

Consent Agenda

March 7, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. February 28, 2023, Minutes as read.
- B. Renewal of Class C Liquor License (LC) (Commercial), granting privileges of Class C Liquor License (LC) Commercial/Outdoor service for NW Pottawattamie County Golf Association, Inc. d/b/a Quail Run Country Club, Neola.
- C. New Ownership of Class C Liquor License (LC) (Commercial) , granting privileges of Class C Liquor License (LC)/Outdoor Service for Prairie Crossing Vineyard and Winer, LLC d/b/a Prairie Crossing Winery, Treynor.
- D. Renewal of Class C Liquor License, granting privileges of Class C Liquor License (LC)/Outdoor Service/Sunday Sales for Grand Mac LLC d/b/a Mile A Way Hall & Tavern, Council Bluffs.
- E. Renewal of Class C Liquor License, granting privileges of Class C Liquor License (LC)/Outdoor Service for BT Links LLC d/b/a Bent Tree Golf Club, Council Bluffs.
- F. Renewal of Class B Native Wine Liquor License, granting privileges of Class B Native Wine Liquor License/Sunday Sales for Olive Branch Inc d/b/a Olive Branch, Council Bluffs.
- G. February 2023 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Miller, second by Belt, to open public hearing on Pottawattamie County's Maximum Property Tax Levy for Fiscal Year Ending June 30, 2024.

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

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

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

Motion by Wichman, second by Miller, to approve and authorize Board to sign **Resolution No. 18-2023**, a Resolution to Approve Pottawattamie County's Maximum Property Tax Levy for Fiscal Year Ending June 30, 2024. Said Resolution is set out as follows:

RESOLUTION NO. 18-2023

A Resolution Approving Pottawattamie County's Property Tax Levy for Fiscal Year Ending June 30, 2024.

WHEREAS, the Pottawattamie County Board of Supervisors have considered the proposed fiscal year ending June 30, 2024, County maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed County maximum property tax dollars was published as required and posted on the Pottawattamie County web site and social media accounts, where applicable; and

WHEREAS, a public hearing concerning the proposed Pottawattamie County maximum property tax dollars was held on March 7, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Pottawattamie County Board of Supervisors that the maximum property tax dollars for the affected tax levies for fiscal year ending June 30, 2024, shall not exceed the following total:

Total maximum levy for affected property tax levies for General Services \$41,616,001; and for Rural Services \$6,880,242.

The maximum property tax dollars requested in the total maximum levy for the affected property tax levies for fiscal year ending June 30, 2024, does represent greater than 102% of the maximum property tax dollars requested for current fiscal year ending June 30, 2023.

Dated this 7th day of March, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Wichman, second by Belt, to approve the Public Health Administrator to sign the 5-year agreement with Patagonia Health for electronic medical records.
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve final payment and authorize Chairman to sign final voucher to Jensen Construction Company for Project BRS-SWAP-CO78(195)—FF-78.
UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Jana Lemrick/Director, Human Resources appeared before the Board to discuss the appointment of a representative to the Southern Iowa Regional Housing Authority (SIRHA) Board of Commissioners. Discussion only. No action taken.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

- A. Report(s):
 - 1) Sheriff’s Report of Fees Disbursed and Collected for January 2023.
 - 2) Recorder Fee Book for February 2023.
- B. Salary Action(s):
 - 1) Communications – Payroll status change for Elizabeth Sanders.

6. PUBLIC COMMENTS

Donna Dykstra appeared before the Board to discuss how bids are received.

7. CLOSED SESSIONS

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

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

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

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

8. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:32 A. M

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: March 14, 2023

PUBLISH: X

Scheduled Sessions



Board of Trustees of the C & R Levee and
the Coulthard Levee Drainage Districts
Located in Pottawattamie and Harrison
County Iowa

BOARD OF SUPERVISORS' HEARING ROOM
POTTAWATTAMIE COUNTY COURTHOUSE, 2nd Floor
227 SOUTH 6TH STREET
COUNCIL BLUFFS, IOWA 51501

AGENDA

Tuesday, MARCH 14, 2022

How to Participate in this meeting:

- In Person
- Telephone Conference Call: (712) 328-5848
- YouTube: <https://www.youtube.com/channel/UCeP9ZQIBgMpuSyOprlyMl6g>

- A. Approval of minutes, January 10, 2023, for the Coulthard Levee District and the C & R Levee District meeting.**
- B. Approval of payment for crop damages to Don Brothers & Otto Family Farms, LLC, for the Coulthard Levee District.**
- C. Approval of report on off-site fill material for the C & R Levee District.**

Linda Swolley/Tax & Deed
Specialist, Auditor's Office

Board Meeting as Trustees of Coulthard and
C & R Levee District

**Discussion and/or decision to approve the minutes from
January 10, 2023, for the Coulthard Levee District and
the C & R Levee District meeting.**

MELVYN J HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S 6TH ST, PO BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Linda Swolley-Drainage Clerk
Phone (712) 328-5700
FAX (712) 328-4740

January 10, 2023, at 10:00 A.M.

Present: Scott Belt, Tim Wichman, Brian Shea, Susan Miller and Jeff Jorgensen, Pottawattamie County trustees.

Trustees of the Coulthard Levee Drainage District and Trustees of the C & R Levee District:

The drainage clerk presented the board minutes dated December 20, 2022, motion by Belt, second by Wichman.

UNANIMOUS VOTE. Motion Carried.

Trustees of the C & R Levee District:

Approving payment of the invoice in amount of \$58,198.48 to Bolton & Menk, Inc, motion by Wichman, second by Miller.

UNANIMOUS VOTE. Motion Carried.

Linda Swolley, Clerk
Pottawattamie County Auditor's Office
227 South 6th Street
Council Bluffs IA 51501
712-328-5700

Linda Swolley/Tax & Deed
Specialist, Auditor's Office

Board Meeting as Trustees of Coulthard and
C & R Levee

Discussion and/or decision to approve invoice from Bolton and Menk Inc. for the crop damage due to the construction to landowners.

Linda Swolley

From: Liz Lenz <llez@harrisoncounty.iowa.gov>
Sent: Thursday, March 9, 2023 1:50 PM
To: Linda Swolley
Subject: RE: Coulthard

CAUTION External Message: Double check full sender address before you click links or open attachments. If you suspect a phishing attempt, contact the IT Dept.

No, they don't meet until Monday, due to ISAC Spring Conference, and all it will say is Claims, as presented, were approved by the Board.

Elizabeth Lenz, Clerk
Harrison County Auditor's Office
111 N 2nd Ave
Logan IA 51546
712.644.2401 Auditor
712.644.2185 Drainage
712.644.2643 Fax

**** Note – My email address has changed to llez@harrisoncounty.iowa.gov. Please update your records.**

From: Linda Swolley <Linda.Swolley@pottcounty-ia.gov>
Sent: Thursday, March 9, 2023 1:44 PM
To: Liz Lenz <llez@harrisoncounty.iowa.gov>
Subject: Coulthard

Liz,

Do you have something showing your board approval payment for Don Brothers & Otto from last Thursday?

Thank You and Have a Great Day!

Linda Swolley

Pottawattamie County Auditor's Office
Real Estate
227 South 6th Street
Council Bluffs, Iowa 51501
712-328-5700, EXT 3056





Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

January 26, 2023

Pottawattamie County Board of Supervisors
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, IA 51501

Re: Coulthard Levee Crop Damages
Coulthard Drainage District No. 2
Harrison & Pottawattamie Counties, Iowa
Project No. A16.121413

Coulthard Trustees:

The Coulthard project has come to a halt; therefore, we have released retainage for the contractors and recommend paying crop damages for the lands damaged during the construction.

The only land owners with crop damages due the construction were Brothers, and Otto. The construction required hauling borrow through the crop fields causing serious compaction and removal of topsoil on the area affected during 2021 and 2022. In 2020, easement for the borrow area was purchased, we have enclosed that letter for reference.

We met with Don Brothers, and he provided scale tickets comparing the area where crops were damaged in 2021 and 2022 to similar areas in his field. Soybeans were planted in both years. Comparing these soybeans yields of the affected area vs. the comparable area; for 2021 there was a yield loss of 54.2 bushels per acre, and for 2022 a yield loss of 39.4 bushels per acre. The work area damaged was determined in 2020 to be 6.5 acres including the scour filled area. The rest of the damaged area was within the easements purchased in 2020. Taking the loss potential yield multiplied by the number of acres, there was a loss of 609 bushels. We assumed a price of \$15.00/bushel for soybeans in line with current prices. This totals the loss at \$9,135.00. Don Brothers has requested the payments be split 75% to him and 25% to Otto to match their crop share lease agreement.

It should be noted that the area is planned to be a borrow site for the New Levee District, however, if it is not purchased for that purpose additional compensation will need to be made to break compaction and build topsoil on the site. This compensation will be discussed at a later date if need be.

Sincerely,

Bolton & Menk, Inc.

Jonathan P. Rosengren
Project Manager

2022

Tyson Elevator

200 North 10th Blair, NE 68008 Ph. (402) 426-4133

Soybeans - Inbound

WN=I00025604

Customer Copy
Ticket Number
00029949

10/06/2022

Customer Number - DISCOV
DISCOVERY FARM
DON BROTHERS/OTTO FARM FARM LLC

Vehicle - PUP

Driver - MIKE

OFF

Weights - 10/06/22 - JJ	Remarks/Instructions	Factor Code	Grade	Disc/Bu.	Shrink	Other Discounts
12:32 Gross 61060		Test Weigh	56.4			Minimum Storage.1200
12:58 Tare 28780		Moisture	9.6			
Net 32280		Damage				
Grs Bu. 538.00		F.M.				
		Splits				
	Bin - 04					

513 Bu/ac Regular - 1000 - 308 Bu

~~113~~ Bu/ac Top Soil Loss - ~~113~~ Bu/ac - 230 Bu

2/2

2/9

39.4 Bu/Ac loss

2021

03:21 PM Heartland Co-op 11/11/21

04:01 PM Heartland Co-op 11/11/21

MISS.V.-EA MISSVALLEY Ticket 63 130170
 Weigh Master JM
 Delivery # 69007 Load # 00000
 Farm Name Brothers75/Otto25-Borrow Pit **603 Bu**
 Customer Name
 88547 BROTHERS, DON 75.00 In/Out Driver Commodity
 35203 OTTO FAMILY FARMS LLC 25.00 IN ON SOYBEANS

MISS.V.-EA MISSVALLEY Ticket 63 130172
 Weigh Master JM
 Delivery # 69007 Load # 00000
 Farm Name Brothers75/Otto25-Borrow Pit
 Customer Name
 88547 BROTHERS, DON 75.00 In/Out Driver Commodity
 35203 OTTO FAMILY FARMS LLC 25.00 IN ON SOYBEANS

Gross 27,760 15:05 Gross Bushels 212.00
 Tare 15,040 15:21
 Net 12,720

Gross 41,040 15:52 Gross Bushels 391.00
 Tare 17,580 16:01
 Net 23,460

T/W 54.9 MS 12.8 *
 DM 2.0 F/M 1.0

T/W 56.0 MS 12.8 *
 DM 2.0 F/M 1.0 RED BROTHERS TRUCK

MON-SAT: 7:00AM-7:00PM SUN:11AM-5PM
 OFFICE: 712-642-2801 712-600-4029

MON-SAT: 7:00AM-7:00PM SUN:11AM-5PM
 OFFICE: 712-642-2801 712-600-4029

By accepting this scale ticket the above named Producer is entering into a storage agreement with Heartland Co-op. The Producer represents and warrants their lender has given the Producer Actual or Apparent Authority to enter into agreements governed by grain storage tariffs and grain quality pricing publications.

