen Law PLLC (Petersen Law) has the expertise to provide real estate closing and legal services to assist Pottawattamie County, Iowa (County) with the implementation of a Flood Damaged Property Acquisition Program (Program). Federal and state funding sources are anticipated to be utilized for this Program. Funding sources may include one or all of the following: Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management Division (HSEMD) and Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development (HUD) and the Iowa Economic Development Authority (IEDA).

In mutual consideration of the promises set forth in this Agreement, it is therefore agreed as follows:

**Section 1. Scope of Services:** Petersen Law shall provide the scope of services outlined in the Request for Proposals (RFP) approved by the Pottawattamie County Board of Supervisors on June 8th, 2021, attached hereto as Exhibit A and hereby incorporated and made part of this Agreement.

**Section 2. Time of Performance:** The work under this Agreement shall begin upon full execution by the County and Petersen Law. Completion is projected for no later than October 1, 2023. An extension of this project deadline will only occur with the authorization of HSEMD.

**Section 3. Personnel:** Petersen Law represents that it has, or will acquire, all personnel necessary in performing the services under this Agreement. The parties intend that an independent contractor-purchaser of service relationship will be created by this Agreement. The County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Petersen Law. Neither Petersen Law nor its employees are to be considered agents or employees of the County for any purpose.

**Section 4. Method of Payment:** Payment shall be made for all sums due to the Seller, to Petersen Law, to Iowa Title Guaranty, and to the Pottawattamie County Recorder's Office, prior to or at closing for each of the respective properties purchased under the Program. The amount due shall be itemized on the Settlement and Closing Statement and Disbursement Worksheet. The itemized amounts shall not exceed those set forth in Petersen Law's proposal for legal services, which was accepted by the County on October 11, 2022 attached hereto as Exhibit B and hereby incorporated and made part of this Agreement. Total payment shall not exceed \$1,800.00 per property for the real estate closing costs, attorney's opinion letter, deed and listed affidavits, and shall not exceed \$18,000.00 for the total work of the eight (8) properties as defined in the RFP. Petersen Law PLLC shall subcontract with Clear Title and Abstract LLC for title reports at \$295 per property and for Iowa Title Guaranty Certificates at \$175 per property.

Since the County's Program is strictly voluntary to participating property owners, any property owner may withdraw their application at any time. As a result, the actual number of closings needed could vary downward from those proposed.

**Section 5. Records Available:** At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents any financial and administrative records with respect to all matters covered by this Agreement.

**Section 6. Maintenance of Records:** Petersen Law will maintain all financial and administrative records for a period of three (3) years from the effective date of the close. In addition, those records which relate to any dispute; appeal under a grant agreement, to litigation; to the settlement of claims arising out of such performance; or to costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such dispute, appeal, litigation, claim, or exception.

**Section 7. Information to be furnished by Petersen Law:** The County, upon request, shall make any and all existing reports, data, and public documents and information necessary for the performance of work under this Agreement available to Petersen Law. The County shall advise Petersen Law of any and all documents relevant to the successful completion of this project.

**Section 8. Amendments:** Any amendments or changes to this Agreement must be in writing and mutually agreed to by both the County and Petersen Law. The Chairperson of the County Board of Supervisors is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Agreement on behalf of the County. Amendments may require the approval of HSEMD.

**Section 9. Termination Clause:** Either party assigned hereto shall have the authority to terminate this Agreement, by notifying the other party by registered mail within thirty (30) days of the effective termination date. Petersen Law will be paid for the time provided and expenses incurred through the termination date.

**Section 10. Interest of Members of the County and Others:** No employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the Program is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Program, shall participate in any decision relating to this Agreement which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 11. Interest of the Petersen Law:** Petersen Law covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Petersen Law further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**Section 12. Severability:** Should any provision of this Agreement be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

**Section 13. Entire Agreement Statement:** This Agreement contains the entire agreement between the County and Petersen Law for the purpose of providing administrative services related to the County's Program. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Agreement per Section 8.

**Section 14. Hold Harmless:** The County shall hold harmless, waive, and indemnify Petersen Law against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services within the Scope of Service provided by Petersen Law, except to the extent caused by the gross negligence or willful misconduct of Petersen Law or its employees. In no event shall Petersen Law be liable to the County for lost revenues of the County, or special or consequential damages, even if Petersen Law has been advised of the possibility of such damages. Petersen Law's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Petersen Law by the County under this Agreement.

**Section 15. Adherence to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards:** As required by this Program, Petersen Law must adhere to Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards, attached hereto as Exhibit C and hereby incorporated and made part of this Agreement.

APPROVED BY:

PETERSEN LAW PLLC

POTTAWATTAMIE COUNTY

\_\_\_\_\_  
Deborah L. Petersen  
Petersen Law PLLC

\_\_\_\_\_  
Tim Wichman, Chairperson  
Pottawattamie County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by

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Attested by

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Date

\_\_\_\_\_  
Date

## Attachment A – Part 200 Contract Provisions

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

## Attachment B – Property List

Address	Type
14897 Marigold Ln, Crescent, IA	Single Family
32603 140th St, Missouri Valley, IA	Single Family
30058 152nd St, Honey Creek, IA	Single Family
30070 N 152nd St, Honey Creek, IA	Single Family
15273 Missouri Ave, Crescent, IA	Single Family
26997 152nd St, Crescent, IA	Single Family
24699 152nd St,, Crescent, IA	Single Family
24687 152nd St, Crescent, IA	Single Family
29420 Sandy Loop, Crescent, IA	Single Family
25465 Meadowlark Loop, Crescent, IA	Single Family



# Attachment C – Required Contract Language

## REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

### ALL CONTRACTS

#### 1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

**Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

- or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ALL CONTRACTS IN EXCESS OF \$100,000**

##### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

##### Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

##### During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

**John Rasmussen/Engineer**

**Discussion and/or decision to award bid to Prairie  
Construction for construction of the Pottawattamie  
County Roads Operation Center.**

**Other Business**

## **Melvyn Houser/Auditor**

**Discussion and/or decision to set date to Canvass the  
General Election.**

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Front Office Manager.**



Pottawattamie County, Iowa  
Class Description

**Title:** Front Office Manager

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$14-\$16

**Updated:** 05/04/2022

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### General Definition of Work

This is a full time, seasonal Front Office Manager position that runs through the duration of the ski season. The person in this role will supervise the front office operations such as scheduling staff, ticketing, lesson booking, responding to emails, answering phones, and opening/closing duties. The Front Office Manager will work with the Site manager to ensure the front office performs to meet the expectations of guests, while keeping efficiency and accuracy in the forefront.

Commented [JF1]: Let's spell this out a little more. Nothing elaborate but a few more details that help flesh out the main duties.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Oversee all aspects of Front Office operations. This includes but is not limited to, ticket sales, guest services (emails, phone calls, inquiries), scheduling, group sales, season passes, and resolution of guest issues.

Assist in hiring seasonal front office staff in collaboration with the Site Manager.

