

Consent Agenda

May 16, 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 Miller, and second by Jorgensen, to approve:

- A. May 9, 2023, Minutes as read.
- B. Jail – Employment of Colton Schaefer as a Detention Officer.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Miller, to open Public Hearing on Ordinance No. 2023-03, and Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa

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

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

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

Motion by Belt, second by Jorgensen, to approve First Consideration of Ordinance No. 2023-03, and Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa and to set the date for Second Consideration for May 23, 2023, at 10:00 A.M.

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

Motion by Belt, second by Miller, to open bid for Project L-2023(RC78)-73-78.

UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Jorgensen, to approve final voucher for final payment to Gus Construction, Inc for project BRS-SWAP-C078(199) – FF – 78.

UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Jorgensen, to approve and authorize Chairman to sign a three-year (2023-2025) contract to Provide Professional Consulting Services to Pottawattamie County by Cost Advisory Services, Inc.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to approve changing of the Pottawattamie County Veteran Affairs to Pottawattamie County Veterans Service Office.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve and authorize Board to sign **Resolution No. 37-2023**; entitled AUTHORIZATION AND SUPPORT FOR THE 712 INITIATIVE TO TRANSFER REAL ESTATE TO HABITAT FOR HUMANITY CB.

RESOLUTION NO. 37-2023

WHEREAS, on November 13, 2002, pursuant to Resolution No. 41-2002, the Pottawattamie County Board of Supervisors transferred the following property to the Pottawattamie County Development Corporation:

West ½ of Lot 12, Block 11, Bayliss First Addition and Lots 1 and 5, Auditor’s Subdivision of Lot 11, Block 11, Bayliss First Addition and Lots 1, 2 and 3, Block 2, Bayliss Second Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, pursuant to Resolution No. 41-2002, the purpose of that transfer was “for the development of housing to serve the developmentally disabled ...”

WHEREAS, Pottawattamie County transferred the above-described property to the Pottawattamie County Development Corporation by virtue of a Quitclaim Deed filed in the office of the Pottawattamie County Recorder on December 2, 2002, at Book 103, Page 41174.

WHEREAS, the Pottawattamie County Development Corporation is now doing business as the 712 Initiative.

WHEREAS, the 712 Initiative desires authority to transfer the above-described property to Habitat for Humanity CB for development of affordable housing.

WHEREAS, Pottawattamie County is presently in great need of additional affordable housing.

NOW THEREFORE BE IT RESOLVED:

That the Board of Supervisors does hereby authorize and support the unrestricted sale of the above-described real property by the Pottawattamie County Development Corporation (doing business as the 712 Initiative) to Habitat for Humanity CB.

BE IT FURTHER RESOLVED:

That the Board of Supervisors does hereby release the Pottawattamie County Development Corporation (doing business as the 712 Initiative) from any restriction set forth in Resolution 41-2002.

Dated this 16th Day of May, 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, Jorgensen. ABSTAIN: Miller. Motion Carried.

Motion by Miller, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 32-2023**; entitled RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS UNDER THE REVENUE REPLACEMENT EXEMPTION PROVIDED FOR U.S. TREASURY’S FINAL RULE.

RESOLUTION NO. 32-2023

RESOLUTION AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS UNDER THE REVENUE REPLACEMENT EXEMPTION PROVIDED FOR U.S. TREASURY’S FINAL RULE

WHEREAS, the U.S. Treasury's Final Rule allows for up to \$10,000,000 in Revenue Replacement through a standard allowance, which may be allocated toward various government services;

WHEREAS, Pottawattamie County has chosen to utilize the standard allowance for a diverse range of government services;

WHEREAS, certain expenses have already been incurred and reported to the U.S. Treasury, while others are acknowledged within the 2022-2023 Capital Plan and will be reported as projects upon commencement of expenditures;

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors hereby authorizes the following expenditures under the ARPA standard allowance for Revenue Replacement:

1. \$1,991,045.22 for the expansion of Hitchcock Park;
2. \$1,500,000.00 as matching funds with the Iowa West Foundation for the Rural Pottawattamie County Infrastructure Collaborative (RPCIC), which has identified various **projects for small**

- 3. towns throughout Pottawattamie County;
- 4. \$1,625,000.00, with \$125,000.00 allocated to each of the 13 small towns within Pottawattamie County;
- 5. \$1,300,000.00 for the continued development of a bike trail connecting Council Bluffs and Neola;
- 6. \$3,300,000.00 for the design, right-of-way, and improvement of 240th Street, and Dumfries Avenue, from Aspen Road to Pioneer Trail. Also referred to as projects: (L-2022-(Dumfries)--73-78) and project L-2022-(240)--73-78.

Projects unable to fulfill the obligation deadline of December 31, 2024, or the deadline for expenditure of funds by December 31, 2026, as stipulated in the U.S. Treasury's Final Rule may be removed and replaced at the discretion of the Board of Supervisors through subsequent resolutions.

Dated this 16th Day of May, 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.

3. OTHER BUSINESS

Motion by Belt, second by Miller, to approve and authorize Board to sign **Resolution No. 33-2023** entitled: RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO BOND SERIES 2020B DEBT FUND.

RESOLUTION NO. 33-2023

RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO BOND SERIES 2020B DEBT FUND.

WHEREAS, it is desired to transfer money from the LOST Secondary Roads Fund to Bond Series 2020B Debt Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$198,300 is ordered to be transferred from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 16th Day of May, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
--	-----	-----	---------	--------

_____	○	○	○	○
Brian Shea, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Tim Wichman				
_____	○	○	○	○
Susan Miller				
_____	○	○	○	○
Jeff Jorgensen				

ATTEST: _____
 Melvyn Houser, County Auditor

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

Motion by Jorgensen, second by Belt, to approve and authorize Board to sign **Resolution No. 35-2023** entitled: RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO BOND SERIES 2021C DEBT FUND.

RESOLUTION NO. 35-2023

RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO BOND SERIES 2021C DEBT FUND.

WHEREAS, it is desired to transfer money from the LOST Secondary Roads Fund to Bond Series 2021C Debt Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$341,300 is ordered to be transferred from LOST Secondary Roads Fund to Bond Series 2021C Debt Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 16th Day of May, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Brian Shea, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Tim Wichman				
_____	○	○	○	○
Susan Miller				
_____	○	○	○	○
Jeff Jorgensen				

ATTEST: _____
 Melvyn Houser, County Auditor

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

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 34-2023** entitled: RESOLUTION FOR TRANSFER FROM GENERAL FUND TO BOND SERIES 2021B UR BOND FUND.

RESOLUTION NO. 34-2023

RESOLUTION FOR TRANSFER FROM GENERAL FUND TO BOND SERIES 2021B UR BOND FUND.

WHEREAS, it is desired to transfer money from the General Fund to Bond Series 2021B UR Bond Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$9,600 is ordered to be transferred from General Fund to Bond Series 2021B UR Bond Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 16th Day of May, 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 Jorgensen, second by Miller, to approve and authorize Board to sign **Resolution No. 36-2023** entitled: RESOLUTION FOR TRANSFER FROM GENERAL FUND TO BOND SERIES 2022 BOND FUND.

RESOLUTION NO. 36-2023

RESOLUTION FOR TRANSFER FROM GENERAL FUND TO BOND SERIES 2022 BOND FUND.

WHEREAS, it is desired to transfer money from the General Fund to Bond Series 2022 Bond Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$25,386 is ordered to be transferred from General Fund to Bond Series 2022 Bond Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 16th Day of May, 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 Belt, second by Wichman, to approve pay for Recorder Clerk II position.
UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Public Health – Payroll status change for Madhumitha Mohanraj.
- 2) Sheriff – Payroll status change for Aaron Soucie.