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*Keyed entry Ticket Copy 1

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219 Acre
212 Bushels
211 Bu/Acre

6 Acre
391 Bushels
65.1 Bu/Ac

54.2 Bu/Ac loss

16 ac
219

6 ac



Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

August 4, 2021

Harrison & Pottawattamie County Boards of Supervisors
Harrison County Courthouse
111 North 2nd Ave
Logan, Iowa 51546

RE: Borrow Easements and 2020 Damages
Coulthard Levee District
Project No.: A16.121413

Dear Board Members:

Work began on the Coulthard Levee repairs in fall of 2020. The work progressed by construction of the new ring levee outside DeSoto NWR on a new easement area purchased from Don Brothers on October 8, 2020. In December 2020, the USFWS issued a cease-and-desist letter preventing the contractor from entering the district's easements on the refuge. At that time the contractor demobilized, with the intent to return once the issues were resolved. As the project delay has extended, Don Brothers has requested that the damages to date be reported so that record is made for the early work on the project.

Final Brother's Easement Area

We have attached the map and agreement which was signed by Don and the board in October. Because the property survey had not yet been completed, the board authorized only 90% of the agreed value be paid at that time with final correction made later. That agreement split the acquisition into 2 separate pieces, one for the ring levee relocation and the second for the borrow material to be used for construction.

Ring Levee Easement – The planned ring levee easement area was 2.99 acres as shown on the map and the agreement. After the final survey, the final area of this easement was found to be 2.77 acres. Using the agreed upon \$10,000 per acre gives a value of \$27,700 of which \$26,910 was paid in 2020. We recommend the board release the remaining payment of **\$790** for the ring levee easement.

Borrow Easement (Brothers) – The second easement area was purchased as a source for fill material for the ring levee repair. The agreed upon \$6,250 per acre was arrived at using the same \$10,000 per acre used for the ring levee easement, less an assumed \$250 per acre FSA CRP payment spread over 15 years.

The area proposed for acquisition was 8.60 acres, with final survey finding the easement within the Brothers property to be 8.34 acres. Using the agreed upon \$6,250 per acre gives a value of \$52,125, of which \$48,375 was paid in 2020. We recommend the board release the remaining **\$3,750** be released to Don Brothers

Borrow Easement (Otto) – During the final property boundary survey, it was found that the parcel boundaries shown in the GIS data were off by approximately 45 feet in this area. Because of the rush to get the easement purchased before construction began, the final survey was completed after the borrow had been taken. This survey found that a portion of the neighboring Otto property had already been taken as borrow and the landowner should be compensated and the easement for that area purchased. The

survey found 0.46 acres of easement should be purchased from the Otto property. Assuming the same \$6,250 per acre as the Brothers property, we recommend a payment of \$2,875 be made to the owner.

Borrow Easement Compensation Rate

During the negotiations with Don Brothers regarding the borrow area compensation, it was assumed that a CRP payment of \$250 per acre per year would be reasonable based upon other recent CRP contracts we had seen. After the agreement was signed, Don reached out to the FSA regarding payment. The per acre per year price returned by FSA was \$185 per acre per year, or \$65 per acre less than assumed. The reduction in FSA payment equates to a reduced land price of \$8,131.50 for the Brother's Property and \$448.50 for the Otto Property.

While the district is under no obligation to increase the compensation to account for the changed contract rate, we recommend that both payments be authorized to make the owners as whole as possible.

2020 Crop Damages

The work that was completed in the fall of 2020 largely extended beyond the easements held by the district, which is normal for drainage work in Iowa. The remedy is the payment of crop damages for lands outside the easement. The value of those damages will be set during the completion hearing at the end of the project. Because the end date is unknown at this time, Don has requested that we report the acres damaged to date to make the record clear for that hearing.

The work in the Fall of 2020 began after crop-out and so all damages for 2020 will be related to compaction and restoration. The attached map shows the area found to be disturbed by the work in 2020, totaling 20.28 acres of cropland. Of the total, all but 5.85 acres are within existing or newly purchased easements and are not eligible for crop damages. The remaining 5.85 acres is divided between both Don Brothers (5.48 acres) and the Otto property (0.37 acres) and will be considered for damage compensation at the completion hearing at the end of the project.

Spring 2021 Damage Restoration

The cease-and-desist letter abruptly ended all work at the Coulthard levee. Because of the suddenness of the shut-down, and the belief that the issues would be resolved before the 2021 planting season, final grading was not completed on the Brothers property. To make the property farmable for the 2021 crop year, Olson Contracting was engaged to restore the site. The total cost of the restoration is \$15,355.00 as shown on the attached invoice.

Without this restoration, two landowners would be asked to bear the brunt of the costs for delays caused by the FWS cease and desist. We recommend these costs be paid by the district to remove that financial burden from the landowner


Summary

To summarize the costs listed above, we recommend the following schedule of payments be made at this time:

Brothers:	\$12,671.50
Otto:	\$ 3,323.50
Olson Contracting:	<u>\$15,355.00</u>
Total:	<u>\$31,550.00</u>

Borrow Easements & 2020 Damages
August 4, 2021
Page: 3

Sincerely,
Bolton & Menk, Inc.


Jonathan P. Rosengren, P.E.
Project Manager

Encl: Borthers and Otto Easement Plats
Map of 2020 Damaged Area
FSA CRP Rental Payment Estimate
Olson Contracting Invoice

Cc: Don Brothers

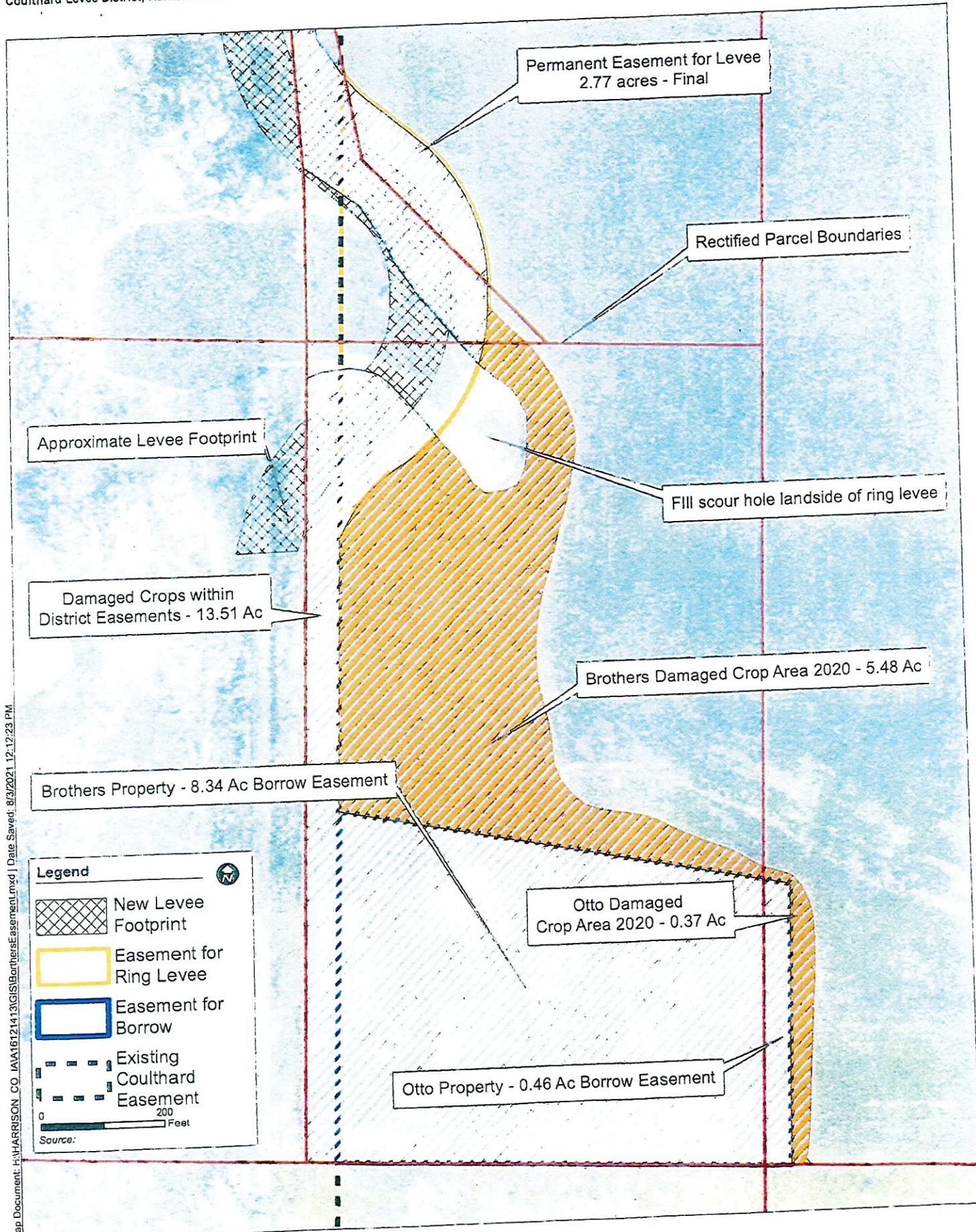
Levee Repairs

Coulthard Levee District, Harrison & Pottawattamie Counties

2020 Crop Damage

CV & MENN
Real People. Real Solutions.