Facilitate and organize the pre-season, and ongoing training of front office staff, this will include all aspects of the front office such as POS machine, close out the POS terminal, balancing the cash drawer, filling out all paperwork necessary to accurately account for sales.

Responsible for scheduling of Front Office employees to meet demand based on hours of operation, special events, and level of business. Collaborate with other departments and Site Manager for creating more functional schedules.

Keeping track of all front office supplies and retail items. Notify Site Manager of the need to order items as needed.

Ensure that proper documentation of all training is complete, and records are filed correctly.

Supervise Front Office Staff members, including supervision of daily activities and operations within the front office based on demand. Delegation of daily job assignments keeping in mind business levels and customer needs.

Full knowledge of emergency procedures and protocols with the ability to train office staff on these procedures.

Assist guests with all aspects of ticketing, including but not limited to; lift tickets, rental equipment, retail merchandise, season passes, and ski and snowboard school.

Pottawattamie County, Iowa  
Class Description

Ability to perform all opening and closing tasks daily.

Be well-informed of all resort information, work closely with other departments to collaborate on business levels, group business & special events.

Maintaining an orderly and clean work environment. Maintain a neat and well displayed front office.

Provide excellent customer service.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Work in other departments when needed and perform other duties as assigned.

**Minimum Qualifications**

Must be eighteen (18) years old at the time of hire.

**Special Qualifications:**

Prior Front Office experience is preferred as well as prior supervisor experience.

Must be reliable and punctual and have own transportation.

Work well under pressure, ability follow policies and procedures, demonstrates ability to work as a team and can foster a positive, fun, and safe work environment.

Flexibility to work during evenings, weekends, and holidays.

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**Job Specifications**

1-2 years of experience working in the snow sports industry or hospitality.

1-2 years of experience supervising other employees.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to work both indoors and outdoors.

Ability to use Microsoft Office programs such as Word and Excel.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this

Pottawattamie County, Iowa  
Class Description

job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Hospitality and Guest Services.**

Pottawattamie County, Iowa  
Class Description

**Title:** Hospitality and Guest Services

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$11-\$12

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal front office position that runs through the duration of the ski season. The person in this role will be communicating with guests and handling their inquiries. Answering phones and responding to emails will be the main facets of this position. Directly reports to the Front Office Manager.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Respond to guest inquiries. Accurately answer the inquires and assist guests in whatever information they may need. This will require full knowledge of all activities available.

Must be able to use POS machine, close out the POS terminal, balancing the cash drawer, filling out all paperwork necessary to accurately account for sales.

Assist in keeping track off all front office supplies and retail items. Notify Front Office Manager of items needing to be restocked as quickly as possible.

Full knowledge of emergency procedures and protocols.

Assist guests with all aspects of ticketing both in person and on the phone or email, and questions pertaining but not limited to, lift tickets, rental equipment, retail merchandise, season passes, and ski and snowboard school.

Ability to perform all opening and closing tasks daily as required.

Be well-informed of all resort information, work closely with other departments to collaborate on business levels, group business & special events.

Maintaining an orderly and clean work environment.

Provide excellent customer service.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Additional tasks include but not limited to, shoveling snow on patio and deck, take out the trash, vacuum, clean the restrooms, wipe tables and counters, clean windows, sweep/vacuum stairs, stock retail items, clean stanchions, dust.

Pottawattamie County, Iowa  
Class Description

Work in other departments when needed and perform other duties as assigned.

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**Minimum Qualifications**

Must be eighteen (16) years old at the time of hire.

**Special Qualifications**

Prior Front Office or hospitality experience is preferred.  
Must be reliable and punctual and have own transportation.  
Work well under pressure, ability to follow policies and procedures, demonstrates ability to work as a team and can foster a positive, fun, and safe work environment.  
Flexibility to work during evenings, weekends, and holidays

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**Job Specifications**

3 months of experience working in the snow sports industry or hospitality preferred.  
Ability to communicate effectively, both orally and in writing.  
Ability to understand and follow both oral and written instructions.  
Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.  
Ability to work both indoors and outdoors.  
Ability to use Microsoft Office programs such as Word and Excel.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed primarily indoors and occasionally outdoors. Must have the ability to stand for long periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Pottawattamie County, Iowa  
Class Description

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Cleaning and Support Team Member.**



Pottawattamie County, Iowa  
Class Description

**Title:** Cleaning and Support Team Member

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$10.00

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal position that runs through the duration of the ski season. The person in this role will work under the supervision of the Kitchen Manager and Kitchen Staff Member Lead. Primarily responsible for cleaning of guest areas, additional duties will include limited daily food and beverage operation tasks. This team member will work with the Kitchen Staff Member Lead, Kitchen Manager and Site manager to ensure a high level of cleanliness is achieved for our guests.

### Essential Functions

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*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

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Follow and maintain all sanitation and safety standards as outlined by law. This will include employee health and personal hygiene, proper food storage and labeling of food, as well as sanitization of kitchen equipment and prep areas.

Ability to use the POS system to take orders from guests.

Assist with Kitchen prep for opening which includes but is not limited to; lighting fryers, prepping food for service, preparing hot drinks for service (coffee maker, hot cocoa machine), stocking coolers and snacks, refilling condiments and silverware, stocking napkins.

Assist with closing the kitchen which includes but is not limited to, turning fryers off, storing all food properly with correct labeling and dates, cleaning and sanitizing kitchen equipment, cleaning food prep areas properly, sweeping and mopping of kitchen floor. Cleaning dining area by vacuuming, wiping tables, counters, stanchions.

Perform dining area cleanup as required as well as restroom cleaning. This includes but isn't limited to, vacuuming, wiping tables and counters, taking trash out, cleaning trash bins, mopping restroom floors, cleaning sinks, toilets and walls, dusting, restocking restroom items.

Responsible for restroom sanitation and restocking of toilet paper, soap and hand sanitizers. Cleaning of the restroom room will include but isn't limited to, sweeping, mopping, vanity and sink cleaning, walls, mirrors, urinals, and toilets as well as trash removal.

Assist Kitchen Manager and Kitchen Staff Member Lead in checking in deliveries and stocking items correctly.

Work in other departments when needed and perform other duties as assigned.

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Pottawattamie County, Iowa  
Class Description

**Minimum Qualifications**

Must be fourteen (14) years old at the time of hire.

**Special Qualifications**

Ability to communicate effectively with team members and guests  
Flexibility to work during evenings, weekends, and holidays  
Must have reliable transportation to and from the ski area.

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**Job Specifications**

Previous work experience is preferred but not required.

Ability to use a computer.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Pottawattamie County, Iowa  
Class Description

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Kitchen Manager.**

# Pottawattamie County, Iowa

## Class Description

**Title:** Kitchen Manager

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$14-\$16

**Updated:** 10/07/2022

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### General Definition of Work

This is a full time, seasonal kitchen manager position that runs the duration of the ski season. The person in this role will supervise the daily food and beverage operations. The Kitchen Manager will work with the Site manager to ensure food and beverage operations run smoothly and efficiently.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Assist in hiring kitchen staff for the season and creating functional schedules that keep in mind operating hours as well as the business levels.