B. Out of State Travel Notification(s):

- 1) Jail – Out of State Travel for Todd Schlines and Shawn Jensen.
- 2) Board of Health – Out of State Travel Notification for Amber Strohhahn.
- 3) Public Health – Out of State Travel Notification for Maria Torres, Madhumitha Mohanraj, and Maria Sieck.

C. Report(s):

- 1) Sheriff’s Report of Fees Disbursed and Collected for April 2023.

6. PUBLIC COMMENTS

No Public Comments.

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:53 A. M

Brian Shea, Chairman

ATTEST: _____
Melvyn Houser, County Auditor

APPROVED: May 23, 2023
PUBLISH: X

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 01 / 2023 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: ROLLING CIGARS
Physical location address: 5276 CARRIAGE RD City: Council Bluffs ZIP: 51501
Mailing address: 5276 CARRIAGE RD City: Council Bluffs State: IA ZIP: 51501
Business phone number: 563-419-3103

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP ROLLING CIGARS of the Heartland
Mailing address: 5276 CARRIAGE RD City: COUNCIL Bluffs State: IA ZIP: 51501
Phone number: 563-419-3103 Fax number: _____ Email: David@rollingcigars.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other RETAIL MOBILE KIOSK/ TRAILER

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): DAVID MILLER Name (please print): _____
Signature: David Miller Signature: _____
Date: 18 May 2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$12.50
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

31506

PIONEER TRAIL

TREYNOR, IA

51575

PRAIRIE CROSSING

Vineyard & Winery



David@rollingcigars.com

(563) 419-3103

RollingCigars.com

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 - Golf Outings and Tournaments
 - Corporate, Company, and Special Events
 - Festivals, Celebrations, and Shows
 - Tailgate Parties
 - Consignment and Business-to-Business
-

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enhance your event experience!***



David Miller
Rolling Cigars of the Heartland, LLC
5276 Carriage Road
Council Bluffs, Iowa 51501

A Veteran-Owned Business

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

ESTABLISHMENT: **RENEWAL: DITMARS ORCHARD AND VINEYARD**

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

COMMENTS

Signature

Lea A Voss

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

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

COMMENTS

Signature



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

ESTABLISHMENT: **RENEWAL: DITMARS ORCHARD AND VINEYARD**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

COMMENTS

Signature

ABW 78-1

License Application

- **Applicant**

Name of Legal Entity : Lyle Ditmars

Name of Business(DBA) : ditmars orchard and vineyard

Address of Premises : 19475 225th Street

Premises Suite/Apt Number :

City : Council Bluffs

County : Pottawattamie

Zip : 51503

Business : (712) 256-7053

Mailing Address: 19475 225th Street

City : Council Bluffs

State : Iowa

Zip : 51503

- **Contact Person**

Name : Lyle william Ditmars

Phone : (402) 578-3553

Email : lyleditmars@hotmail.com

- **License Information**

License Number :

License/Permit Type : Special Class C Retail Alcohol License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date :

Expiration Date :

Sub-Permits : Special Class C Retail Alcohol License

Privileges :

Last Day of Business :

- **Status of Business**

Business Type : Sole Proprietor

- **Ownership**

Lyle Ditmars

City : Council Bluffs

State : Iowa

Zip : 51503

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Illinois Casualty Co

Policy Effective Date : 2023-06-01

Policy Expiration : 2024-05-31

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

-

-

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

7543 14 301 001

--- Permanent Property Address ---	----- Mailing Address -----
DITMARS, LYLE W	DITMARS, LYLE W
19475 225TH ST	505 REDWOOD DR
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51503-8612

District: 024 GARNER TWP/UNDERWOOD SCH

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754314301001>

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

* Not to be used on legal documents

GARNER TWP 14-75-43 NW SW

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

* Class is for Assessment purposes only - Not Zoning

2023	Current Value			Total	Ag Acres	Class
	Agri. Land	Dwelling	Improvement			
Full Value	\$59,800	\$0	\$49,300	\$109,100	37	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$59,800	\$0	\$49,300	\$109,100	37	A

2022	Prior Year Value			Total	Ag Acres	Class
	Agri. Land	Dwelling	Improvement			
Full Value	\$43,600	\$0	\$20,700	\$64,300	37	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$43,600	\$0	\$20,700	\$64,300	37	A

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

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D DITMARS, LYLE W book/page: [2015/1560](#) D

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

Sale Date	Amount	Code	Book/Page	
12/23/2014	0	D1	2015/01560	multiple parcel sale
11/12/1993	77500	D050	0094/16118	multiple parcel sale

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

PDF: 27 MAP: GARNER TWP

Date Reviewed: 11/25/20 HH

LAND.....1611719 sqFt 37 acres CSR2/Acre 59.73

Commercial Building 1 of 1 -- Metal Warehouse - Milled Wood Frame (602)

STRUCTURE....1 story 3360 base SF 0 bsmt SF 3360 gross SF
 Year Built: 2003 Eff Year: 2003 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)
 Int Wall: Drywall or Equiv.
 Windows: Aluminum

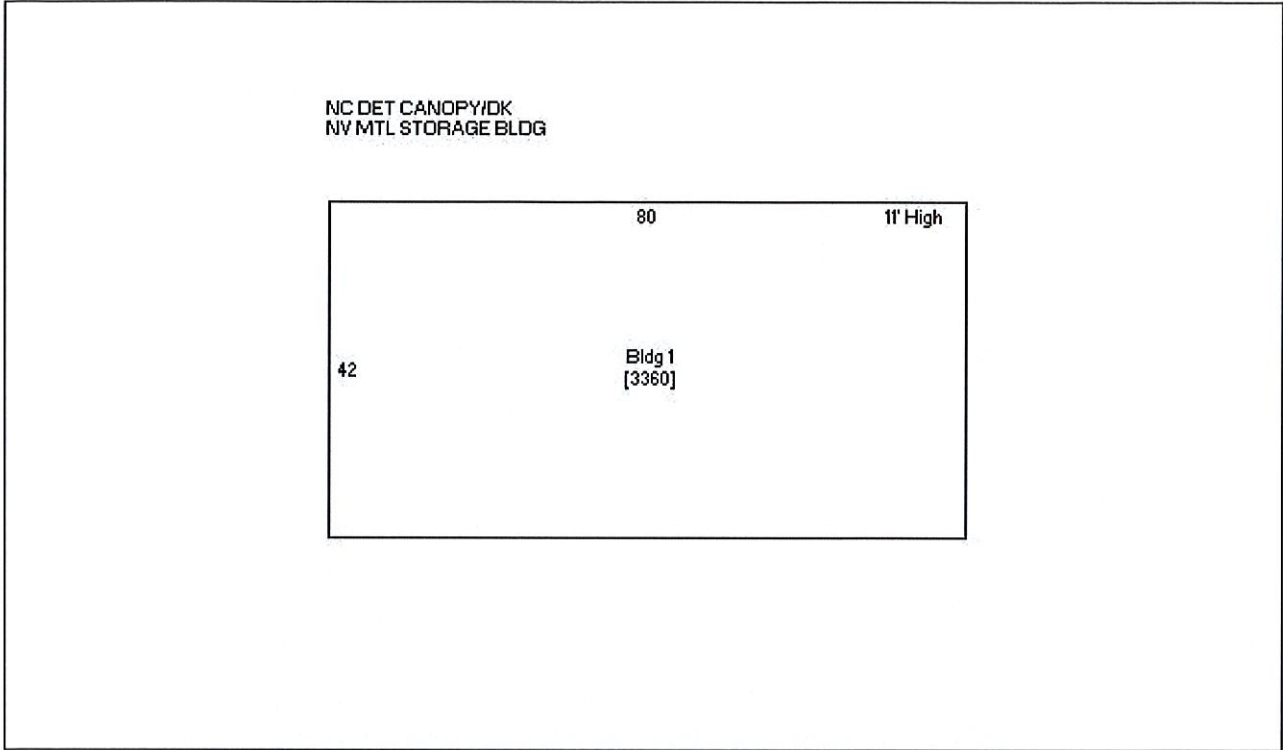
HORIZONTALS..Roof: Metal/ Frm/ Insul (< 50' Wide)
 Ceiling: Unfinished
 Drywall
 Struc Floor: R'Concrete
 Framing: Wood - Average
 HVAC: Forced Hot Air