August 2021



OLSON CONTRACTING, INC.
2575 MONROE AVENUE
LOGAN, IA. 51546
712 216-0113

BOLTON & MENK
% MR. JON ROSENGREN
300 W. MC KINLEY ST.
P.O. BOX 68
JEFFERSON, IA. 50129

07-14-21

THE FOLLOWING BILL IS FOR THE SPRING 2021 RESTORATION WORK ON
COULTHARD PROPERTY:

5/6/21	SCRAPER	\$175 P/HR.	4 HRS.	\$700.00
	EXCAVATOR	\$160 P/HR.	4 1/2 HRS.	720.00
5/7/21	SCRAPER		7 HRS.	1,225.00
	EXC.		8 HRS.	1,280.00
	DOZER	\$160 P/HR.	3 HRS.	480.00
5/8/21	SCRAPER		4 HRS.	700.00
	EXC.		5 HRS.	800.00
	DOZER		1 HR.	160.00
5/13/21	SCRAPER		1 HR.	175.00
	EXC.		8 1/2 HRS.	1,360.00
	DOZER		2 3/4 HRS.	440.00

5/25/21	SCRAPER	10 1/2 HRS.	1,837.50
	EXC.	4 1/2 HRS.	720.00
	DOZER	6 HRS.	960.00

TOTAL BILL			\$15,355.00
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THANK YOU FOR YOUR BUSINESS
TAX ID # 26-0448885

01/28/21 14:15:04 18552331297

->

USDA

Page 001



United States Department of Agriculture
Natural Resources Conservation Service

FAX COVER SHEET

To:

Fax #: 7126423431

Date: 01/28/21

Re: Don Brothers / Coulthard Estimate Pages (Including cover): 1

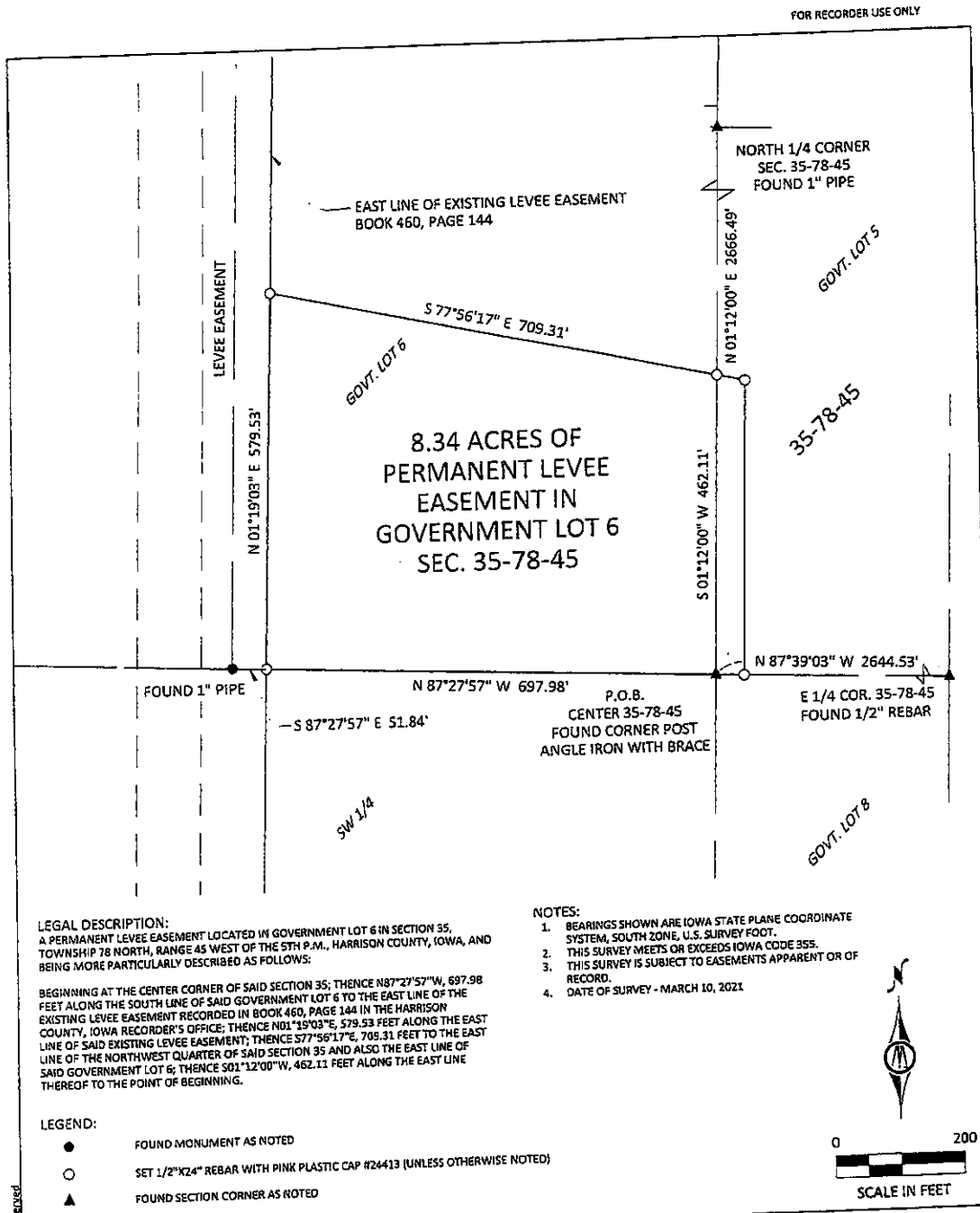
Per Kelly - Estimated CP9 CRP project rental payment would be \$185 per acre.

Karen Androy

Conservation Assistant
IDALS-DSCWQ

Harrison County SWCD
2710 Hwy 127
Logan, IA 51546
(712) 644-2210
(855) 233-1297 (Fax)

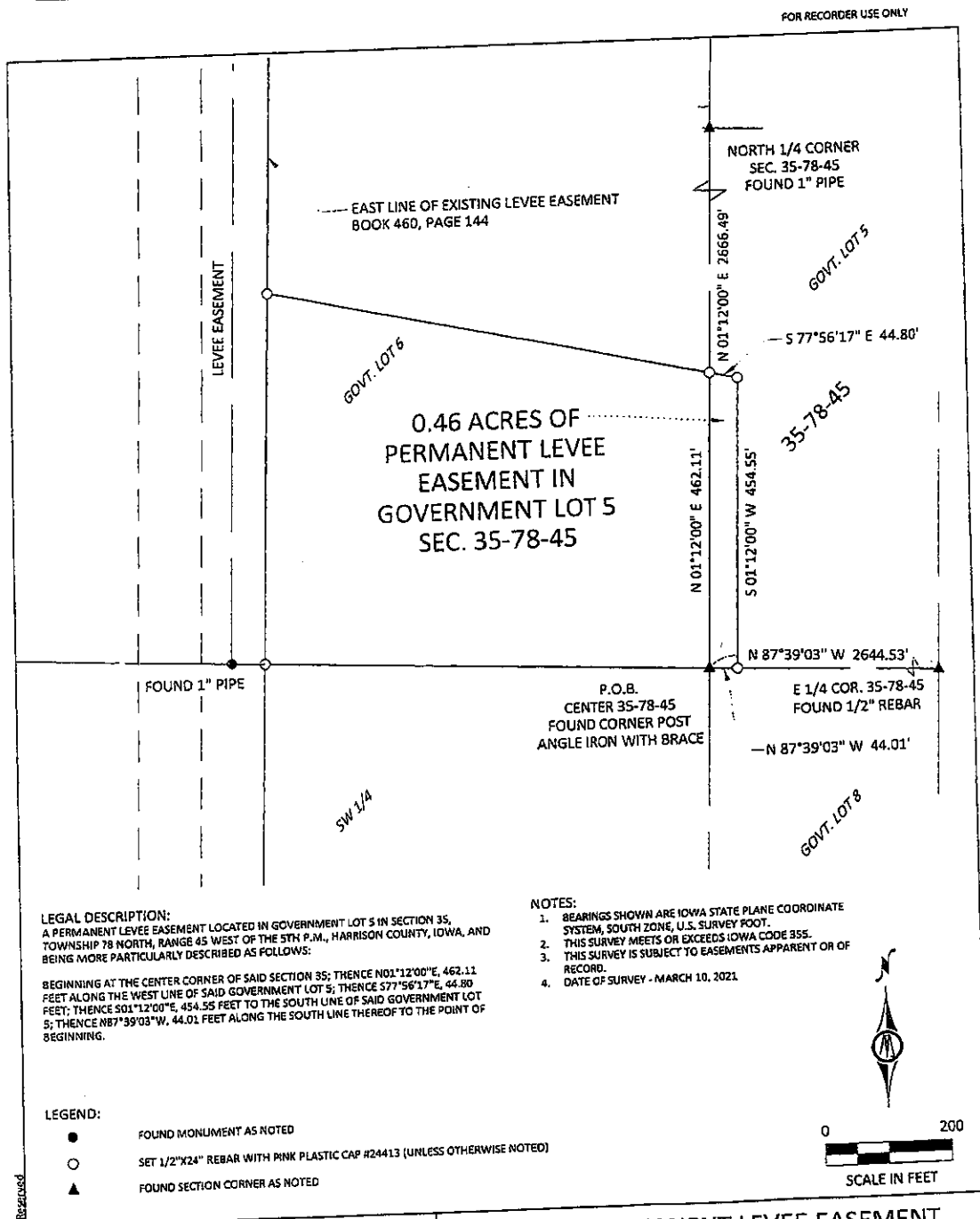
INDEX LEGEND	
LOCATION	PART OF GOVERNMENT LOT 6, SEC. 35-T78N-R45W HARRISON COUNTY, IA
REQUESTOR:	DONALD D. BROTHERS
PROPRIETOR:	DONALD D. BROTHERS
SURVEYOR:	LUKE D. AHRENS P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100



	I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.	<h3>PLAT OF PERMANENT LEVEE EASEMENT</h3> <p>PART OF GOVERNMENT LOT 6, SEC. 35-T78N-R45W</p>
	LUKE D. AHRENS P.L.S. REG. NO. 24413 DATE: _____ MY LICENSE RENEWAL DATE IS 12/31/2021 PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET	<p>BOLTON & MENK</p> <p>1519 BALTIMORE DRIVE AMES, IOWA 50010 (515) 233-6100</p>

JOB NUMBER: A16.121413

INDEX LEGEND	
LOCATION	PART OF GOVERNMENT LOT 5, SEC. 35-78N-R45W HARRISON COUNTY, IA
REQUESTOR:	OTTO FAMILY FARMS, LLC
PROPRIETOR:	OTTO FAMILY FARMS, LLC
SURVEYOR:	LUKE D. AHRENS P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 233-6100



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I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa

LUKE D. AHRENS P.L.S.
REG. NO. 24413 DATE: 12/31/2021
MY LICENSE RENEWAL DATE IS 12/31/2021
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