Facilitate the training of kitchen staff on all aspects of the food and beverage operations. This will include the use of the POS System, all kitchen equipment, sanitation, and proper food preparation and presentation.

Must train staff on proper prep work, side work, opening and closing procedures.

Ensure that inventory is taken properly and in a timely fashion. Determine what needs to be ordered and report to Site Manager. This will include but is not limited to food, beverages, cleaning supplies, condiments, utensils, food safety items etc.

Follow and maintain all sanitation and safety standards as outlined by law. This will include employee health and personal hygiene, proper storage, and labeling of food, as well as sanitization of kitchen equipment and prep areas.

The Kitchen Manager will ensure that the facility is maintained in accordance with the Iowa Food Code.

Supervise food prep and cooking, check food for presentation, temperature, and portion sizes.

Work in collaboration with the Site Manager to price menu items and create promotional materials if needed. Tracking food and beverage sales to better determine what quantities to order to reduce waste.

Must be able to use POS machine, close out the POS terminal, balancing the cash drawer, filling out all paperwork necessary to accurately account for sales.

Check in deliveries and verify received goods match invoices from vendors.

Work in other departments when needed and perform other duties as assigned.

# Pottawattamie County, Iowa

## Class Description

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### Minimum Qualifications

Must be eighteen (18) years old at the time of hire and have prior kitchen experience.

Must have prior experience handling a cash drawer and using a register.

### Special Qualifications

Previous experience working in a kitchen.

Previous experience planning a menu and ordering ingredients.

Familiarity with kitchen sanitation and safety regulations.

Excellent organizational skills

Ability to manage a team

Flexibility to work during evenings, weekends, and holidays

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### Job Specifications

Experience working in the food industry as a kitchen manager is preferred. Kitchen experience of at least 2 years is required. General knowledge of, and ability to manage a kitchen and staff

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the general public.

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### Working Conditions

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

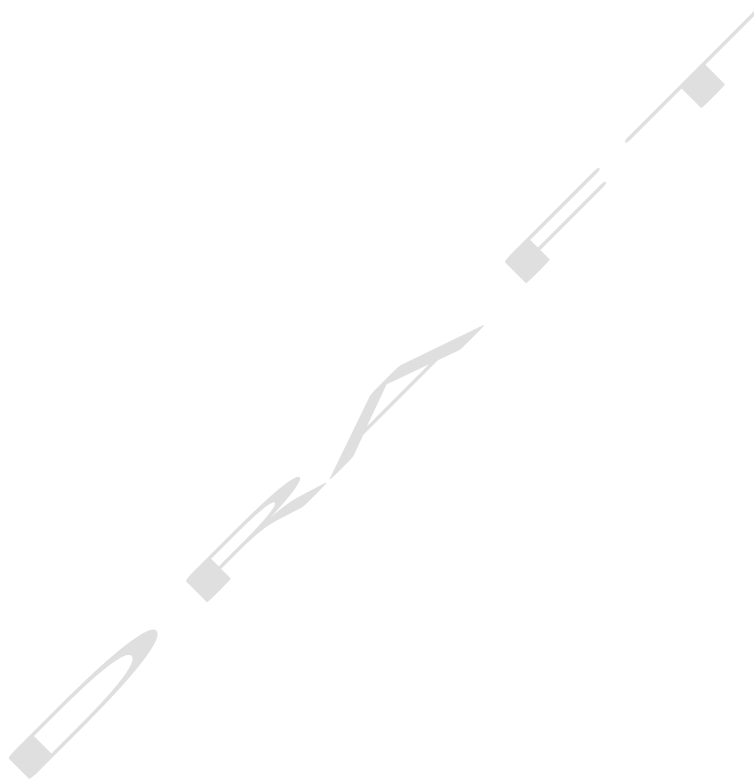
An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job

# Pottawattamie County, Iowa

## Class Description

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.



Pottawattamie County, Iowa  
Class Description



**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Kitchen Staff Team Lead.**

**Pottawattamie County, Iowa**  
Class Description

**Title:** Kitchen Staff Team Lead

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$12-\$14

**Updated:** 10/07/2022

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**General Definition of Work**

This is a part time, seasonal kitchen Staff Team Lead position that runs through the duration of the ski season. The person in this role will assist the Kitchen Manager to supervise the daily food and beverage operations. The Kitchen Staff Team Lead will work with the Kitchen Manager and Site manager to ensure food and beverage operations run smoothly and efficiently.

**Essential Functions**

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Assist in the training of kitchen staff on all aspects of the food and beverage operations. This will include the use of the POS System, all kitchen equipment, sanitation, and proper food preparation and presentation.

Must be able to work independently and perform all opening and closing tasks without supervision.

Assist in ensuring that inventory is taken properly and in a timely fashion. Assist the Kitchen Manager in creating order lists. This will include but is not limited to, food, beverages, cleaning supplies, condiments, utensils, food safety items etc.

Follow and maintain all sanitation and safety standards as outlined by law. This will include employee health and personal hygiene, proper food storage, and labeling of food, as well as sanitization of kitchen equipment and prep areas.

Assist the Kitchen Manager to ensure that the facility is maintained in accordance with the Iowa Food Code.

Supervise food prep and cooking, check food for presentation, temperature, and portion sizes.

Supervise employees during all aspects of kitchen operations. This will include but is not limited to, opening, prep work, side work, closing duties and POS close out.

Use the POS system to take orders from guests.

Prep Kitchen for opening which includes but is not limited to, lighting fryers, prepping food for service, preparing hot drinks for service (coffee maker, hot cocoa machine), stocking coolers and snacks, refilling condiments and silverware, stocking napkins.

Closing the kitchen which includes but is not limited to, turning fryers off, storing all food properly with correct labeling and dates, cleaning and sanitizing kitchen equipment, cleaning food prep areas properly, sweeping and mopping of kitchen floor. Cleaning dining area by vacuuming, wiping tables, counters, stanchions.

Commented [JF1]: Cash handling, drawer balancing?

Commented [CA2R1]: Added info regarding pos close out below.

## **Pottawattamie County, Iowa**

### **Class Description**

Close out the POS terminal and balance the cash drawer, filling out all paperwork necessary to accurately account for sales.

Assist Kitchen Manager in checking in deliveries and verify received goods match invoices from vendors.

Work in other departments when needed and perform other duties as assigned.

#### **Minimum Qualifications**

Must be eighteen (18) years old at the time of hire.

#### **Special Qualifications**

Previous experience working in a kitchen preferred.  
Familiarity with kitchen sanitation and safety regulations.  
Ability to communicate effectively with team members and guests.  
Ability to supervise other team members.  
Flexibility to work during evenings, weekends, and holidays.

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#### **Job Specifications**

Previous experience working in a kitchen.

General knowledge of, and ability to supervise kitchen and staff.  
Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the general public.