PLUMBING....Toilet Room (1)
 Rough Plumbing (1)

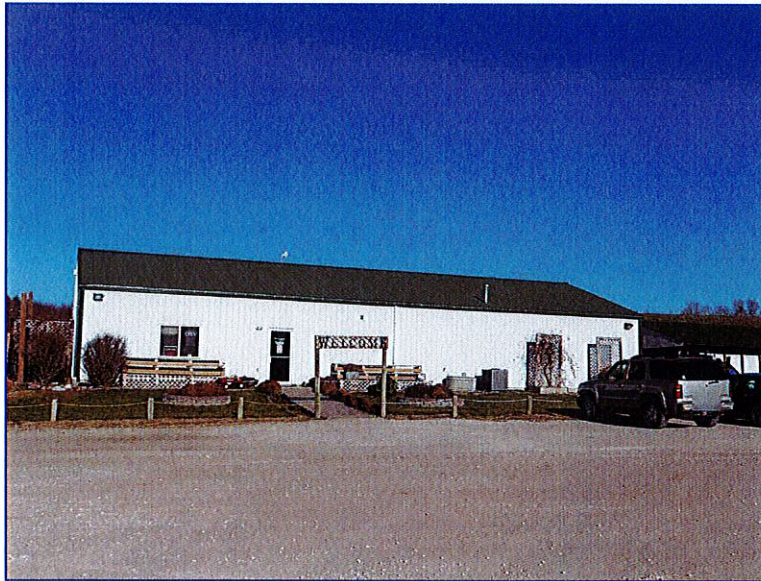
ADJUSTMENTS..Interior - finish (1120)
 Liner - compo (SFSA) (1218)

BLDG EXTRAS..1 Cold Storage: 192 SF, Cooler, 0 SFSA Door, No Door

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Steel Utility Building/STL BLDG	30 x 40	1200 SF	2020

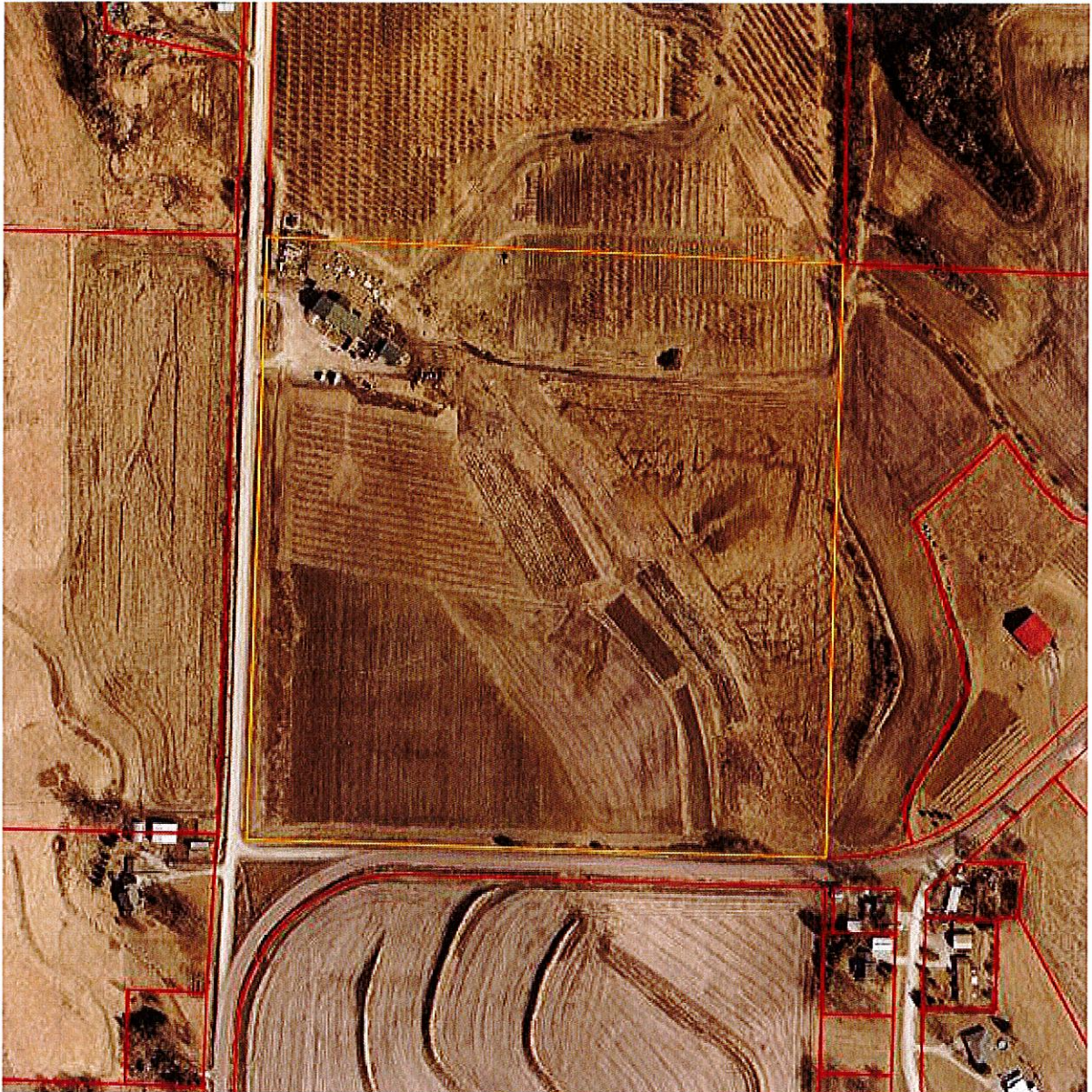


19475 225TH ST, DITMARS, LYLE W



19475 225TH ST, DITMARS, LYLE W, 1 11/19/2020

[Zoom Out](#) [Zoom In](#)



2400ft x 2400ft

[Click any parcel to go to its web page](#)

Spring 2022 aerial

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

As of:

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

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

ESTABLISHMENT: **RENEWAL: AEROPLANE INN**

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



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

ESTABLISHMENT: **RENEWAL: AEROPLANE INN**

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

COMMENTS

Signature

Lea Voss

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 12th, 2023

ESTABLISHMENT: **RENEWAL: AEROPLANE INN**

OWNER: see attached

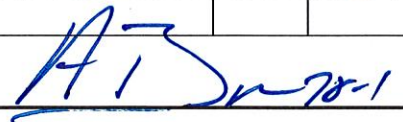
LEGAL DESCRIPTION: See attached property record.