PLAT OF PERMANENT LEVEE EASEMENT
PART OF GOVERNMENT LOT 5, SEC. 35-78N-R45W

BOLTON & MENK

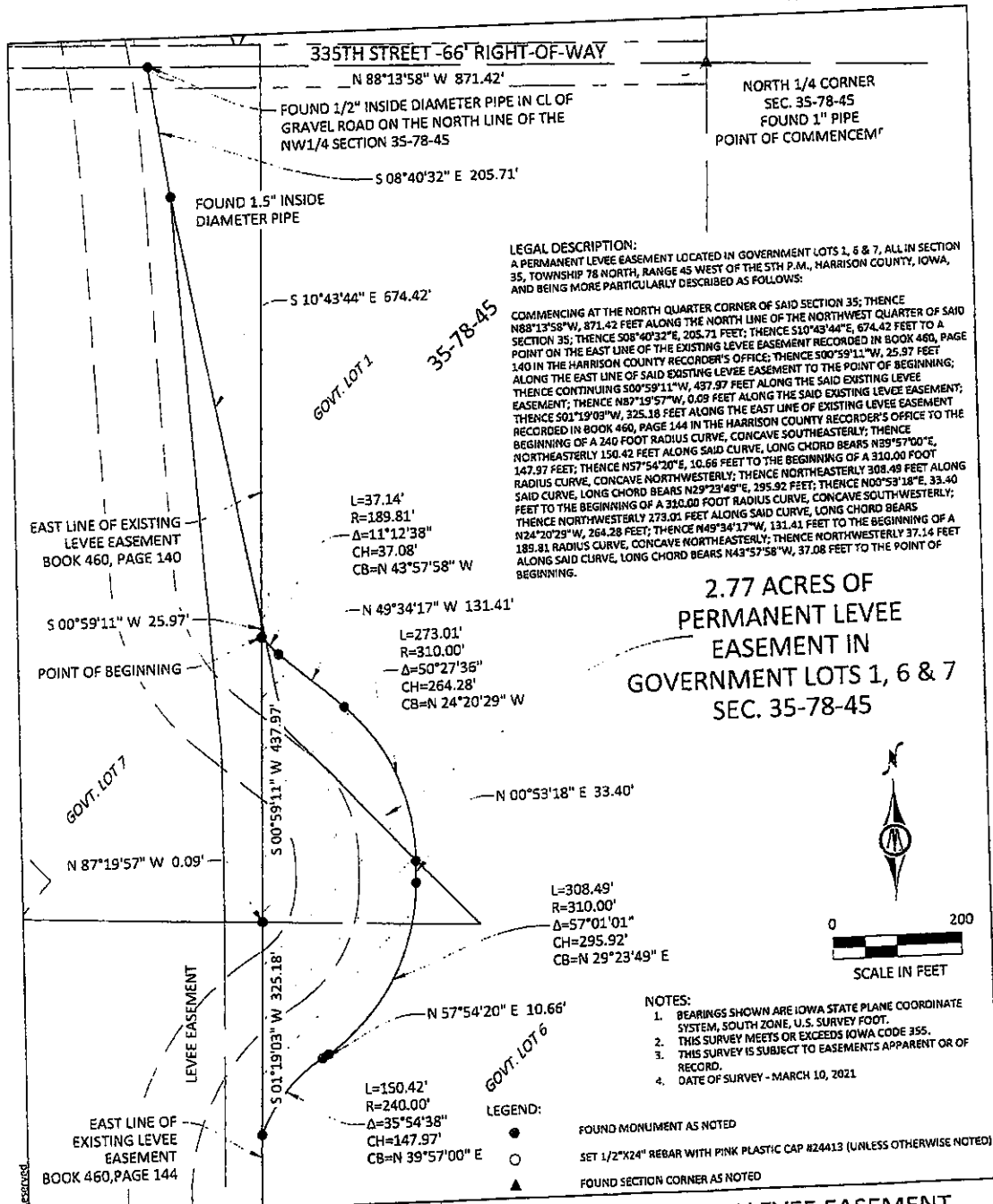
1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

SHEET
1
of
1

JOB NUMBER: A16.121413

INDEX LEGEND	
LOCATION	PART OF GOVERNMENT LOTS 1, 6 & 7 SEC. 35-178N-R45W HARRISON COUNTY, IA
REQUESTOR:	DONALD O. BROTHERS
PROPRIETOR:	DONALD O. BROTHERS
SURVEYOR:	LUKE D. AHRENS P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY



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I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

LUKE D. AHRENS P.L.S.
 REG. NO. 24413 DATE: 12/31/2021
 MY LICENSE RENEWAL DATE IS 12/31/2021
 PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

PLAT OF PERMANENT LEVEE EASEMENT
 PART OF GOVERNMENT LOTS 1, 6 & 7, SEC. 35-178N-R45W

BOLTON & MENK
 1519 BALTIMORE DRIVE
 AMES, IOWA 50010
 (515) 233-6100

SHEET 1 OF 1

JOB NUMBER: A16.121413

Linda Swolley/Tax & Deed
Specialist, Auditor's Office

Board Meeting as Trustees of Coulthard and
C & R Levee District

**Discussion and/or decision to approve report on off-site
fill material for the C & R Levee.**



**BOLTON
& MENK**

Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

March 9, 2023

Harrison County Board of Supervisors
Harrison County Courthouse
111 North 2ND Avenue
Logan, IA 51546

Pottawattamie County Board of Supervisors
Pottawattamie County Courthouse
227 S 6th St
Council Bluffs, IA 51501

RE: Imported Fill Acquisition
C&R Levee District
Harrison & Pottawattamie Counties, Iowa
Project No.: 0A1.126865

Dear Board Members:

We have been in contact with Dan Braddock of SNC Contractors. SNC is a subcontractor on a road project in Nebraska and are seeking a location to dispose of waste excavation from the project. As part of our initial discussion, SNC would deliver the material to three separate stockpile locations spread along the length of the project, shown on the maps attached.

Cost Analysis of Imported Material

The district is in need of approximately 292,000 CY of fill as shown in the November 15, 2022 opinion of probable costs. In that estimate, the total cost of fill was estimated at \$3,047,507 (2,622,507 Fill Transport, \$425,000 Borrow Area Acquisition) or \$10.44 per cubic yard.

The tentative agreement with SNC is for \$8.05 per cubic yard of fill delivered, but there will still be some transport cost from the stockpiles to the levee, some additional local borrow to serve as a buffer against running short, rental of the stockpile areas and roadway maintenance and damages. A summary of those costs is shown below:

Expense	Quantity	Dollars
Off-Site Material	295,600 CY	\$ 2,379,580.00
Local Borrow	69,500 CY	\$ 81,000.00
On-Site Transport		\$ 721,400.00
Stockpile Rent & Damage	5.9 AC	\$ 13,865.00
Road Damages		\$ 252,500.00
Total		\$ 3,448,345.00

These costs work out to \$9.44 per cubic yard with sufficient excess quantity to ensure material does not run short during the project. The total shown includes 54,000 CY totaling \$515,700 at the request of one landowner, to make the landside slope of the levee on their land farmable. This situation will be discussed in a separate report which will be submitted shortly.

Additional Benefits of Imported Material

In addition to the lower per yard cost of this imported material there are several additional benefits which make this the preferred option over relying solely upon local borrow material.

Locks in the Majority of Transportation Costs – The transportation costs listed in the November estimate are approximate only and will vary from those values shown. The variation in the actual bid numbers will be higher with longer distances. Loading trucks from the stockpiles as proposed will be easier than digging shallow lifts out of the earth and with the distributed nature of the sites, the delivery runs to throughout the levee length will be reduced, greatly reducing the final delivery costs.

More Uniform Material – the imported material will come from the hills around Blair. The soils in those hills will naturally be more uniform than the random soils deposited over many centuries at the project site. This consistency will make all aspects of construction simpler and more uniform.

Less Weather Dependent – The high-water table in the project area has limited the available quantity of borrow available on both the Vanman and Coulthard projects before. This imported material will be placed on upland and stockpiled above ground, meaning the site will stay drier and the material will require less drying when deposited on the levee.

Guaranteed Quantity – The borrow areas presented in the report assumed a sufficiently low water table to maximize available fill material. It was known at the time of the hearing that the project would have narrow margins due to the available borrow quantity. The November estimate assumed the use of 100,000 CY of material from the dredging of Noble's Lake. It has since been learned that dredging is not planned, requiring sourcing of alternate material. The Iowa DNR has not responded to our inquiries of available material. If these IDNR sites did not come to fruition, it would be necessary to track down and purchase other borrow sites, the distance to which are unknown. All of these alternate sites would have been random fill soils and a poorer alternative than the fill material proposed in this report.

Funding Deadline – \$2,001,017.00 of the funding (RIIF) provided by the state to the C&R Levee must be spent by June 30, 2023, or be lost to the district. Without this proposed import effort, a progress deadline would be necessitated in the larger construction contract. Contractors would increase their bid prices to cover the risks associated with not completing the necessary work by June 30th. The purchase of necessary ROW and the import costs will expend the required \$2M and remove pressure from the primary contractor, lowering costs later in the project.

We have requested review of the plan by USACE and will procure the necessary storm water permits if this work is approved. We have copied both county engineers on this report and will coordinate with them on managing road conditions during this process.

Project Funding

We have landowners contact us with concerns that the district does not currently have funds allocated to cover the full cost of the project. These landowners are concerned that spending the resources to

import fill material without state funding to cover the shortfall will be untenable and leave the district in a poor situation with stockpiled material and no funding to complete the work. A rough estimate of the current project budget is shown below.

November Estimate	\$ 6,517,250.00
Less Transport Costs	\$ 3,047,500.00
Plus Import Costs	<u>\$ 3,448,350.00</u>
Total Estimated Project Costs	\$ 6,918,100.00

FRF Funds Transferred from	
Coulthard	\$ 2,800,000.00
Rebuild Iowa Infrastructure Funds	<u>\$ 2,001,017.00</u>
Shortfall	\$ 2,117,083.00

If no other funding is located, the landowners of the district will be on the hook for those costs, an average of \$193 per acre. If this debt is spread over 20 years as allowed by Iowa law, that cost would average \$16 per acre per year over that period. There are currently efforts underway with members of the Legislature, Iowa Homeland Security, Flood Mitigation Board and Governor's Office to find funds to close this gap.

We recommend the board approve proceeding with import of the fill material as tentatively discussed with the contractor. If the board directs us to proceed with procuring this imported material, we will notify the landowners where the stockpiles are planned and inform them of the process of addressing damages. The contractor would like to begin moving dirt as early as the week of March 13th, making time of the utmost priority. We will ensure the fill is not delivered before the Joint Board can give its approval.

Please let us know if you have any questions.

Sincerely,

Bolton & Menk, Inc.