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#### **Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers,

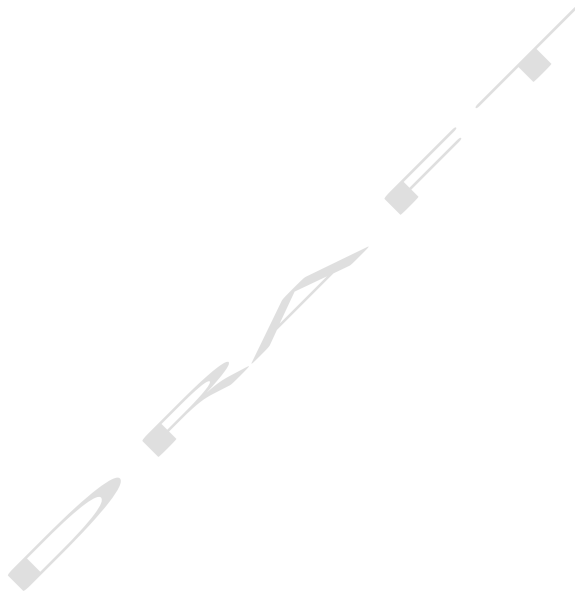
## **Pottawattamie County, Iowa**

### **Class Description**

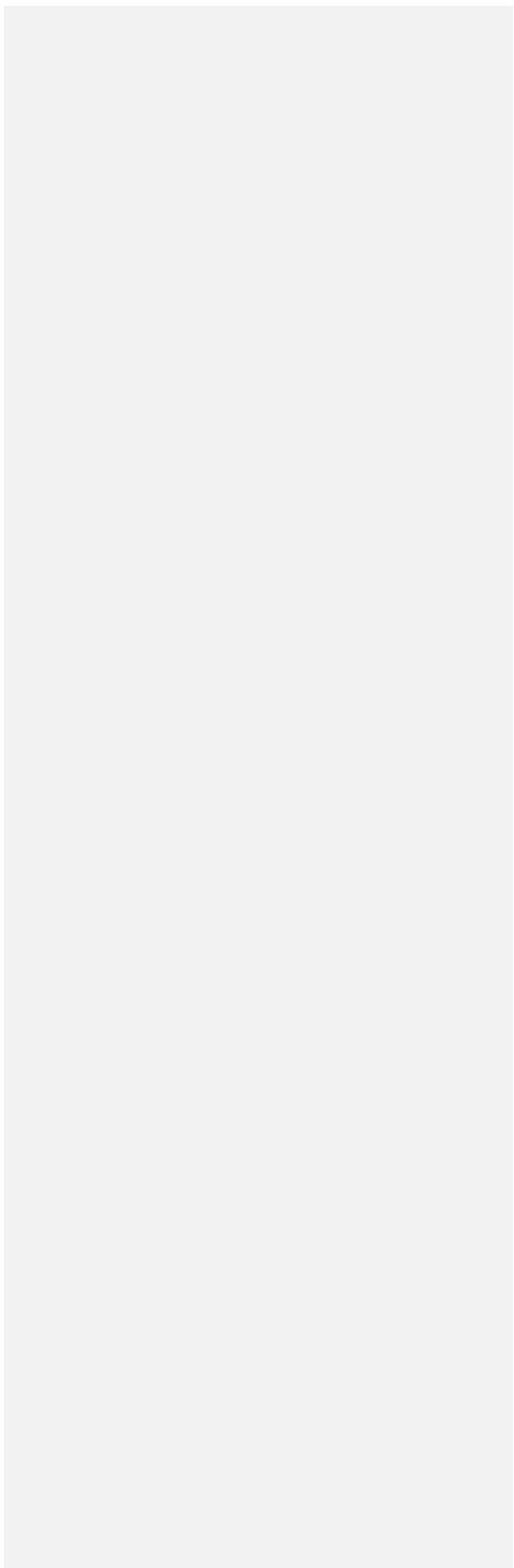
hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.



Pottawattamie County, Iowa  
Class Description



**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Kitchen Staff Team Member.**

Pottawattamie County, Iowa  
Class Description

**Title:** Kitchen Staff Team Member

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$11-\$12

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal kitchen Staff Team Member position that runs through the duration of the ski season. The person in this role will work under the supervision of the Kitchen Manager and Kitchen Staff Team Lead. Perform the daily food and beverage operation tasks.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Assist in ensuring that inventory is taken properly and in a timely fashion. Assist the Kitchen Manager in creating order lists. This will include but is not limited to, food, beverages, cleaning supplies, condiments, utensils, food safety items ect.

Follow and maintain all sanitation and safety standards as outlined by law. This will include employee health and personal hygiene, proper food storage, and labeling of food, as well as sanitization of kitchen equipment and prep areas.

Perform food prep and cooking duties. check food for presentation, temperature, and portion sizes.

Use the POS system to take orders from quests.

Prep Kitchen for opening which includes but is not limited to, lighting fryers, prepping food for service, preparing hot drinks for service (coffee maker, hot cocoa machine), stocking coolers and snacks, refilling condiments and silverware, stocking napkins.

Closing the kitchen which includes but is not limited to, turning fryers off, storing all food properly with correct labeling and dates, cleaning and sanitizing kitchen equipment, cleaning food prep areas properly, sweeping and mopping of kitchen floor. Cleaning dining area by vacuuming, wiping tables, counters, stanchions.

Close out the POS terminal and balance the cash drawer, filling out all paperwork necessary to accurately account for sales.

Assist Kitchen Manager and Kitchen Staff Member Lead in checking in deliveries and stocking items correctly.

Perform dining area cleanup as required as well as restroom cleaning. This includes but isn't limited to, vacuuming, wiping tables and counters, taking trash out, cleaning trash bins, moping restroom floors, cleaning sinks, toilets and walls, dusting, restocking restroom items.

Work in other departments when needed and perform other duties as assigned.

Pottawattamie County, Iowa  
Class Description

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**Minimum Qualifications**

Must be eighteen (18) years old at the time of hire.

Must have reliable transportation to and from the ski area.

**Special Qualifications**

Previous experience working in a kitchen preferred.

Must have reliable transportation to and from the ski area.

Ability to communicate effectively with team members and guests

Flexibility to work during evenings, weekends, and holidays

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**Job Specifications**

Previous experience working in a kitchen preferred, but not necessary.

General knowledge of, and ability to prep and prepare food for guests.

Ability to use a computer.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance



Pottawattamie County, Iowa  
Class Description

vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Rental Shop Manager.**

# Pottawattamie County, Iowa

## Class Description

**Title:** Rental Shop Manager

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$14-\$16

**Updated:** 10/07/2022

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### General Definition of Work

This is a full time, seasonal Rental Shop manager position that runs through the duration of the ski season. The person in this role will supervise the equipment rental operation. The Rental Shop Manager will work with the Site manager to ensure the equipment rental shop performs to meet the expectations of guests, while keeping guest safety a priority.

### Essential Functions

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*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

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Set up the rental shop at the beginning of winter season.