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

COMMENTS

Signature



License Application (LC0038563)

▪ Applicant

Name of Legal Entity : Genevieve Stueve

Name of Business(DBA) : Aeroplane Inn

Address of Premises : 28935 old lincoln highway

Premises Suite/Apt Number :

City : Honey Creek

County : Pottawattamie

Zip : 51542

Business : (712) 545-3047

Mailing Address: 31708 170th street

City : Honey Creek

State : Iowa

Zip : 51542

▪ Contact Person

Name : gina stueve

Phone : (402) 960-6699

Email : thestueves@yahoo.com

- **License Information**

License Number : LC0038563

License/Permit Type : Class C Retail Alcohol License

Term : 12 Month

Status : Active

Effective Date : 2022-07-22

Expiration Date : 2023-07-21

Sub-Permits : Class C Retail Alcohol License

Privileges : Sunday Sales, Outdoor Service

Last Day of Business :

- **Status of Business**

Business Type : Sole Proprietor

- **Ownership**

timothy stueve

City : honey creek

State : iowa

Zip : 51542

Position : Owner

% of ownership :

U.S. Citizen : Yes

genevieve stueve

City : honey creek

State : iowa

Zip : 51542

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

▪ **Insurance Company Information**

Insurance Company : Illinois Casualty Co

Policy Effective Date : 2022-07-22

Policy Expiration : 2023-07-22

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

■

■

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

7744 35 227 003

--- Permanent Property Address ---	----- Mailing Address -----
STUEVE, TIMOTHY J-GENEVIEVE R	STUEVE, TIMOTHY J-GENEVIEVE R
28935 OLD LINCOLN HWY	28935 OLD LINCOLN HWY
HONEY CREEK, IA 51542	HONEY CREEK, IA 51542

District: 072 ROCKFORD TWP/MISSOURI VAL
District: 072 ROCKFORD TWP/MISSOURI VAL

=====
REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774435227003>

=====
TAX DESCRIPTION* =====
* Not to be used on legal documents
ROCKFORD TWP 35-77-44 S122' W415' N387.41' E562.4' NE NE
===== ASSESSED VALUE =====
* Class is for Assessment purposes only - Not Zoning

2023	Current Value			Total	Class
	Res. Land	Comm. Land	Dwelling		
Full Value	\$15,552	\$16,848	\$72,200	\$166,400	R/C
Exempt	\$0	\$0	\$0	\$0	R/C
Net Total	\$15,552	\$16,848	\$72,200	\$166,400	R/C

2022	Prior Year Value			Total	Class
	Res. Land	Comm. Land	Dwelling		
Full Value	\$15,552	\$16,848	\$59,000	\$146,000	R/C
Exempt	\$0	\$0	\$0	\$0	R/C
Net Total	\$15,552	\$16,848	\$59,000	\$146,000	R/C

=====
EXEMPTIONS/CREDITS APPLIED =====
OWNERS =====
* Book/Page LINKS TO RECORDER'S WEBPAGE
1 D STUEVE, TIMOTHY J-GENEVIEVE R book/page: [2011/9338](#) D

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

Sale Date	Amount	Code	Book/Page
07/22/2011	131400	D0	2011/09338
12/12/2004	18500	D022	0106/05592
11/01/1987	18500	C050	0106/05591

=====
ASSESSMENT DATA =====
PDF: 10 MAP: ROCKFORD TWP COMM-10

Date Reviewed: 12/27/22 GMS

LAND.....50529 sqFt 1.16 acres

Residence 1 of 1 -- Single-Family
BUILDING.....Mfd Home (Multi-Section) 5/0 Rooms Above/Below 3/0 Bedrooms Above/Below 1624 SF Base AC
Built:1990 Observed Bsmt: None Bsmt Finish: None Attic Finish: None
FINISH.....Foundation: Pier Exterior: Vinyl Roof: Asph / Gable
Interior: Drwl Flooring: Carpet / Vinyl
PLUMBING.....2 Standard Bath - 3 Fixt
DECK/PATIOS..234 SF Wood Deck

Commercial Building 1 of 1 -- Bars and Lounges (303)
DBA: AEROPLANE INN
STRUCTURE....1 story 448 base SF 0 bsmt SF 2192 gross SF
Year Built: 1953 Eff Year: 1953 Condition: Normal
VERTICALS....Ext Wall: C'Blk or Tile - 8"
Int Wall: Drywall or Equiv.
Panel - Softwood
WallFace: Incl. w / Walls
Front/Doors: Average Cost Front
Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: 3-Ply Compo/ Wood Deck
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

PLUMBING.....Sink-Kitchen (1)

BLDG EXTRAS..1 Porch (Commercial): 900 SF, Concrete Patio

Commercial Building 1 of 1 Addition 1 -- Bars and Lounges (303)

DBA: AEROPLANE INN

STRUCTURE....1 story 672 base SF 0 bsmt SF
 Year Built: 1980 Eff Year: 1980 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 Panel - Softwood
 WallFace: Incl. w / Walls
 Front/Doors: Average Cost Front
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: 3-Ply Compo/ Wood Deck
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)

Commercial Building 1 of 1 Addition 2 -- Bars and Lounges (303)

DBA: AEROPLANE INN

STRUCTURE....1 story 960 base SF 0 bsmt SF
 Year Built: 1992 Eff Year: 1992 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 WallFace: Incl. w / Walls
 Front/Doors: Incl. w / Base
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

PLUMBING.....Sink-Kitchen (2)

Commercial Building 1 of 1 Addition 3 -- Bars and Lounges (303)

DBA: AEROPLANE INN

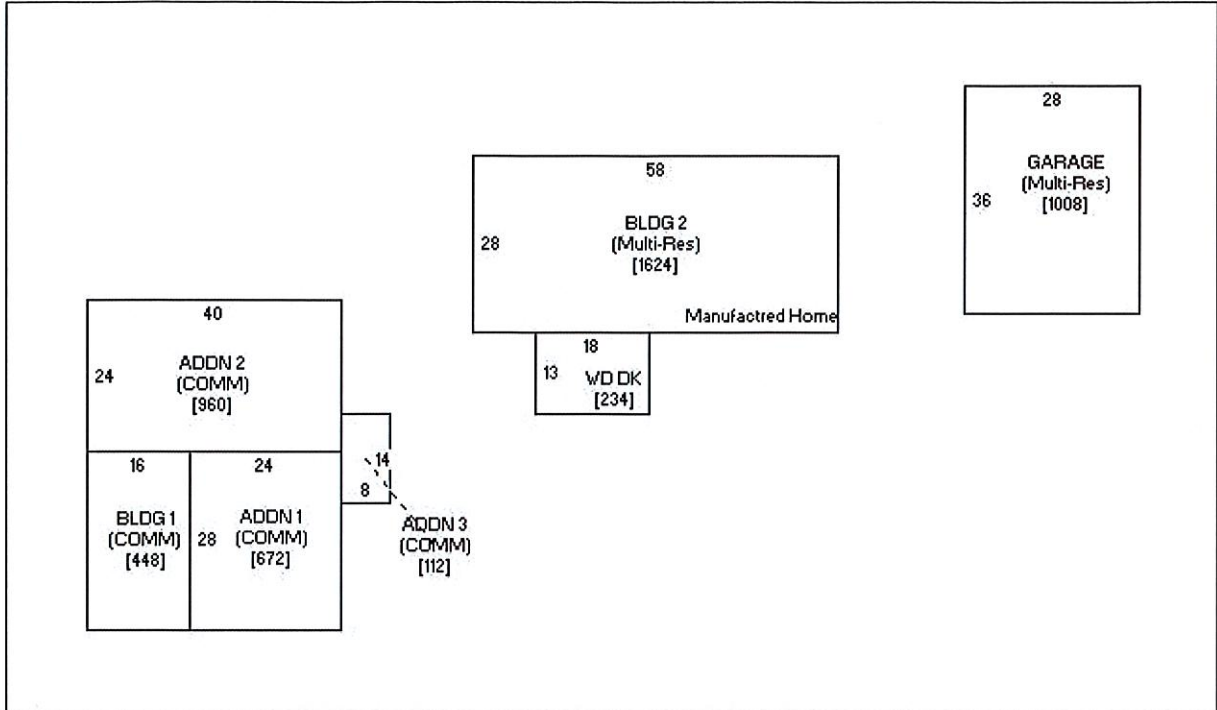
STRUCTURE....1 story 112 base SF 0 bsmt SF
 Year Built: 2006 Eff Year: 2006 Condition: Normal

VERTICALS....Ext Wall: Wood - Frame
 Int Wall: Drywall or Equiv.

HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

YARD EXTRAS..Paving - Concrete 1,400 SF, Concrete Parking Lots

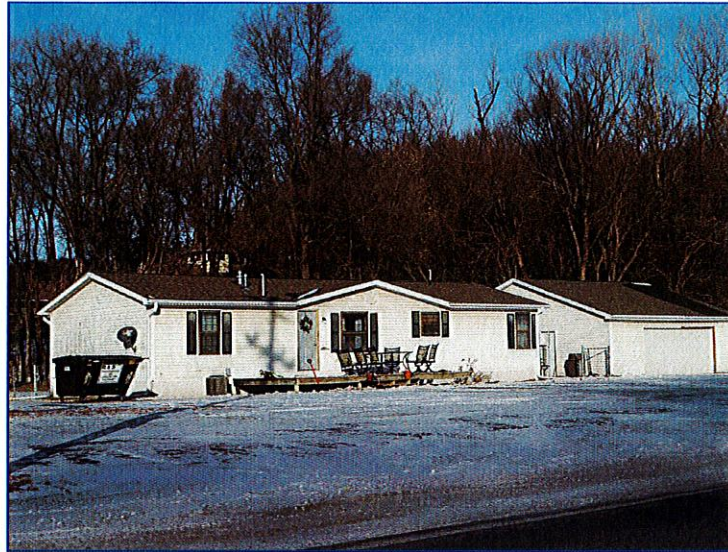
Garage 1,008 SF, Frame
Shed 80 SF; Frame Shed



28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R

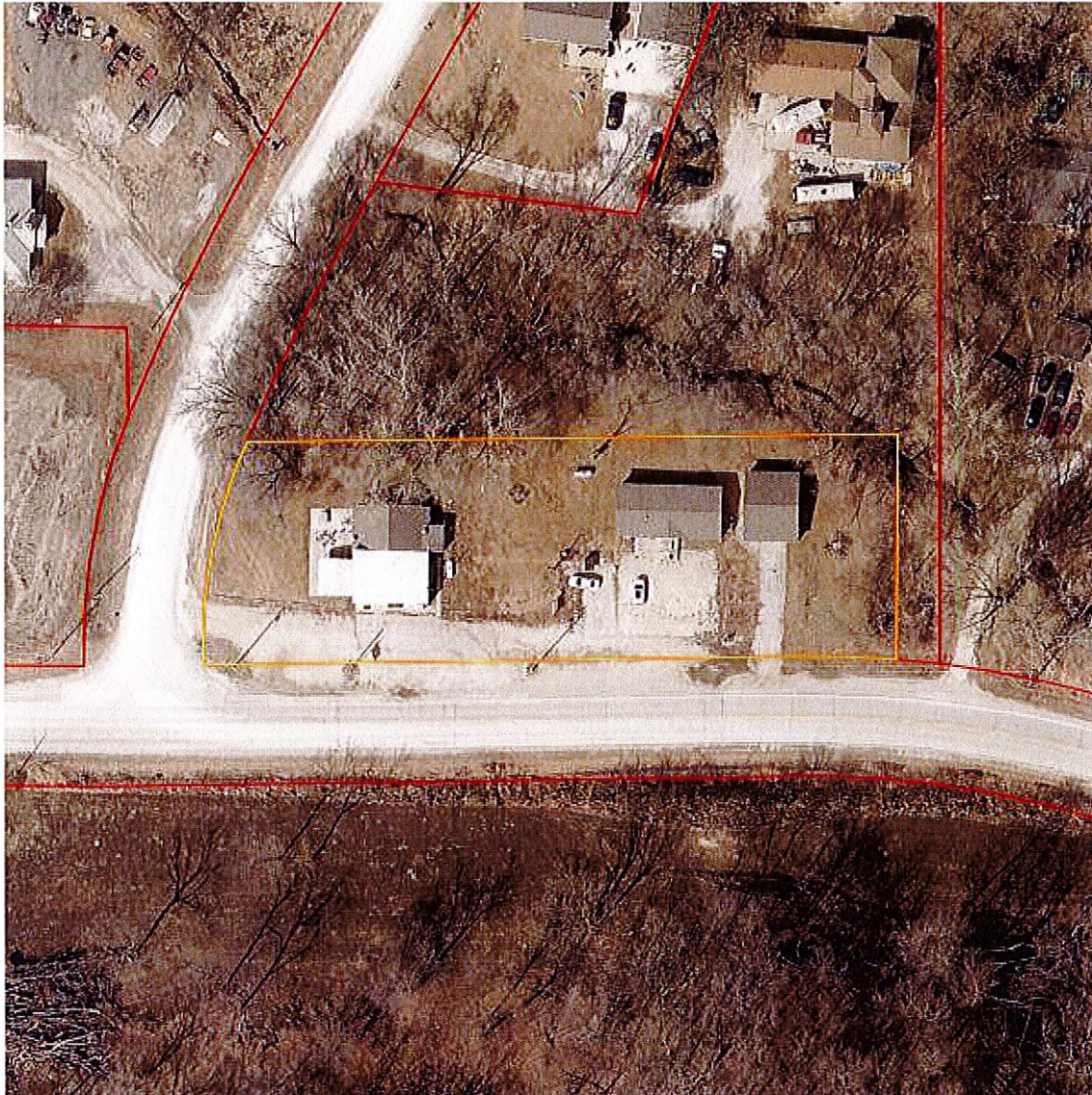


28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R, 1 12/27/2022



28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R, 2 12/27/2022

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

[Click any parcel to go to its web page](#)

Spring 2022 aerial

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

As of:

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

Scheduled Sessions

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

Second Consideration of Ordinance No. 2023-03, an ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 1.04 acres from a Class A-3 (Riverfront and Agricultural Production) to a Class I-1 (Limited Industrial) District; and to adopt Ordinance No. 2023-03 into law.

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2023-03

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2023-03**

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 1.04 acres from a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited Industrial) District.

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

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

LEWIS TWP 29-74-43 N445' S495' LYING E OF RD & W OF RR E1/2 NW

SECTION 2 - SEVERABILITY: That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4 - EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED.

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

Brian Shea, Chairman

Tim Wichman

Scott Belt

Ordinance #2023-03

Susan Miller

Jeff Jorgensen

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	May 11, 2023
BOARD OF SUPERVISORS PUBLIC HEARING:	May 16, 2023
FIRST CONSIDERATION:	May 16, 2023
SECOND CONSIDERATION:	May 23, 2023
PUBLICATION:	June 1, 2023
RECORD:	June 2, 2023

Underwood City Council

Request to Amend Exhibit A of the Forgivable Promissory Note Agreement between Pottawattamie County and the City of Underwood; Amendment requested for discussion and/or decision to add a portion of the Bike Trail between North Street and 4th Street to Exhibit A.