Jonathan P. Rosengren, P.E.
Project Manager

Encl: Quote and Communication with SNC Contractors
Stockpile Locations Map

Cc: Steve Struble, Harrison County Engineer
John Rasmussen, Pottawattamie County Engineer
Chuck Becker, Belin McCormick
Jim Hudson, Drainage Attorney
Terry Brown, Iowa HSEMD

Jon Rosengren

From: Dan Braddock <dan@sncontractors.com>
Sent: Wednesday, March 8, 2023 1:21 PM
To: Jon Rosengren
Cc: Jacob Hagan
Subject: RE: DeSoto Hauling Proposal

Jon,

That should work for us. What you show balances out on what we had figured for haul times.

Do you know if there is going to be any special permits in that would be required for us to start? Also, do you know when you would have an answer if your going to move forward with this? We are looking to start hauling dirt next week on our Blair project.

Thank You,

Dan Braddock

Project Manager/Estimator
SNC Contractors
6100 N. 16th St. Omaha, NE 68110
Phone 402-451-6100
Mobile 402-672-0050

From: Jon Rosengren <Jon.Rosengren@bolton-menk.com>
Sent: Wednesday, March 8, 2023 12:32 PM
To: Dan Braddock <dan@sncontractors.com>
Cc: Jacob Hagan <Jacob.Hagan@bolton-menk.com>
Subject: RE: DeSoto Hauling Proposal

Sorry Dan, I was trying to get my ducks in a row. The maps attached show areas we would like to stockpile the material. The south site should be increased 10% to 154,000 CY. Total yardage comes out to 295600 CY at \$8.05/CY gives a total of \$2,379,580.

Jon Rosengren P.E.

Bolton & Menk, Inc.

Phone: 712-580-5075 ext. 2982
Mobile: 515-460-9699

Bolton-Menk.com

From: Dan Braddock <dan@sncontractors.com>
Sent: Wednesday, March 8, 2023 10:22 AM
To: Jon Rosengren <Jon.Rosengren@bolton-menk.com>
Subject: RE: DeSoto Hauling Proposal

Jon,

I was just touching base to see if this is something you are still interested in moving forward with.

Thank You,

Dan Braddock

Project Manager/Estimator
SNC Contractors
6100 N. 16th St. Omaha, NE 68110
Phone 402-451-6100
Mobile 402-672-0050



From: Jon Rosengren <Jon.Rosengren@bolton-menk.com>

Sent: Thursday, March 2, 2023 10:09 PM

To: Dan Braddock <dan@sncontractors.com>

Subject: RE: DeSoto Hauling Proposal

Thanks Dan. We are reviewing and I will have some minor changes, hopefully on Friday this week.

Jon Rosengren P.E.

Bolton & Menk, Inc.

Phone: 712-580-5075 ext. 2982

Mobile: 515-460-9699

Bolton-Menk.com

From: Dan Braddock <dan@sncontractors.com>

Sent: Thursday, March 2, 2023 11:55 AM

To: Jon Rosengren <Jon.Rosengren@bolton-menk.com>

Subject: DeSoto Hauling Proposal

Jon,

See attached proposal. Please free to call or email me with any questions or clarifications.

Thank you,

Dan Braddock

Project Manager/Estimator
SNC Contractors
6100 N. 16th St. Omaha, NE 68110
Phone 402-451-6100
Mobile 402-672-0050



6100 N 16th Street, Omaha, Ne. 68110

Phone 402-451-6100

Estimating@snccontractors.com

Fax 402-451-2144

March 2, 2023

Proposal Desoto Hauling

Included in Bid:

Mobilization

Haul 300,000 loose CY and place at 4 Stock Pile locations as indicated.

BID: \$2,414,000.00

Exclusions

Rock required for general upkeep of county road.

Engineering

Clearing and Grubbing.

Bond

SWPPP Maintenance/ permitting/ reporting

Seeding and Matting

Testing

Permits

Staking

Subgrade prep for paving

GPS Modeling (Contractor/ Engineer to provide GPS modeling)

Contact Dan Braddock at 402-672-0050 with any questions regarding proposal.

Thank you for your consideration.