Oversee the equipment rental operation in all facets.

Perform opening and closing procedures for Rental Shop daily.

Maintain a neat and well displayed rental shop daily.

Assist in the hiring and training of the seasonal Rental Shop employees.

Responsible for scheduling of Rental Shop employees to meet demand based on hours of operation, special events, and level of business. Collaboration with other departments and Site Manager for creating more functional schedules.

Supervise rental staff members, including supervision of daily activities and operations within the rental shop based on demand.

Maintain accurate inventory records of all rental equipment pre-season, during season, and post season.

Assist guests with all aspects of rental experience, including but not limited to, selecting rental equipment, completing rental forms, and adjusting rental equipment appropriately.

Manage pre-season, mid-season and accident binding testing as well keeping the rental fleet tuned.

Help to organize and manage the rental equipment, perform post-accident testing and can teach these aspects to all Rental Shop staff.

Be well-informed of all resort information, work closely with other departments to collaborate on business levels, group business & special events.

Accurately fitting guests with rental equipment including skis, snowboards, helmets, and boots

# Pottawattamie County, Iowa

## Class Description

Maintaining an orderly and clean work environment.

Tune and make repairs to skis and snowboards as required.

Operate machinery in a safe and careful manner to avoid damage to the machines and to protect from damage.

Adjusting bindings to the correct tension & DIN setting using the DIN setting charts.

Ensure proper return of all rental equipment, maintain log in/out paperwork, document all missing equipment and broken equipment.

Provide excellent customer service.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Work in other departments when needed and perform other duties as assigned.

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### Minimum Qualifications

Must be eighteen (18) years old at the time of hire.

### Special Qualifications

Prior rental shop experience is preferred as well as prior supervisor experience.

Must be reliable and punctual and have own transportation.

Work well under pressure, ability follow policies and procedures, demonstrates ability to work as a team and can foster a positive, fun, and safe work environment.

Must complete ski tech certification for applicable rental equipment manufactures. (can be completed upon hiring)

Flexibility to work during evenings, weekends, and holidays

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### Job Specifications

1-2 years of experience working in the snow sports industry, rental shop preferable.

1-2 years of experience supervising other employees.

General knowledge of, and ability to manage the Rental Shop and staff.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.

Ability to work both indoors and outdoors.

Ability to use Microsoft Office programs such as Word and Excel.

# Pottawattamie County, Iowa

## Class Description

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### **Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

Pottawattamie County, Iowa  
Class Description

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Rental Shop Team Lead.**

# Pottawattamie County, Iowa

## Class Description

**Title:** Rental Shop Team Lead

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$12-\$13

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal Rental Shop Team Lead position that run through the duration of the ski season. The Rental Shop Team Lead will work with the Rental Shop Manager and Site manager to ensure the equipment rental shop performs to meet the expectations of guests, while keeping guest safety a priority.

### Essential Functions

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*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

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Rent ski and snowboard equipment based on industry standards.

Fit boots to skiers and snowboarder's feet, select ski/snowboard length according to guest information utilizing the equipment rental form.

Assist guests with all aspects of rental experience, including but not limited to, selecting rental equipment, completing rental forms, and adjusting rental equipment appropriately.

Complete proper documentation on all rental agreement forms.

Maintain equipment, sharpening and waxing skis and snowboards as needed.

Clean shop and work areas, to maintain a safe working environment.

Check all safety equipment daily for proper function.

Use all safety equipment and procedures. Be aware of the safety of people always working around machines and equipment.

Report any existing or potential safety hazard to supervisor immediately.

Operate machinery in a safe and careful manner to avoid damage to the machines and to protect from damage.

Perform opening and closing procedures for Rental Shop daily.

Maintain a neat and well displayed rental shop daily.

Assist in the supervision of rental staff members, including supervision of daily activities and operations within the rental shop based on demand.

Help to organize and manage the rental equipment, post-accident testing.

Be well-informed of all resort information.



# Pottawattamie County, Iowa

## Class Description

Maintaining an orderly and clean work environment.

Ensure proper return of all rental equipment, maintain log in/out paperwork, document all missing equipment and broken equipment.

Provide excellent customer service.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Work in other departments when needed and perform other duties as assigned.

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### Minimum Qualifications

Must be eighteen (18) years old at the time of hire.

### Special Qualifications

Previous Rental Shop Experience preferred.

A minimum of three (6) months of customer service experience.

Retail or rental experience preferred.

Must be reliable and punctual and have own transportation.

Basic technical knowledge of skis, snowboards, boots, and bindings

Flexibility to work during evenings, weekends, and holidays

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### Job Specifications

Solid customer relations skills

Basic knowledge of mechanical principles.

Alertness, precision, problem solving, concentration, judgment, patience, oral and written communication skills are necessary abilities.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.

Ability to work both indoors and outdoors.

Basic computer skills

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### Working Conditions

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of

## **Pottawattamie County, Iowa**

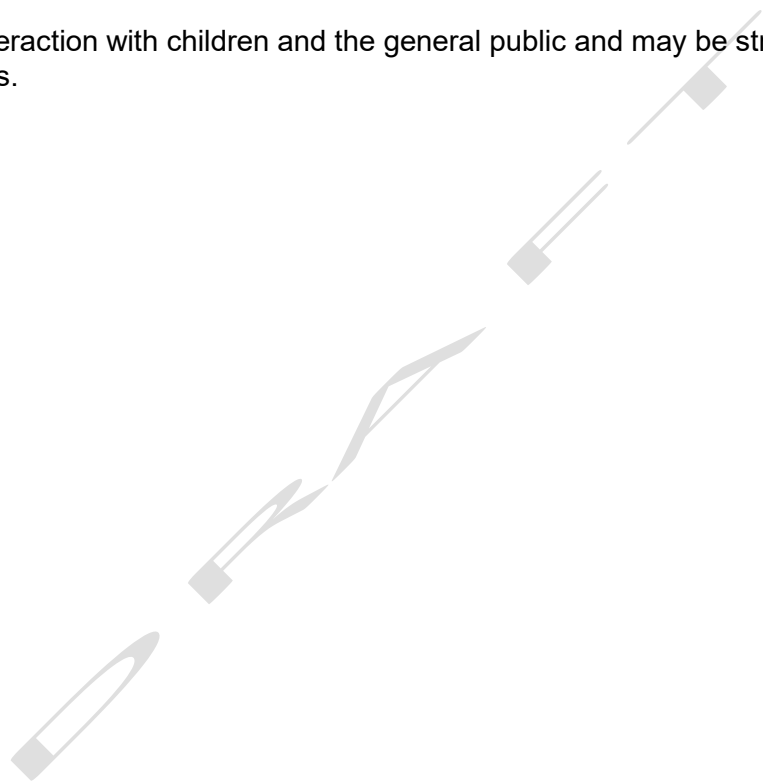
### **Class Description**

sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.