FORGIVABLE PROMISSORY NOTE AGREEMENT

WHEREAS, Pottawattamie County, Iowa (the "County") has received certain funds under the American Rescue Plan Act (hereinafter referred to as ARPA funds); and

WHEREAS, the Pottawattamie County Board of Supervisors has expressed a desire to share a portion of those funds with various municipalities located in the County; and

WHEREAS, the use of ARPA funds is necessary for those municipalities to complete certain specified and approved projects which will benefit all citizens of Pottawattamie County; and

WHEREAS, the municipalities in the County have requested that Pottawattamie County provide access to those ARPA funds in the form of a forgivable promissory note (the "Forgivable Promissory Note") in order to pay for the costs of completing these projects; and

WHEREAS, the City of **Underwood** (hereinafter referred to as the "City") is one of the municipalities interested in taking advantage of the use of these funds;

NOW, THEREFORE, the City and the County agree as follows:

A. The City's Covenants.

1. City Project. The City agrees to use any funds provided pursuant to this agreement toward the completion of the project or projects set forth on Exhibit A hereto.

2. Forgivable Promissory Note. The City agrees that it will execute, in favor of the County, a promissory note in the amount of \$125,000 payable in ten equal installments without interest with the first payment being due on the second anniversary of the disbursement of funds by the County and the remaining nine installments being due on the same date for the ensuing nine years. This note shall be delivered to the County and shall be forgivable provided certain criteria are met. These criteria shall include spending these funds in full by October 31st, 2024, providing satisfactory documentation that the funds were directed to projects listed in Exhibit A. Any additional criteria shall be negotiated and agreed upon between the parties at the time of the execution of the promissory note. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Nothing herein shall prohibit the City from forgoing the right to promissory note forgiveness by prepaying on the Forgivable Promissory Note at any time.

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 the City to complete, or make satisfactory progress toward completion of the project or projects set forth in Exhibit A pursuant to the terms and conditions of this Agreement.
- II. Failure by the City 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 the City describing the cause of the default and the steps that must be taken by the City in order to cure the default. The City shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the City 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 the City 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 provide ARPA funds in the amount of \$125,000 to the City for the purpose of assisting the City in completing the project or projects set forth in Exhibit A.

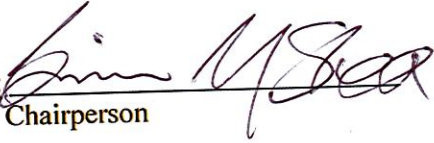
2. Promissory Note Forgiveness. Annual principal payments on the Forgivable Promissory Note shall be forgiven within fifteen (15) days upon receipt from the City of a satisfactory Promissory Note Forgiveness Request. This request should be delivered annually to the County within thirty (30) days of the 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 the City does not meet the requirements of Section A.2 above, the County shall notify the City within fifteen (15) days of such determination in order to allow an opportunity for the City to cure the noted deficiencies.

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

DATED this 20th day of March, 2023.

POTTAWATTAMIE COUNTY, IOWA

By: 
Chairperson

Attest:


County Auditor

DATED this 11 day of April, 2023.

CITY OF **UNDERWOOD**, IOWA

By: 
Mayor

EXHIBIT A

Projects:

1. Develop Bike Trail Stop with Restrooms
2. Make Pickleball Court

EXHIBIT B
FORGIVABLE PROMISSORY NOTE

PRINCIPAL AMOUNT: \$125,000

Interest Rate: 0.0%

Maturity Date: Second Anniversary of the Execution Date Set Forth Below

Dated: March 28, 2023

The City of Underwood, Iowa (the "Borrower") for value received, promises to pay, to Pottawattamie County, Iowa (the "County"), its successors or assigns, the principal sum of One hundred twenty-five thousand Dollars (\$125,000), in lawful money of the United States of America, payable in ten (10) equal installments with the first payment being due on the third 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 under a certain Forgivable Promissory Note Agreement (the "Agreement") between the County and the Borrower dated 3/28/23 2023, 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 6th 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 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 secured, 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.

CITY OF UNDERWOOD, IOWA

By Dennis C. Bardsley
Mayor

Lea Voss / Treasurer

**Discussion and/or decision to approve tax suspension
pursuant to Iowa Code Section 427.9, for property
located at 2643 Avenue L, Council Bluffs, Iowa.**

Debi Redmon/Supervisor,
Community Services and
Suzanne Watson/Director,
Community Services

**Discussion and/or decision to approve 2023
Pottawattamie County Housing Trust Fund Grant
Agreement.**

**2023 POTTAWATTAMIE COUNTY HOUSING TRUST FUND
GRANT AGREEMENT**

This Grant Agreement (Agreement) is made by and between **Pottawattamie County General Assistance** as Grantee and the **Pottawattamie County Housing Trust Fund, Inc. (PottCoHTF)** as Grantor.

WITNESSETH

WHEREAS, Grantee is qualified to receive a grant from the PottCoHTF for the GAP Assistance Program (the Project) and has the necessary ability to manage and apply such funds to eligible costs for the affordable housing improvements to be implemented by the Grantee or its agents.

WHEREAS, PottCoHTF received 2023 funds distributed from the Local Housing Trust Fund Program (LHTF) administered by the Iowa Finance Authority (IFA) and desires to make an award to the Grantee in accordance with the purpose stated in the Grant Application submitted to the PottCoHTF which is hereby incorporated by reference and made a part hereof.

WHEREAS, Grantee agrees to accept the award and to comply with the policies, procedures and rules of the PottCoHTF included in this Agreement and all Exhibits and Attachments.

NOW, THEREFORE, in mutual consideration of the respective promises and benefits contained herein, the parties agree as follows:

- Agreement Effective Date: Upon Signature of Both Parties
- Project Completion Date: November 30, 2024
- Total PottCoHTF Grant Award: \$30,227.00

Section 1. Scope of Grant Agreement

This Agreement is for grant funds in the amount of \$30,227.00 as approved by the PottCoHTF Board of Directors on May 9, 2023. The Grantee agrees to apply all grant proceeds to the approved tasks, work, services and other obligations as described in the Grantee's Grant Application resulting in the following services:

- Total/Approximate Number of Units Serving 0-30% Median Family Income (MFI) or Below: 38
- Total/Approximate Number of Units Serving 31-80% MFI or Below: 10
- Total/Approximate Number of All Units Served: 48
- Total/Approximate Number of Individuals/Households Served: 48

The most current MFI household income limits are attached herein as Exhibit A and are updated annually by the U.S. Department of Housing & Urban Development (HUD).

Section 2. Project Description

This Project will involve rental housing assistance for deposit, first month's rent, and/or application fees. Detailed descriptions of the specific Project along with allowable costs appear in the Grantee's Grant Application. The Project budget includes the following:

PottCoHTF	\$30,227.00
Grantee	\$ 0.00
Other	\$ 0.00
Total	\$30,227.00

Funding awarded to the Grantee is subject to the following conditions in addition to those expressed in this Agreement:

- a. Assistance is limited to \$1,000 per household unless approved by PottCoHTF.
- b. All rental units occupied by tenants assisted under this agreement shall be registered and in compliance with applicable rental codes, if any.
- c. Prior to any payments to landlords, the Grantee shall verify that the rental unit is registered and compliant with applicable rental codes, if any.
- d. All payments qualifying for reimbursement hereunder shall be paid directly by the Grantee to the landlords on behalf of the qualified households.
- e. Affordability period shall be the date of reimbursement.