SNC Contractors

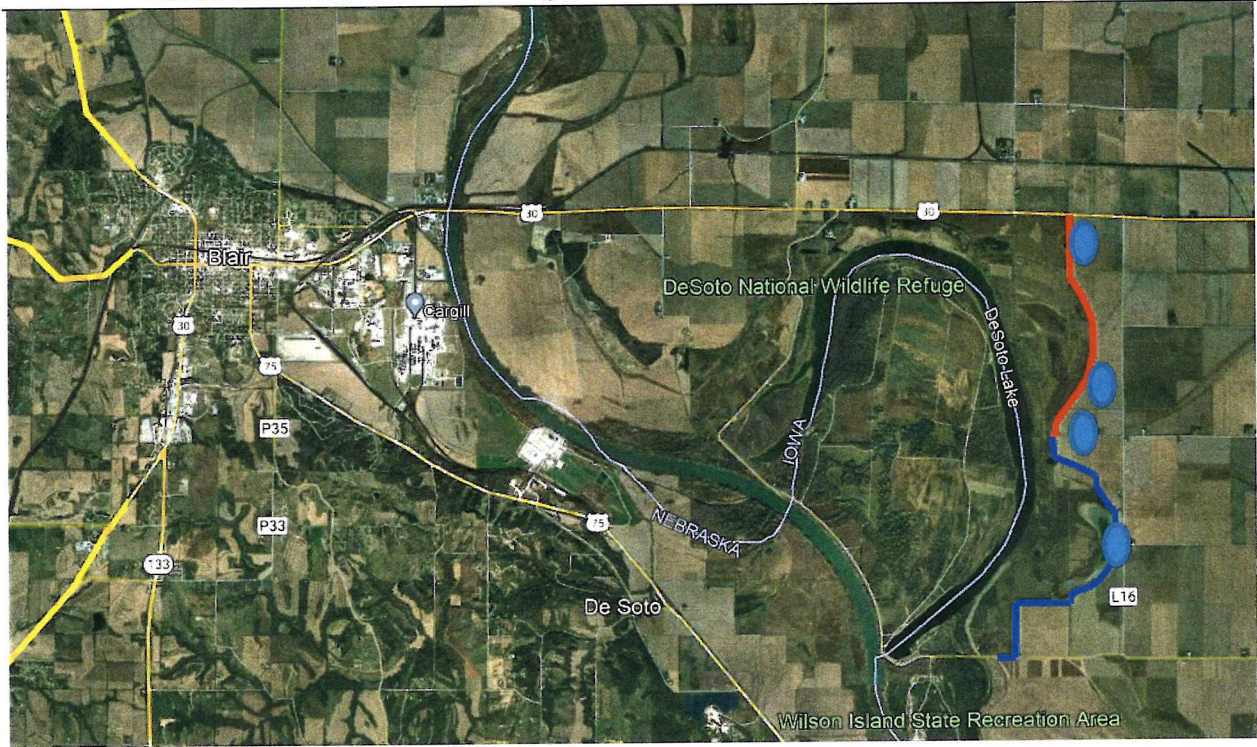


6100 N 16th Street, Omaha, Ne. 68110

Phone 402-451-6100

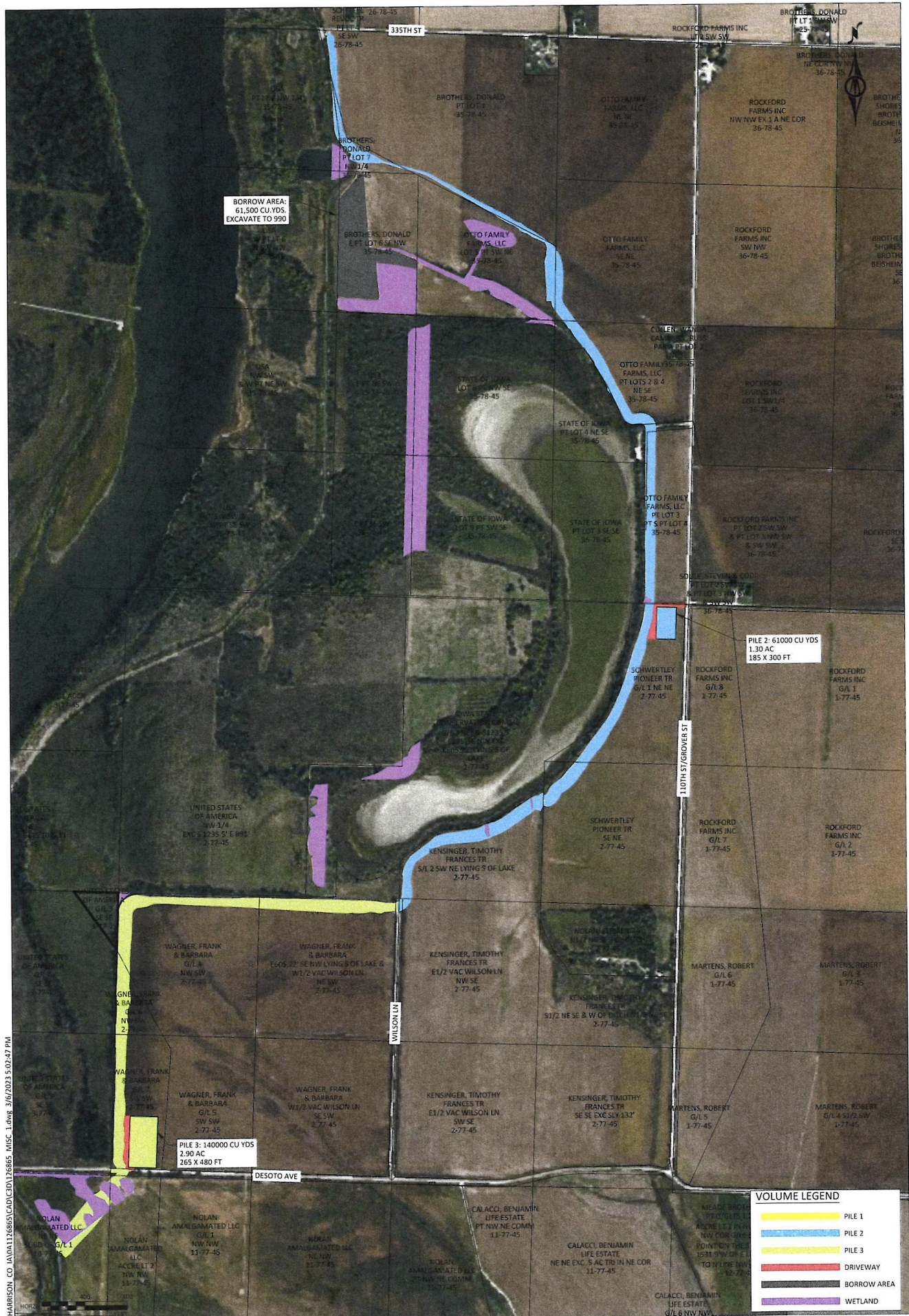
Estimating@sncontractors.com

Fax 402-451-2144





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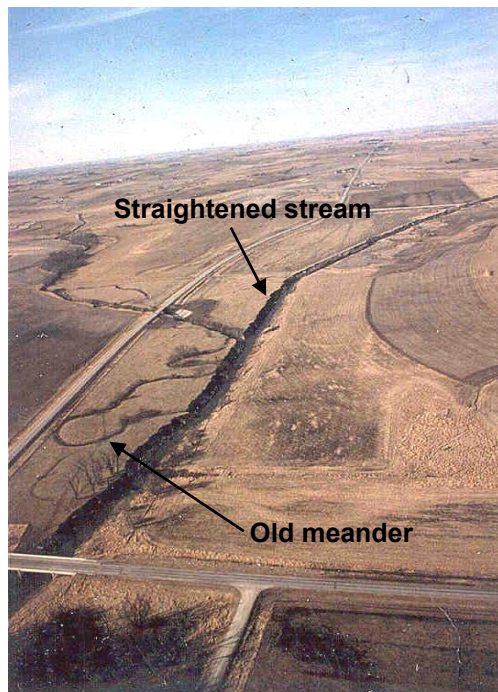
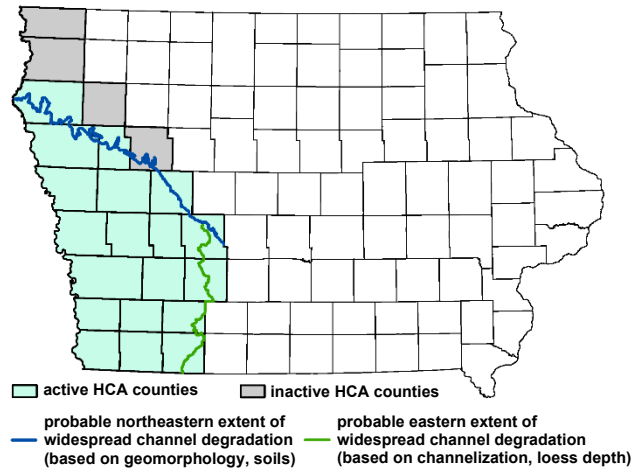
John Thomas/Director, Hungry Canyons Alliance

**Presentation on Hungry Canyons Alliance
programs.**

HUNGRY CANYONS ALLIANCE – Dec 2022 Update

The Problem

The Hungry Canyons Alliance (HCA) was formed locally to research and implement solutions to the problem of stream channel erosion and degradation in a 19 county area of the deep loess soils region of western Iowa. Channelization of streams and land use changes during the first half of the 1900's caused stream channels to erode, causing an estimated \$1.1 billion in damages to public and private infrastructure (bridges, culverts, utility lines, etc.), loss of farmland, and increased sediment loads. A 2013 survey of county infrastructure in western Iowa revealed that a total of 415 bridges, culverts, and flumes were still endangered due to stream channel degradation. Golden Hills RC&D in Oakland, Iowa helped to form and currently provides office space and administrative assistance to the HCA.



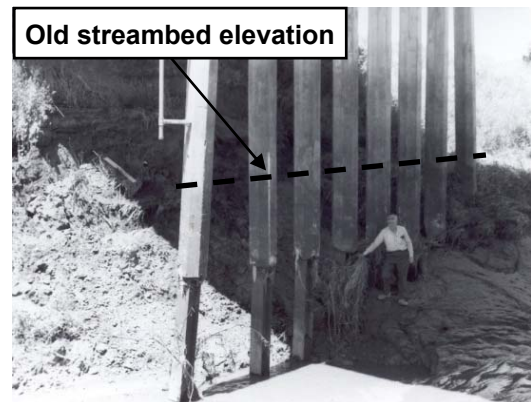
Straightened versus meandering stream. (Walnut Creek, Pottawattamie County).

The Solution

A proven, affordable solution to this problem is to build grade control structures in streams. Grade control structures (GCS) at regular intervals help streams stabilize by changing their longitudinal profile from an erosive steep incline to a stable stair-step pattern. Streambed stabilization is the key to preventing further erosion and protecting infrastructure. GCS design is largely dependent on drainage area. Small drainage areas can often be controlled with reinforced concrete box (RCB) or corrugated metal pipe (CMP) culverts with drop inlets and/or flume outlets. Large drainage areas are often controlled with weirs constructed with steel sheet pile driven into the streambed, with a riprap and concrete grout slope immediately downstream, a loose riprap stilling basin downstream of the weir slope, and loose riprap covered banks. Both RCB/CMP and weir designs allow the stream elevation to drop in a controlled setting, restore lost stream grade, prevent further degradation, and reduce streambed slope upstream. This creates a calm backwater condition where silt can settle out, decreasing sediment loads and turbidity and increasing water quality. Sediment re-deposited upstream then helps support formerly exposed bridge pilings and stabilize eroded streambanks.

The Savings

The HCA provides state and federal money available to the 19 counties through a cost share program for grade control structures (GCS). County governments provide a minimum of 20% match for each GCS. Since 1992, the program has provided \$27 million in state and federal appropriations and the technical assistance needed to complete 421 GCS in 19 counties in western Iowa. Another 11 GCS are in progress. These GCS will protect an estimated \$100.8 million in property value. It is estimated that 827.5 acres of land, equivalent to 24.6 million tons of sediment, will be protected from erosion by construction of the 432 GCS. HCA grade control structures, with an average cost of \$66,182,



Bridge endangered by exhumation of pilings.

protect approximately \$233,346 in property per GCS. **For every \$1 invested in HCA grade control structures, on average more than \$4.26 of property value and 0.91 tons of sediment are protected from streambed degradation.** During FY 2022, the HCA completed construction on eight GCS, and obligated cost share to six new projects.

A second HCA program provides funding to landowners where grade control is necessary to stabilize active gully erosion. This program is funded with the interest earned from state appropriations. This program has built 131 structures, and approved another one, with cost share totaling \$901,426.

The HCA has quarterly meetings at which issues concerning stream erosion and streambed stabilization are discussed. Tours show firsthand which aspects of past GCS designs have worked and which haven't while also highlighting new techniques which can be used to enhance future GCS performance. Regular attendees include county engineers and supervisors, NRCS & DNR employees, SWCD commissioners, consultants, contractors, and landowners.

Over 1,500 GCS of all types have been constructed in 19 western Iowa counties by county governments, the HCA, NRCS, NRCS-EWP, SWCD, Iowa DOT, cities, utility (water, gas, telephone, electric, etc.) companies, railroad companies, Army Corps of Engineers, Iowa DNR, and landowners. This is the greatest concentration of GCS anywhere in the world due to the loess soils, highly altered unstable stream system, high drainage density, and high road density. With so many GCS located in one area, western Iowa has been referred to as a "laboratory" for GCS design. And because western Iowa is still experiencing streambed degradation, the HCA is one of the unheralded leaders in innovative GCS research, design, and construction.



Top: 4 foot high sheet pile weir with a 1:20 grouted riprap slope in Crawford County. Bottom: RCB flume with 25 feet of fall in Fremont County.

Matching Federal Funding for Flood Recovery

Heavy precipitation in May 2007 and June 2008, and again in March and June of 2019, resulted in widespread stream channel damage and destroyed county road infrastructure. However, in the investigations that followed, FEMA, NRCS, and county road departments all reported that GCS directly reduced infrastructure and channel damage costs and the number of FEMA program claims, and infrastructure protected by GCS suffered no damage. Although some GCS suffered minor damage, these damages were minimal compared to the potential total loss of infrastructure that could have resulted without the GCS.

Federal NRCS-EWP funding became available after the disaster declarations; so in order to complete as many projects as possible and reduce the counties' burden to 15% match, the HCA provided 10% match (using state cost share) for all EWP projects which provided grade control or were directly associated with existing GCS projects. Between September 2008 and January 2011, **72 GCS projects were completed at a cost of \$12.84 million. The HCA provided \$1.28 million in cost share**, the EWP program \$9.50 million, and the sponsor counties \$2.05 million. In 2020-2021, **69 GCS projects were completed at a cost of \$10.66 million. The HCA provided \$1.07 million in cost share**, the EWP program \$8.05 million, and the sponsor counties \$1.55 million.

HCA Research

Completed HCA research projects include design of GCS to provide fish passage, use of scrap tires in GCS, aerial stream video and classification of western Iowa streams, factors controlling knickpoint migration, and the use of directional drilling in small watershed GCS projects. Ongoing research projects include experimenting with new bank stabilization techniques and measuring nutrient loads from eroding streambanks to quantify the impact of channel stabilization projects. Partners in these projects include: NRCS, Iowa DOT Highway Research Board, IIHR-Hydroscience and Engineering at the University of Iowa, Natural Resource Ecology and Management Department at Iowa State University, Civil Engineering Department at Iowa State University, Iowa DNR, US Geological Survey, and US Fish and Wildlife Service.