Pottawattamie County, Iowa  
Class Description

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Rental Shop Team Member.**

# Pottawattamie County, Iowa

## Class Description

**Title:** Rental Shop Team Member

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$11

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal Rental Shop Team Member position that runs through the duration of the ski season. The Rental Shop Team Member will work with the Rental Shop Team Lead, Rental Shop Manager and Site manager to ensure the equipment rental shop performs to meet the expectations of guests, while keeping guest safety a priority.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Rent ski and snowboard equipment based on industry standards.

Fit boots to skiers and snowboarder's feet, selecting correct sizes according to guest information utilizing the equipment rental form.

Assist guests with aspects of rental experience, including but not limited to, selecting rental equipment, completing rental forms.

Complete proper documentation on all rental agreement forms.

Clean shop and work areas, to maintain a safe working environment.

Check all safety equipment daily for proper function.

Always use all safety equipment and procedures. Be aware of the safety of people always working around machines and equipment.

Report any existing or potential safety hazard to supervisor immediately.

Operate machinery in a safe and careful manner to avoid damage to the machines and to protect from damage.

Perform opening and closing procedures for Rental Shop daily.

Maintain a neat and well displayed rental shop daily.

Accurately fitting guests with rental equipment helmets, and boots

Ensure proper return of all rental equipment, maintain log in/out paperwork, document all missing equipment and broken.

Provide excellent customer service, even when the work environment may become stressful and business levels are higher than average.

# Pottawattamie County, Iowa

## Class Description

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Additional tasks include but not limited to, shoveling snow on patio and deck, take out the trash, vacuum, clean the restrooms, gather equipment from outside, dry all ski and snowboard boots, put away rental equipment, wipe counters and stanchions.

Work in other departments when needed.

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### Minimum Qualifications

Must be eighteen (16) years old at the time of hire.

### Special Qualifications

A minimum of three (3) months of customer service experience.

Retail or rental experience preferred.

Must be reliable and punctual and have own transportation.

Basic technical knowledge of skis, snowboards, boots, and bindings

Flexibility to work during evenings, weekends, and holidays

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### Job Specifications

Customer relations skills

Alertness, precision, problem solving, concentration, judgment, patience, oral and written communication skills are necessary abilities.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.

Ability to work both indoors and outdoors.

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### Working Conditions

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed indoors and outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to

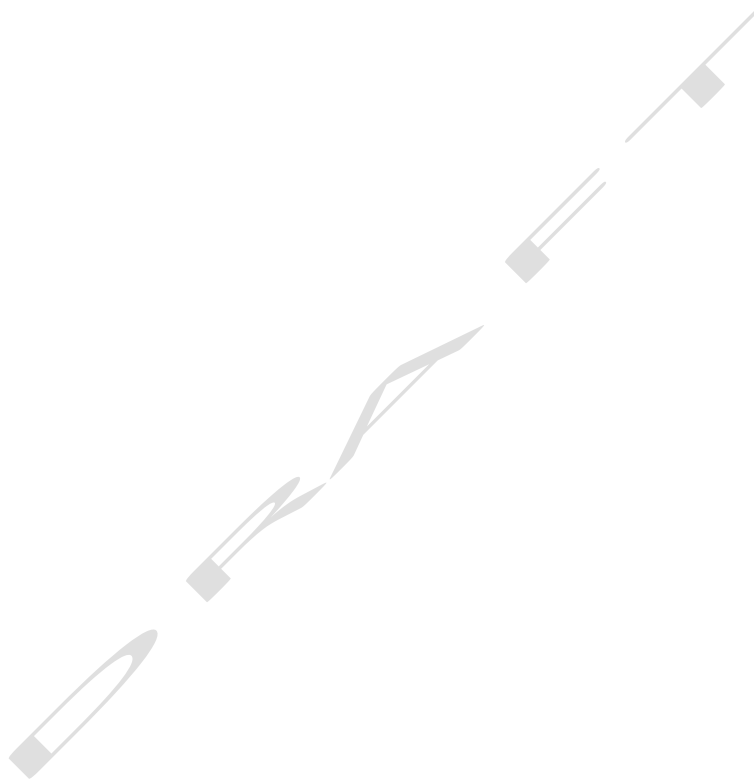
# Pottawattamie County, Iowa

## Class Description

reach, finger, handle, grasp and feel, and operate the following: computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.



Pottawattamie County, Iowa  
Class Description



**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Ticket Agent.**

Pottawattamie County, Iowa  
Class Description

**Title:** Ticket Agent

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$11-\$12

**Updated:** 10/07/2022

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### General Definition of Work

This is a part time, seasonal front office position that runs through the duration of the ski season. The person in this role will be responsible for accommodating guests ticketing needs on-site. Directly reports to the Front Office Manager.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Must be able to use POS machine, close out the POS terminal, balancing the cash drawer, filling out all paperwork necessary to accurately account for sales.

Quickly and accurately perform ticketing tasks.

Assist in keeping track off all front office supplies and retail items. Notify Front Office Manager of items needing to be restocked as quickly as possible.

Full knowledge of emergency procedures and protocols.

Assist guests with all aspects of ticketing both in person and on the phone or email, and questions pertaining but not limited to, lift tickets, rental equipment, retail merchandise, season passes, and ski and snowboard school.

Ability to perform all opening and closing tasks daily as required.

Be well-informed of all resort information, work closely with other departments to collaborate on business levels, group business & special events.

Maintaining an orderly and clean work environment.

Provide excellent customer service, even when the work environment may become stressful and business levels are higher than average.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Additional tasks include but not limited to, shoveling snow on patio and deck, take out the trash, vacuum, clean the restrooms, wipe tables and counters, clean windows, sweep/vacuum stairs, stock retail items, clean stanchions, dust.

Work in other departments when needed and perform other duties as assigned.

Pottawattamie County, Iowa  
Class Description

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**Minimum Qualifications**

Must be eighteen (16) years old at the time of hire.

**Special Qualifications**

Prior Front Office or hospitality experience is preferred.  
Must be reliable and punctual and have own transportation.  
Work well under pressure, ability to follow policies and procedures, demonstrates ability to work as a team and can foster a positive, fun, and safe work environment.  
Flexibility to work during evenings, weekends, and holidays.

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**Job Specifications**

3 months of experience working in the snow sports industry or hospitality preferred.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.

Ability to work both indoors and outdoors.

Ability to use Microsoft Office programs such as Word and Excel.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed primarily indoors and occasionally outdoors. Must have the ability to stand for long periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

Pottawattamie County, Iowa  
Class Description

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Snowmaking Team Lead.**

Pottawattamie County, Iowa  
Class Description

**Title:** Snowmaking Team Lead

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$15-\$17

**Updated:** 10/07/2022

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### General Definition of Work

This is a full time seasonal position that runs through the duration of the ski season. Perform general mechanical work in inspection, maintenance, and repairs of specialized equipment, machinery, and snowmaking machines for the ski area. Operate snowmaking machinery and supervise snowmaking team members with direction from the Site Manager. Assist Maintenance Manager with various tasks as needed and when available. Work will be performed under supervision of the Site Manager.