Section 3. Grantee Requests for Payment

Disbursement of grant proceeds for the Project shall be subject to prior receipt by PottCoHTF of a Request for Disbursement form attached as Exhibit B. Invoices, bids, payment documentation, beneficiary and income documentation corresponding to, supporting, and documenting the request must be included with the Request for Disbursement Form. Payments will be made within thirty (30) days of receipt of the Request for Disbursement Form and confirmation of compliance with this Agreement.

Section 4. Allowable Costs

The Grantee agrees that total allowable costs are those specified and approved in Section 2 hereof. Project costs other than those shown herein shall be allowed only by prior written approval of the PottCoHTF Board. No expenditures may be made prior to the date of the award letter for the Project unless otherwise approved by the PottCoHTF Board.

Section 5. Grantee Responsibilities

The Grantee agrees to satisfactorily perform the following affirmative requirements until the terms of the Agreement are fulfilled and this Agreement expires:

LHTF Requirements – The Grantee shall comply with the requirements of the LHTF Program and the PottCoHTF Housing Assistance Plan (HAP).

Income Certification - The Grantee agrees to obtain demographic and financial information on assisted households to fulfill the intent of this Agreement and the PottCoHTF mission to develop and preserve affordable housing in Pottawattamie County. Grantee agrees to require and maintain income and asset documentation on all assisted households during the affordability period in accordance with the guidance below. In addition to the income certification, household information must include at least two sources for household income documentation from the following, as well as household asset documentation:

Household Information - Size, Composition, Students, or Lease Application AND	
Household Income Documentation:	Household Asset Documentation:
1. Employer documentation form;	1. 90 days bank statements
2. Copy of recent tax forms;	2. < \$5,000 asset form
3. SSI / SSD award letter;	
4. At least 1 month of paystubs;	
5. Zero income form	

An income and asset verification form is attached as Exhibit E. Grantee is encouraged to utilize this form. PottCoHTF recognizes that Grantee may have other income reporting requirements and PottCoHTF reserves the right to approve alternative income and asset certification forms and procedures. Grantee agrees to examine income and asset documentation to ensure compliance with limitations of respective units and submit such documentation with pay requests. Income and asset certification must be completed no more than 180 days prior to the associated pay request.

Procurement - PottCoHTF requires that all grant recipients obtain at least two bids from qualified contractors prior to any work being commenced under the terms of this grant agreement. Grantee may choose to have the work done by either contractor; however, PottCoHTF reserves the right, in its sole discretion, to reimburse only the lesser amount of the two bids. In special circumstances, PottCoHTF may waive this provision upon written request, detailing the circumstances, prior to commencement of the project.

Reporting - The Grantee agrees to submit reports and documents at such times and in such form as required by the PottCoHTF in accordance with the following schedule:

a. Grantee Activity Status Report and Semi-Annual Financial Report: Due semi-annually on the fifth day of July for the period ending June 30th, the fifth day of January for the period ending December 31st, and with each Request for Reimbursement. The original should be submitted to the PottCoHTF on the forms attached as Exhibits C and D.

b. Request for Reimbursement Form: Due for payment of Project expenses. See Section 3 herein for further details.

c. Final Performance Report and Final Funds Report: Due thirty (30) days following the completion of the Project on the forms attached as Exhibits C and D. Final report shall include photographs of completed projects.

The PottCoHTF reserves the right to require more frequent submission of reports or to require additional, special reports if PottCoHTF deems necessary. All reports should be submitted to:

Pottawattamie County Housing Trust Fund
C/O: Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

For additional information on the program or any of the forms, please contact the PottCoHTF administrator via telephone at: (402) 444-6866 ext. 3234 or via email at: bgrefe@mapacog.org.

Maintenance of Project Property and Insurance - The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted and shall not suffer or commit waste or damage upon the Project property.

Fair Housing - The Grantee agrees to comply with the provisions of Section 16.9 of the Code of Iowa and Sections 216.8 and 216.8A of the Iowa Code and with the provisions of the Fair Housing Act, as amended.

Section 6. Grantee Security and Performance Standards

The Grantee certifies that it will satisfy all conditions of this Agreement. If applicable, the Grantee shall execute in favor of the PottCoHTF all security agreements, financing statements, mortgages, promissory notes, personal and/or corporate guarantees (hereafter, "Security Instruments") as applicable and required by the PottCoHTF. In the event that the Grantee does not satisfactorily comply as required in this Agreement and in accordance with the terms in the Grantee Grant Application, then the funds that are awarded through this Agreement may be disallowed and subject to return to PottCoHTF.

Section 7. Grantee Accounts and Records

The Grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under and in connection with this Project and this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of personnel, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this Agreement.

All such accounts and records in the possession of the Grantee pertaining to this Agreement shall be retained by the Grantee for a period of three (3) years beginning with the date upon which the final report under this Agreement is approved. All records shall be retained beyond this three (3) year period if audit findings have not been resolved within that period.

Section 8. Inspection and Audit of Grantee Records

At any time during normal business hours and as frequently as is deemed necessary, the Grantee shall make available to the PottCoHTF for its examination, any and all of its records pertaining to all matters covered by this Agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records and all other matters covered by this Agreement.

The PottCoHTF may require an independent audit of the Grantee's records be performed, at the Grantee's expense, in order to resolve any questions, claims or discrepancies.

Section 9. Withholding of Grant Funds

The PottCoHTF reserves the right to withhold disbursement of grant funds, or disburse less than the total award, until the conditions of the award letter have been fulfilled and the PottCoHTF has received any or all of the following:

- a. Grantee's satisfactory progress and performance of the Project;
- b. Required permits, licenses or approval actions by governmental agencies;
- c. Invoices, statements or equivalent documents; and
- d. Grantee's satisfactory submission of requisite reports.

Section 10. Reimbursement of Recovered Payments

In the event Grantee recovers payment of costs made on any project for which it receives grant proceeds from PottCoHTF, Grantee will remit a portion of the recovered funds to PottCoHTF. The recovered funds shall be split by PottCoHTF and Grantee in the same proportion as each party's funds were used in the Project. The provisions of this section (a) shall apply to funds recovered from payments made at any time after the effective date of the Agreement and (b) shall survive the expiration or earlier termination of the Agreement.

Section 11. Amendment of this Agreement

PottCoHTF or the Grantee may, during the duration of this Agreement, deem it necessary to make alterations to the provisions and conditions of this Agreement. Any changes to this Agreement which are approved in writing by the PottCoHTF and the Grantee shall be incorporated herein. The provisions of such amendment shall be in effect as of the date of such amendment unless otherwise specified within such amendment.

Section 12. Agreement Coverage

This Agreement and any referenced documents contain the entire Agreement between the parties. Any statement inducements or promises not contained herein shall not be binding upon the parties. The Grantee shall not assign this Agreement without prior written authorization from the PottCoHTF. If any of the provisions herein shall be in conflict with the laws of the State of Iowa or shall be declared to be invalid by any court of record in the State of Iowa, such invalidity shall be construed to affect only such portions of the Agreement and the remainder of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of the Agreement were not contained herein.

The Grantee agrees to not materially change the ownership, structure, or control of the Grantee affecting the Project, including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Grantee assets directly associated with the Project. Changes in the Grantee ownership, structure or control which do not materially affect the Project shall require forty-five (45) days prior written notice to the PottCoHTF, but not written consent of the PottCoHTF. The materiality of the change and whether or not the change affects the Project shall be determined by the PottCoHTF.