Old weir before



New weir after



Greenwood before



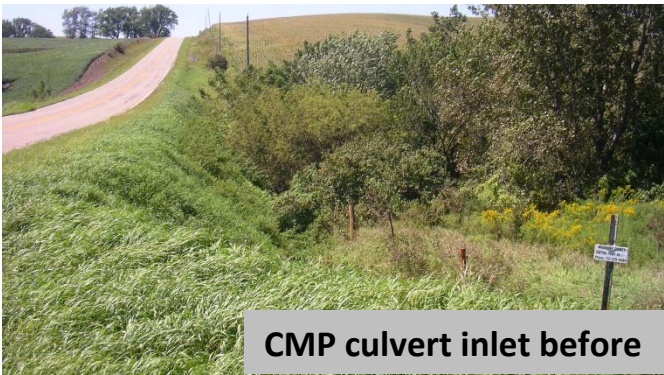
RCB flume after



Bridge before



Drop inlet after



CMP culvert inlet before



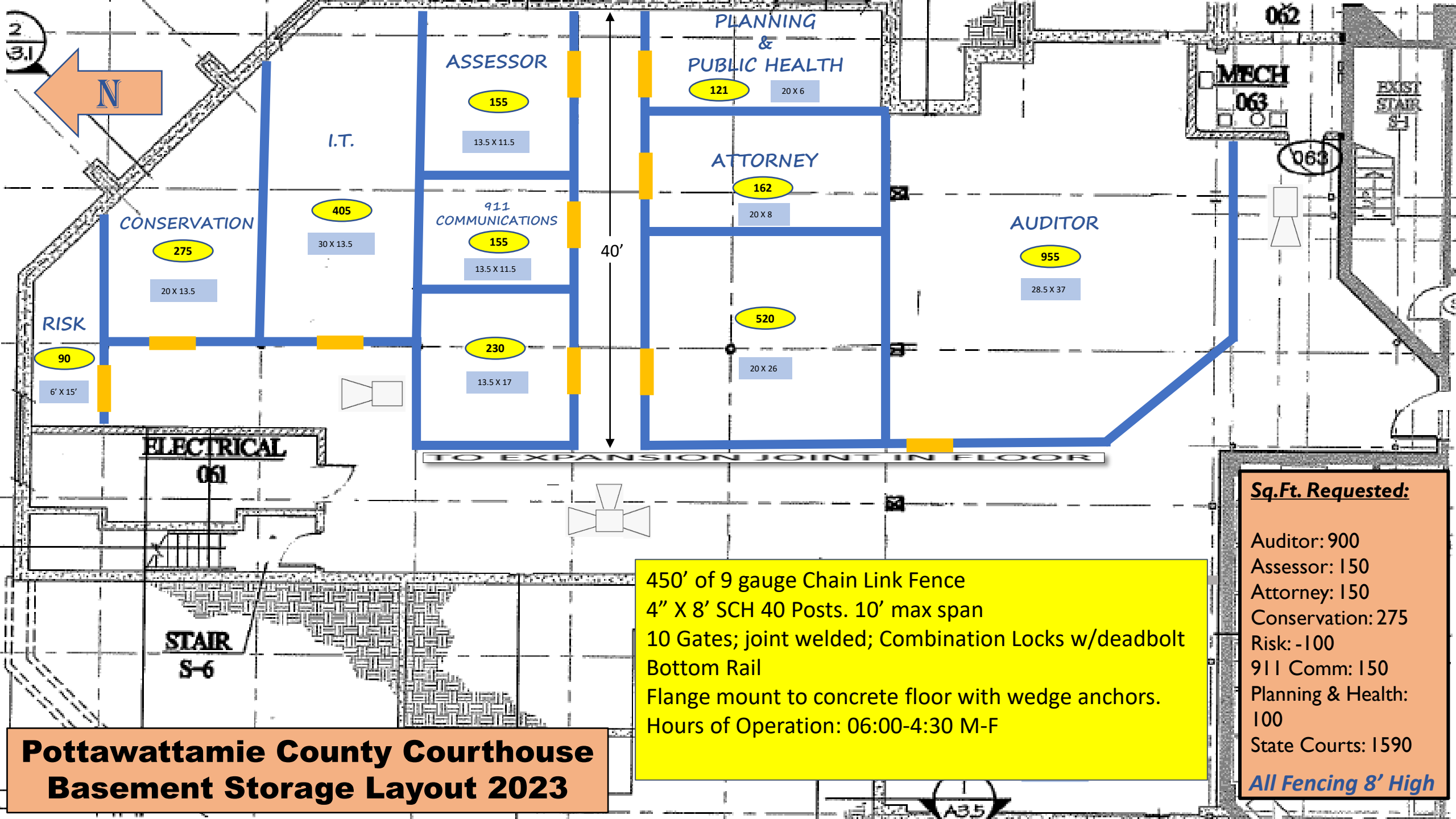
Drop inlet after

Matt Wyant/Director, Planning and Development

**Discussion and/or decision to move forward
on development of an agreement for
funding of road in Stoneybrook housing
addition.**

Jason Slack/Director, Buildings and Grounds

**Discussion and/or decision on proposal for
storage area fencing.**



**Pottawattamie County Courthouse
Basement Storage Layout 2023**

450' of 9 gauge Chain Link Fence
 4" X 8" SCH 40 Posts. 10' max span
 10 Gates; joint welded; Combination Locks w/deadbolt
 Bottom Rail
 Flange mount to concrete floor with wedge anchors.
 Hours of Operation: 06:00-4:30 M-F

Sq.Ft. Requested:

Auditor:	900
Assessor:	150
Attorney:	150
Conservation:	275
Risk:	-100
911 Comm:	150
Planning & Health:	100
State Courts:	1590

All Fencing 8' High



Acreage Fences

8551 Whitmore Circle | Omaha, Nebraska 68122
 402-571-0511 | CustomerService@AcreageFences.com | www.acreagefences.com

RECIPIENT:

Jason Slack
 South 6th Street
 Council Bluffs, Iowa 51501

SERVICE ADDRESS:

South 6th Street
 Council Bluffs, Iowa 51501

Quote #5304	
Sent on	Feb 10, 2023
Salesperson:	Rob DeMey
Total	\$37,808.91

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Layout of Project		1	\$0.00	\$0.00*
Galvanized Chain Link - Material Sales	Galvanized Chain Link 8' x 4" SCH40 Plated Posts 8' Tall 9 Gauge 2-1/4" Diamond Fence Fabric 1-5/8" Top Middle and Bottom Rail	450	\$29.35	\$13,207.50
Labor Sales - Chain Link Installation	Chain Link Installation	450	\$28.40	\$12,780.00*
Material Sales - Chain Link Gate	Chain Link Gate 8' tall x 4' wide with dual side combination lock.	10	\$885.00	\$8,850.00*
Labor Sales - Gate Installation	Installation of gate (s)	10	\$135.00	\$1,350.00*
Project Fee	PROJECT FEE WAIVED Includes: Material / Installation Markouts Mobilization (Loading materials, travel time, fuel). Administration expenses for filing residential permit, ordering materials, HOA approval, verify zoning, 811 Dig Tickets, filing warranty with manufacturer, etc. PROJECT FEE WAIVED	1	\$895.00	\$895.00*

A deposit of \$18,904.46 will be required to begin.



Acreage Fences

8551 Whitmore Circle | Omaha, Nebraska 68122
402-571-0511 | CustomerService@AcreageFences.com | www.acreagefences.com

* Non-taxable

QUOTE: This quote is valid for 30 days.

TOTAL FOOTAGE SUBJECT TO CHANGE BASED ON FINAL LAYOUT. Client must provide the location of where the fence is to be installed. Client is responsible for the placement of fence, therefore, releasing Acreage Fences of any liability of the final layout.

If Client requests a survey, one will be ordered at Client's expense. Acreage Fences is NOT responsible for any underground lines, etc. (i.e. sprinkler, sewer, private electric, gas, telephone, invisible fence) not located by the respective State Buried Location Service. If Client requests the fence to be placed within 18" of a marked utility line, then Acreage Fences is NOT responsible for damage to the utility line. Client is responsible for providing HOA contact information. Acreage Fences staff will obtain HOA approval.

If Client requests installation on an existing concrete or stone structure, Acreage Fences is NOT responsible for any loss or damage to structure, including but not limited to driveways, sidewalks, patios, retaining walls, etc., which may be sustained while installers are on the premises, during the installation of the project, or after the project is completed. If there are any changes that will affect the quote/project (landscaping, grading, pool, etc.), Client must inform Acreage Fences so a change order or new quote can be issued and approved.

SPRINKLER INSURANCE: Optional sprinkler damage insurance. If sprinkler insurance is not elected, client will be responsible for any repair costs.

PAYMENT: A deposit of 50% of project is due upon approval. Final Invoice will be sent after completion. Final payment is due within 7 days. A service charge of 4% of the balance due will be charged after 15 days. A service charge of an additional 3% of the balance due will be charged after 30 days.

CANCELLATION: Client may cancel project at any time. A 20% cancellation fee will be charged along with any expenses incurred by Acreage Fences (building permit fees, restocking fees, cost of custom ordered materials, survey, markouts and administration fees).

CRAFTSMANSHIP WARRANTY: Acreage Fences offers a 3-year Craftsmanship warranty on all residential projects; 1-year Craftsmanship warranty on commercial and farm projects. All warranties will be filed by Acreage Fence after final payment. A copy will be mailed to Client for their records.

Subtotal	\$37,082.50
Omaha 5.5 (5.5%)	\$726.41
Total	\$37,808.91

Signature: _____ Date: _____

TABULATION OF BIDS

Project: Pottawattamie County Courthouse Basement Storage Fencing

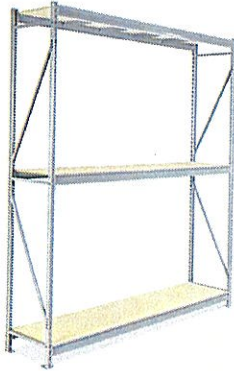
Bid Date: February 2023

		BIDDER:	American Fence	Acreage Fencing	Cardinal Fencing
ITEM NO.	DESCRIPTION				
A	Lump Sum Bid		\$54,283.51	\$37,808.91	\$45,397.00

Jason Slack/Director, Buildings and Grounds

**Discussion and/or decision on shelving for
storage areas.**

Bulk Storage Rack - Particle Board, 96 x 24 x 120"



[Enlarge & Video](#)

Store your heaviest, extra-wide or bulky items. Up to 2,150 lbs. per shelf.

- **Boltless assembly.** Shelves snap into place and adjust at 2" increments.
- Smooth, solid 5/8" thick board eliminates item fall-through.
- Welded steel uprights with cross braces for maximum strength. Heavy-duty 14-gauge steel.
- Includes 4 supports per shelf.
- Welded footplates for floor mounting.



MODEL NO.	DIMENSIONS W x D x H	NO. OF SHELVES	SHELF SUPPORTS	SHELF CAP. (LBS.)	WT. (LBS.)	PRICE EACH		IN STOCK SHIPS TODAY
						1	2+	
H-4313	96 x 24 x 120"	3	12	2,150	278	\$597	\$574	1 <input type="button" value="ADD"/>

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 [+ Parts](#) |
 [+ Shopping Lists](#) |
 [Request a Catalog](#)

RELATED ITEMS

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 13 LOCATIONS

Jason Slack/Director, Buildings and Grounds

**Discussion and/or decision on quote for
window coverings for Courthouse addition.**

Craftsman Window Coverings, Inc
Serving the Midwest since "1954"
11526 Cary Street
Omaha, NE 68128
Phone: 402-733-8772 fax: 733-8567
GSA Contract number: GS-03F-5148 C

Date: January 25, 2023

To: Jason
Job: Pottawattamie Courthouse new addition

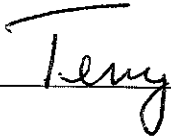
Basis of Design - Budget:

- 31 – Single manual WT Shades with fascia
 - Fabric: 3% on exterior, 1% on sidelight
- 1 – Install shades
- 1 – Freight

Total without tax..... \$6,476.00

Exclusions:

1. Bond excluded (rate 1.18%)
2. Tax excluded

Authorized Signature _____ Terry Beutler  _____

Other Business

**David Bayer/Chief Information Officer, Information
Technology**

**Discussion and/or decision to approve
updated IT Support Definition Policy.**

Title: Information Technology Support Definition Policy
Effective Date: July 11, 2013
Revision Date: March 7, 2023
Authorized by: County Board of Supervisors

Introduction

The Pottawattamie County Information Technology (PCIT) Department supports the technology that empowers County employees and departments. Due to the many uses of technology, it is important to clearly define the support PCIT provides.