### Essential Functions

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*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

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Monitor, maintain, repair, and make necessary improvements to various machinery such as pumps, generators, snowcats, snowmaking machines, snowmaking sticks, as required by manufacturer's specifications.

Complete and maintain a written record of the maintenance services performed on each piece of equipment.

Supervise snowmaking team members in the operations of snowmaking at all hours. Coordinate with Site Manager to facilitate snowmaking efforts in an efficient and effective way.

Assist with chair lift operations including moving snow, operating chair lifts, and know how to use safety start and stop procedures.

Be able to safely move generators, snowmaking machines, hoses, and electrical extension cables around ski area as needed.

Ability to work with others at all times of day or night as needed to produce snow.

Assist in daily preventative maintenance inspections on snowmobiles, pickup truck, UTV, skid steer, snowmaking machines, booster pumps, and carriages.

Perform snow and ice control including running snowcat to grade and groom snow, assist in clearing sidewalks, fill ramps on lifts at both loading and unloading areas with snow.

Assist with operation and maintenance of specialized machinery including chair lifts, snowmaking machines, snowcats, and snowmobiles.

Adequately communicate all aspects of maintenance and snowmaking to the Site Manager.

Disassemble, repair, and reassemble operating parts of snowmaking machines, pumps, motors and assist with chair lifts, snowmaking equipment and other various pieces of equipment.

Pottawattamie County, Iowa  
Class Description

Must be able and willing to work flexible schedule to include early mornings, overnights, holidays, and weekends.

Work in other departments when needed and perform other duties as assigned.

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### **Minimum Qualifications**

Must be eighteen (18) years old at the time of hire.

### **Special Qualifications**

Must be reliable and punctual and have own transportation.

Be able to work in a cold environment for extended periods of time.

Strong mechanical and electrical aptitude.

Skills to be able to assist in troubleshooting and repair any ski hill machinery.

Previous experience working at a ski area with chair lifts, snowmaking machines, snowmobiles, and snowcats will be highly preferred.

Work as a team and can foster a positive, fun, and safe work environment.

Flexibility to work during evenings, weekends, and holidays

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### **Job Specifications**

High School Diploma or GED.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Knowledge of standard practices, methods, tools and materials of the mechanical trades and ski industry.

Ability to use bench and hand tools, machines, and equipment of mechanical trades.

Must be willing and able to operate as part of a team and at times assist with duties of other team members.

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### **Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Duties require the ability to tolerate indoor and outdoor work environments that include contact with dirt, dust, sun exposure, hot and cold environment, snow, and ice. Will encounter conditions where ambient noise levels are high.

Pottawattamie County, Iowa  
Class Description

Be able to work in a cold environment for an extended period. An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 100 lbs. An incumbent must also be able to use hands and arms to reach and operate shovels, rakes, power tools, and other various equipment.

Attendance at work is an essential function of this position. Work is performed mainly outdoors and requires a considerable amount of physical activity. Duties require the ability to stand for extended periods of time.

Work hours will frequently be required before or after business hours. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the public and may be stressful at times.



**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Snowmaking Team Member.**

# Pottawattamie County, Iowa

## Class Description

**Title:** Snowmaking Team Member

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/\$14-\$16 hour

**Updated:** 09/08/2022

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### General Definition of Work

This is a seasonal position that runs through the duration of the ski season. Perform minor mechanical work in inspection, maintenance, and repairs of specialized equipment, machinery, and snowmaking machines for the ski area. Operate snowmaking machinery with supervision from snowmaking team lead, Maintenance Manager, and Site Manager. Assist Maintenance Manager with various tasks as needed and available.

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

Assist with monitoring, maintaining, repairing, and making necessary improvements to various machinery such as pumps, generators, snowcats, snowmaking machines, and snowmaking sticks, as required by manufacturer's specifications.

Complete and maintain a written record of the maintenance services performed on each piece of equipment.

Assist with chair lift operations including moving snow, operating chair lifts, and know how to use safety start and stop procedures.

Assist in daily preventative maintenance inspections on snowmobiles, pickup truck, UTV, skid steer, snowmaking machines, booster pumps, and carriages.

Perform snow and ice control including running snowcat to grade and groom snow, assist in clearing sidewalks, fill ramps on lifts at both loading and unloading areas with snow.

Assist with operation and maintenance of specialized machinery including chair lifts, snowmaking machines, snowcats, and snowmobiles.

Adequately communicate all aspects of maintenance and snowmaking to the Snowmaking Team Lead.

Must be able and willing to work flexible schedule to include early mornings, overnights, holidays, and weekends.

Work in other departments when needed and perform other duties as assigned.

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### Minimum Qualifications

Must be eighteen (18) years old at the time of hire.

# Pottawattamie County, Iowa

## Class Description

### Special Qualifications

Must be reliable and punctual and have own transportation.  
Be able to work in a cold environment for extended periods of time.  
Previous experience working at a ski area with chair lifts, snowmaking machines, snowmobiles, and snowcats preferred.  
Work as a team and can foster a positive, fun, and safe work environment.  
Flexibility to work during evenings, weekends, and holidays

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### Job Specifications

High School Diploma or GED  
Ability to communicate effectively, both orally and in writing.  
Ability to understand and follow both oral and written instructions.  
Ability to use bench and hand tools, machines, and equipment of mechanical trades.  
Must be willing and able to operate as part of a team and at times assist with duties of other team members.

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### Working Conditions

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Duties require the ability to tolerate indoor and outdoor work environments that include contact with dirt, dust, sun exposure, hot and cold environment, snow, and ice. Will encounter conditions where ambient noise levels are high.

Be able to work in a cold environment for an extended period. An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 100 lbs with assistance. An incumbent must also be able to use hands and arms to reach and operate shovels, rakes, power tools, and other various equipment.

Attendance at work is an essential function of this position. Work is performed mainly outdoors and requires a considerable amount of physical activity. Duties require the ability to stand for extended periods of time.

Work hours will frequently be required before or after business hours. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

**Pottawattamie County, Iowa**  
Class Description

Work requires interaction with children and the public and may be stressful at times.

DRAFT

**Jana Lemrick/Director, Human Resources  
and Jeff Franco/Deputy Director,  
Conservation**

**Discussion and/or decision to approve Job Description  
for Chair Lift Operator.**

Pottawattamie County, Iowa  
Class Description

**Title:** Chair Lift Operator

**FLSA Status:** Non-Exempt

**Department:** Conservation

**Job Code:**

**Bargaining Unit/Grade:** None/13-\$14

**Updated:** 10/07/2022

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### General Definition of Work

This is a seasonal position that runs the duration of the ski season. Responsible for operating a chair lift and assisting guests to safely get on and off the chair lift. Meet the expectations of guests, while keeping guest safety a priority. Maintain snow surface at loading and unloading areas as needed. The person in this position is overseen by the Site Manager and the Mechanical Operations and Maintenance Manager.

### Essential Functions

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*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

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Preparing loading and unloading ramps both before the lift opens for guests and after it's closed.