Goal

To define the role of Pottawattamie County Information Technology for both the PCIT staff and the customers they serve.

Definitions

- PCIT – The Pottawattamie County IT Department
- Customer – A public agency or department entitled to PCIT support by virtue of their position in the structure of the County government, such as defined in Iowa Code, or otherwise authorized to receive support as directed by the Board of Supervisors.
- Peripherals – Any electronic equipment connected to a computer (e.g., monitor, UPS, scanner, printer, keyboard, mouse, external hard drive, etc.).
- Department-specific software – This is software designed for specific use and not common to other County departments or agencies.
 - An example of department-specific software would be the Recorder’s Office software used to index and scan documents.
 - An example of non-department-specific software would be Microsoft Office or Adobe Reader.

Authorized Customers

- | | |
|---|---|
| ● Animal Control | ● Secondary Roads |
| ● Board of Supervisors | ● GIS |
| ● Buildings & Grounds | ● PCIT |
| ● City of Avoca Police Department * | ● Human Resources (including Safety/Risk Management & Public Relations) |
| ● City of Carter Lake Police Department * | ● Iowa Department of Human Services (DHS) * |
| ● City of Council Bluffs * | ● Medical Examiner |
| ● Community Services | ● Planning & Development |
| ● Conservation | ● Public Health |
| ● County Assessor * | ● Sheriff’s Office (including 911 & Jail) |
| ● County Attorney | ● State Courts * |
| ● County Auditor | ● Southwest Iowa Juvenile Detention Center * |
| ● County Recorder | ● Southwest Iowa MHDS Region * |
| ● County Treasurer | ● Veteran Affairs |
| ● Court Appointed Special Advocate (CASA) * | ● Women, Infants, and Children (WIC) * |
| ● Emergency Management Agency (EMA) * | |

* Receives a subset of PCIT services outlined in individual signed agreements

Equipment and Systems PCIT Supports

- Hardware
 - All customer-operated personal computers including desktops, laptops, tablets, MDT's, and their peripherals (see Computer Replacement Policy for more details)
 - All computing and networking equipment in County data centers and wiring closets (i.e., servers, storage devices, switches, routers, etc.)
 - Server Room and Rack-mounted uninterruptible power supply (UPS) devices
 - PCIT will help procure computer peripherals for purchase. Costs of peripherals will be incurred by the customer.
- Software
 - PCIT will help procure new software. Costs of procurement will be incurred by the customer unless it is part of an enterprise system used by multiple departments. In this case, the cost will become a PCIT expense. Please communicate your plans to PCIT prior to budget season.
 - PCIT will perform client software installations
 - Software Configuration
 - PCIT will coordinate with the vendor for vendor-developed software
 - PCIT will configure software that PCIT has developed
 - In most cases, customers are responsible to get help directly from their vendor for software support. PCIT staff can be contacted to act as a liaison when the requests to the vendor become prohibitively technical for the customer or when PCIT staff can work with the vendor more efficiently to solve the issue.
- Reporting
 - PCIT will direct you to work with your vendor for vendor-developed software.
 - PCIT will either develop the report(s) or outsource the work, for software that PCIT supports.
- Network - all network related tasks will be handled only by PCIT including, but not limited to:
 - Access to the Internet
 - PCIT will make every effort to ensure reliable Internet access and access to websites are maintained.
 - PCIT is only able to ensure correct operation of web servers that PCIT operates. For that reason, some website problems, after proper troubleshooting of our network, may be outside of PCIT's control. In such cases, the customer may need to contact the third-party who runs the website for resolution.
 - Access to the local area network (LAN)
 - Security of the network (LAN)
- All Desk Telephones and Telephone Systems
- E-mail
 - PCIT will make every effort to ensure reliable delivery of e-mail to recipients on the Internet.
 - PCIT can only verify transmission of e-mail traffic on servers PCIT operates. In most cases, PCIT can confirm whether a message appears to have been accepted by a third-party.

Unsupported Equipment and Systems

- Knowledge of department-specific software and its workflow
 - It is the responsibility of customers to train their staff and ensure they know how to properly use department-specific software.
 - PCIT will field questions regarding department-specific software but may refer the customer to the vendor's customer service if necessary.

- Software/Hardware that is unsupported by the vendor will not be supported by PCIT. In most cases, PCIT will recommend that the software/hardware be replaced when the vendor no longer offers support of the system. It is the responsibility of the customer to pursue the software/hardware replacement. PCIT can help with the procurement.
- Power/Electricity
 - Individual computer UPS devices (battery backup) are to be purchased and maintained by the individual department. IT can provide recommendations.
- Network Cabling
 - PCIT will contact Buildings & Grounds to add new network cables (network drops) if the request comes to PCIT.
 - Buildings & Grounds or Jail Maintenance will handle the request to add new network cables if the request comes to PCIT.
 - In either case, PCIT and maintenance personnel will communicate and coordinate their efforts to best serve their customers.
 - Costs associated with network and telephone cabling will be charged to the department unless part of an PCIT project.
- Security Camera Systems
 - PCIT does not install security camera systems.
 - Buildings & Grounds should be contacted for help in procuring and installing these systems.
 - Court Security or Jail Administration (depending on the camera locations) should be contacted if the expectation is that they are monitoring the new cameras and responding to incidents.
 - PCIT will help connect the cameras and other equipment to the network.
- Cell Phones & Accessories – PCIT will help connect the cell phone to County systems, but the cell phone hardware and its accessories and the cell phone plan are not a PCIT responsibility.
- Personal Equipment or Software – PCIT will not help setup or configure personally purchased equipment or software unless it is work related. In some cases, Department Head approval will be required.
- Copy Machines & Printers
 - The County has an agreement with a vendor for support, maintenance and procurement of copiers and printers. That vendor should be contacted for help with these devices.
 - PCIT will help connect the machine to the network.
 - In most cases the ink/toner is provided as part of the Countywide support agreement. Otherwise, it is the responsibility of the department to procure and install ink/toner.
 - IT will help install the proper printer driver for a user or department.
- Equipment purchased without PCIT coordination may not be supported (e.g., A laptop purchased without involving PCIT, may result in an unusable device because it is not compatible with County systems, security requirements, or the network.
- Cleaning of customer equipment such as keyboards, printers, etc. is the responsibility of the department. PCIT reserves the right to refuse excessively dirty hardware.

Equipment Recycling or Sale

- For security reasons, all electronic equipment that contains a storage device, such as a hard drive, must first be processed by PCIT, prior to recycling. PCIT will wipe and/or remove and dispose of the storage device(s).

- If the electronic equipment does not contain a hard drive, then you may contact PCIT for recycling.
- Customers should enter an PCIT ticket to request recycling of equipment.

Note:

- This document likely does not address all computer needs. If you are unsure, you may always contact PCIT to learn how we can help.
- The best way to contact PCIT is through the ticket system.
- If your need is an emergency, you should call the hotline (712.242.1111).

**Discussion and/or decision to approve the
Workforce Development contract for FY 24.**

CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of March, 2023, by and between **POTTAWATTAMIE COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 227 6th Street, Council Bluffs, IA 51501, telephone 712-328-5600, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Council Bluffs Area Chamber of Commerce (herein called the Chamber) whose mailing address and telephone number is 149 West Broadway, Council Bluffs, IA 51503, telephone 712-325-1000.

WITNESSETH THAT:

WHEREAS, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I

PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens assistance in developing and promoting workforce development strategies, including the project management of the Home Base Iowa and other applicable initiatives as hereinafter described; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. In consideration for the payment of \$50,000 in accordance with Section III, the Chamber shall provide the following services to the County and its citizens. During the term of this agreement the Chamber agrees to:

- 1) Report quarterly to the Pottawattamie County Board of Supervisors on related activities. Reports will include explanations of why specific activities and programs are undertaken and likely beneficiaries. In addition, the Chamber will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.
- 2) Identify key targeted workforce for specific priorities, marketing, and programs;
- 3) Identify workforce education and training objectives and implement programming to successfully integrate said programs throughout the County;
- 4) Construct linkages with the public, private, and nonprofit sectors, including those businesses and companies located in rural/unincorporated Pottawattamie County;
- 5) Design and implement a workforce education and training strategy. Work with school districts, community college, nonprofits, and other educational partners to do so;
- 6) Coordinate and work cooperatively with other workforce initiatives and/or programs supported or funded by the County and Board of Supervisors as appropriate;
- 7) Conduct ongoing monitoring and evaluation of the program and individual initiatives. Create timely programs and offerings to address regional workforce needs, all while working with applicable partner organizations;
- 8) Work with Pottawattamie County Board of Supervisors, Veteran Affairs, and the Veteran Affairs Commission to successfully administer the Home Base Iowa initiative;
- 9) Design marketing materials for workforce programs and actively market said programs in a variety of ways, including, written campaigns, social media, and print media; and
- 10) Be the main entity responsible for performing or coordinating fulfillment of the scope of services. Advocate at the local, state, and federal level for strategic workforce and talent policy priorities, in coordination with the applicable Committees and stakeholders.

**III
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
 - July 1, 2023 -\$25,000
 - January 1, 2024 -\$25,000
- B. On or before June 30, 2024, the Chamber will provide electronically, itemization of costs incurred. The Chamber will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$50,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to the Chamber by the County will be deposited in an account under the Chamber's name, with a bank located in Pottawattamie County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Pottawattamie County Auditor, and the Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Chamber for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, the Chamber shall allow the County access to books and records for purposes of auditing or reviewing the Chamber's claims, upon request by the County.
- F. The Chamber's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Workforce Development Services.

**V
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2023, until June 30, 2024.
- B. EXTENSION. If mutually agreeable to County and the Chamber, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30-day's prior written notice.

**VI
REQUIREMENTS**

The Chamber hereby agrees to perform all duties in accordance with all state and federal laws and regulations. The Chamber assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Pottawattamie County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that the Chamber is an independent professional contractor and that the Chamber will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Chamber or the work efforts of the Chamber be under the supervision or control of the County, although the Chamber agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that the Chamber, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X
INSURANCE AND TAXES**

The Chamber is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. The Chamber is also responsible for payment of State and Federal taxes, and any other applicable tax. The Chamber is not eligible for any benefits the County may provide for its employees.

**XI
CONFIDENTIALITY**

The Chamber agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

POTTAWATTAMIE COUNTY, IOWA

ATTEST

X

Pottawattamie County Board of Supervisors
Chairperson

X

Pottawattamie County
Auditor

_____ **Date**

_____ **Date**

COUNCIL BLUFFS AREA CHAMBER OF COMMERCE

X

Drew Kamp
President & CEO

_____ **Date**

Committee Appointments

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

Public Comments

Closed Session

BUDGET STUDY SESSIONS