Dress accordingly to be able to perform job duties all day in an outdoor environment during the winter months.

Perform correct procedures for starting, slowing, and stopping the chairlift. Ability to make very quick decisions for safe operations for guests.

Assist small children when requested by adults. Help both adults and children safely get on and off the chair lift.

Place stanchions and rope lift mazes to help facilitate crowd flow in and orderly fashion.

Install safety signs before chair lift opens and remove after closing.

Must be polite and helpful to all guests regardless of their ski/snowboard ability level.

Work in other departments when needed. Perform other duties as assigned.

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### Minimum Qualifications

Must be eighteen (18) years old at the time of hire.

### Special Qualifications

Must be reliable and punctual and have own transportation.

Be able to work in a cold environment for extended periods of time.

Work as a team and can foster a positive, fun, and safe work environment.

Flexibility to work during evenings, weekends, and holidays

Pottawattamie County, Iowa  
Class Description

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**Job Specifications**

General knowledge of skiing and snowboarding as well as a chair lift.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships and good rapport with individuals of all ages including supervisors, colleagues, children, and the public.

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**Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed mainly outdoors and requires a considerable amount of physical activity. Duties require the ability to stand for extended periods of time.

Be able to work in a cold environment for an extended period. An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also be able to use hands and arms to reach and operate shovels, rakes, power tools, and equipment.

Work hours may occasionally be required before or after business hours. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the public and may be stressful at times.

**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: \_\_\_\_\_

Department: \_\_\_\_\_

Destination: \_\_\_\_\_

Date of Travel: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Name of Elected Official/Department Head Authorizing Travel: \_\_\_\_\_

**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) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage	Airfare	
Lodging			
Meals: Breakfast	Included	Not Included	
Lunch	Included	Not Included	
Dinner	Included	Not Included	
Conf./Seminar Fee			
Other:			
Total Estimated Cost			

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: Megan Albers

Department: Jail

Destination: Hudson Wisconsin

Date of Travel: FROM: September 27 TO: September 30 2022

Name of Elected Official/Department Head Authorizing Travel: Sheriff Brown

**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 This is our jail vendor for all inmate communication/money

**2 Non-Conference Travel**

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

Conference Name (Please give complete name) Turnkey Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input checked="" type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 292.75
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 30.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 26.00
Conf./Seminar Fee			\$ 0.00
Other:			
<b>Total Estimated Cost</b>			<b>\$ 348.75</b>

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: Kayla Smeal

Department: Jail

Destination: Hudson Wisconsin

Date of Travel: FROM: September 27 TO: September 30 2022

Name of Elected Official/Department Head Authorizing Travel: Sheriff Brown

**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 This is our jail vendor for all inmate communication/money

**2 Non-Conference Travel**

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

Conference Name (Please give complete name) Turnkey Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input checked="" type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 292.75
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 30.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 26.00
Conf./Seminar Fee			\$ 0.00
Other:			
<b>Total Estimated Cost</b>			<b>\$ 348.75</b>

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: Shannon Holman

Department: Jail

Destination: Hudson Wisconsin

Date of Travel: FROM: September 27 TO: September 30 2022

Name of Elected Official/Department Head Authorizing Travel: Sheriff Brown

**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 This is our jail vendor for all inmate communication/money

**2 Non-Conference Travel**

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

Conference Name (Please give complete name) Turnkey Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input checked="" type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 292.75
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 30.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 26.00
Conf./Seminar Fee			\$ 0.00
Other:			
Total Estimated Cost			\$ 348.75

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.

## Fee Book (09/01/2022 - 09/30/2022)

Criteria: {FMXFUS01\_RPT\_POTT.TndrDate} >= #09/01/2022# AND {FMXFUS01\_RPT\_POTT.TndrDate} <= #09/30/2022#

	<u>Count</u>	<u>Total Fund Amount</u>
<b>Recording Fees</b>		
RMA	1162	\$1,167.00
E-Commerce	1162	\$1,167.00
Audit	348	\$1,870.00
Recording	1162	\$27,250.00
County Transfer Tax	192	\$13,866.41
State Transfer Tax	192	\$66,519.99
Photo Copies	25	\$372.00
<b>Total For Recording Fees</b>	<b>4243</b>	<b>\$112,212.40</b>
<b>Other Fees</b>		
COUNTY PASSPORT APPLICATION FUND	43	\$6,923.90
<b>Total For Other Fees</b>	<b>43</b>	<b>\$6,923.90</b>
<b>Boats</b>		
Boat Writing	20	\$152.50
Boat State	19	\$1,965.35
Boat Title County	13	\$160.00
Boat Title State	13	\$208.00
Boat Liens State	6	\$45.50
Use Tax	18	\$22,519.81
Boat Lien County	6	\$35.00
Road Pass	16	\$2,150.00
DNR Postage	12	\$31.00
<b>Total For Boats</b>	<b>123</b>	<b>\$27,267.16</b>
<b>Hunt and Fish</b>		
Hunt Fish County	3	\$3.50
Hunt Fish State	3	\$267.50
<b>Total For Hunt and Fish</b>	<b>6</b>	<b>\$271.00</b>
<b>ELSI</b>		
ELSI Couny	41	\$590.00
ELSI State	21	\$2,833.00
<b>Total For ELSI</b>	<b>62</b>	<b>\$3,423.00</b>
<b>Vitals</b>		
Cert Copy County	58	\$2,480.00
Cert Copy State	58	\$6,820.00
Marriage County	77	\$308.00
Marriage State	77	\$2,387.00
Three Day Waiver	1	\$5.00
<b>Total For Vitals</b>	<b>271</b>	<b>\$12,000.00</b>
Collected Total:		\$162,097.46
Charged Total:		\$35.00
<b>Grand Total:</b>		<b>\$162,132.46</b>

# Recorder

MR #	43760	Sep-22		ck# 5275	
Amount	Account #	Account Name			
\$2,788.00	0001-1-07-8110-413000-000	Vital Records			
\$1,167.00	0024-1-07-8110-400001-000	RMA			
\$590.00	0001-1-07-8110-409000-000	ELSI			
\$13,866.41	0001-1-07-8110-404000-000	Transfer Tax			
\$27,622.00	0001-1-07-8110-400000-000	Office Fees			
\$1,870.00	0001-1-07-8110-410000-000	Auditor Fees			
\$152.50	0001-1-07-8110-402000-000	Boat Writing Fee			
\$35.00	0001-1-07-8110-402000-000	Boat Liens			
\$6,923.90	0001-1-07-8110-414000-000	Passports			
\$31.00	0001-1-07-8110-415000-000	DNR Boat Postage			
\$2,150.00	0001-1-07-8110-407000-000	ATV ROADPASS			
\$3.50	0001-1-07-8110-417000-000	Hunting/Fishing License			
<b>\$57,199.31</b>	<b>Total</b>	<b>Checks prepared by: M.H.</b>			

*Lynn Herrington, Deputy*

# Public Comments

**Closed Session**