Section 13. Representations

- a. This Agreement is considered legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.
- b. The estimated Project cost is set forth in the Grantee's original application to the Grantor and no part of the proceeds will be used to finance ineligible costs, within the meaning of the rules.

c. There is no litigation or proceeding pending, or to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever the right of the Grantee to execute this Agreement or the other Agreements required to be executed by the Grantee under this Agreement, or the ability of the Grantee to comply with the Grantee's obligations contained herein or therein.

d. The Grantee agrees that the Grantor shall have no responsibility nor incur any expense for maintenance or preservation of the Project or for the payments of any taxes, assessments, or other governmental charges assessed or levied with respect to the Project.

e. The certifications and representations of the Grantee and other information contained in the Application were true and correct as of the date made and are true and correct on the date hereof, except as information in the Application may have been amended with the written approval of the Grantor.

f. There has been no adverse change since the date of the Grantee's Grant Application in the financial condition, organization, operation, business prospects, fixed assets, or key personnel of the Grantee.

g. No payment of any bonus or commission has been made by the Grantee for the purpose of obtaining approval of the Grantee's Grant Application, or has or will be made for the purpose of obtaining approval of applications for additional assistance, or other approval or concurrence of the Grantor required under this Agreement.

h. No officer, member, consultant, or employee of the Grantor and no members of its board, and no other public official of the governing body of the locality in which the Project is located who exercises any functions or responsibilities in the review of approval of the Project has participated in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested or has any personal or financial interest, direct or indirect, in the Agreement or the proceeds of the grant.

Section 14. Events of Default

The following events each constitute an Event of Default:

a. Any representation or warranty made by the Grantee under or in connection with this agreement that shall prove to have been incorrect in any material respect when made and shall not be made good within thirty (30) days after notice thereof to the Grantee by the Grantor; or

b. The Grantee shall fail to perform or observe any other term, covenant, or stipulation contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to the Grantee by the Grantor.

Section 15. Remedies of Default

Under any occurrence of an Event of Default, the Grantor or its agent may:

a. Make no further disbursements under the Grant, and/or

b. Take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Agreement.

c. By written notice of the Grantee, demand repayment from the Grantee of all or a portion of amounts previously disbursed under the Grant, whereupon such amounts shall become due and payable.

d. Take whatever action at law or in equity may appear necessary or desirable to enforce Grantee's obligation to repay all or a portion of the Grant proceeds and to recover Grant proceeds.

Section 16. Indemnity, Fees and Expenses

a. Grantee will indemnify and hold harmless the Grantor and its officers and employees from and against any and all losses, by it or them while it or they are acting in good faith to carry out the transactions contemplated by the Agreement or to safeguard its or their interest or ascertain, determine or carry out its or their obligations under this Agreement, or any law or contract applicable to said transactions.

b. Grantee will, upon demand, pay to the Grantor the amount of any and all reasonable expenses, including the reasonable fees and expenses of its attorneys, including the value of its connections with (i) the exercise or enforcement of any of the rights of the Grantor hereunder, (ii) the failure by the Grantee to perform or observe any the provisions hereof, and (iii) the recovery of any proceeds misappropriated by the Grantee. The Grantee will also pay, upon demand by the Grantor, and other reasonable expenses of the Grantor related to the project or this financing (including reasonable attorney's fees) which are not otherwise expressly required to be paid by the Grantee under the terms of this Agreement.

c. Grantee agrees to pay, as and if applicable, all appraisal fees, survey fees, recording fees, license and permit fees, insurance premiums, taxes, and assessments in connection with the Project.

d. The Grantor and Grantee further agree that they are neither partners nor joint ventures with regard to the matters that are subject to this Agreement.

Section 17. Severability

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 18. Entire Agreement Statement

This Contract contains the entire Agreement between the Grantor and Grantee for providing assistance. 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 part of this Contract per Section 11.

Section 19. Grantor Recognition

The Grantee shall insure recognition of the role of the PottCoHTF in providing funding through this agreement. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in customary press releases, signage, publications, and open house events associated with the Project.

Section 20. Designation of Representatives

The President of the Board of Directors of the PottCoHTF is the representative authorized to execute any changes in or to this Agreement. The Grantee's representative authorized to execute or negotiate any changes in or to this Agreement is noted below.

Pottawattamie County Housing Trust Fund (PottCoHTF)

By: _____
Courtney Harter, President

Date

Pottawattamie County, Iowa

By: _____
Brian Shea, Board of Supervisors Chairperson

Date

Exhibit A – Household Income Limits

**2022 Adjusted HOME Income Limits
Omaha-Council Bluffs, NE-IA MSA
Effective date: June 15, 2022**

INCOME CATEGORY	HOUSEHOLD SIZE							
	1	2	3	4	5	6	7	8
30% Limit	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% Limit	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
80% Limit	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500

Available at: <https://www.hudexchange.info/programs/home/home-income-limits/>

Exhibit B – Sample Request for Reimbursement Form

2023 Pottawattamie County Housing Trust Fund (Contract #23-LHTF-18)

Request for Disbursement

Reimbursement Request #: _____

Requesting Entity:

Name of Organization: _____

Agency Contact #: _____

Street Address: _____

City/State/Zip: _____

Project Name: _____

Street Address: _____

City/State/Zip: _____

Financial Information:

Total Grant Amount (Contract): _____

Amount Previously Requested: _____

Current Balance of Grant: _____

Amount of Current Request: _____

Beneficiary Information:

Units to be Assisted (Contract): _____ 0

0-30% 31-80%

0 0

Units Previously Assisted: _____ 0

0 0

Units Remaining to be Assisted: _____ 0

0 0

Units Assisted by this Request: _____

Required Attachments:

_____ (1) Proof of expense/appropriate invoice(s)

_____ (2) Cancelled agency/organization check(s)

_____ (3) Income verification documentation

Signature

Date

Print Name and Title

PottCoHTF Office Use Only:

IFA Grant Funds: _____

PottCoHTF Funds: _____

Total Funds Disbursed: _____

Approved/Date: _____



Exhibit C – Sample Grantee Activity Status Report



State Housing Trust Fund
Exhibit C - Grantee Activity Status Report

Grantee Name: _____
 Agreement Number: 23-_____
 Agreement Expiration Date: 11/30/2024

This report must be submitted to IFA within 15 calendar days after the end of the reporting period.
 Reporting period end date: _____ (report as of June 30 or December 31 of current year)
 Final Report? _____ (yes or no)

Provide all requested information as of the reporting period end date as a cumulative total under this grant agreement (not solely data for this six-month reporting period).

Total Households or Housing Units Assisted as of Reporting Period End Date
 Report the cumulative total Number of households or housing units assisted and the Amount of assistance provided.

Reporting by Income

Category	Number	\$ Amount	
Extremely Low-Income - Assisted with Grants			at or below 30% AMI
Extremely Low-Income - Assisted with Loans	0	\$ -	at or below 30% AMI
Extremely Low-Income - Assisted with a combination of Grants & Loans	0	\$ -	at or below 30% AMI
Low-Income - Assisted with Grants			between 30% and 80% AMI
Low-Income - Assisted with Loans	0	\$ -	between 30% and 80% AMI
Low-Income - Assisted with a combination of Grants & Loans	0	\$ -	between 30% and 80% AMI
Moderate-Income or Above - Assisted with Grants	0	\$ -	
Moderate-Income or Above - Assisted with Loans	0	\$ -	above 80% AMI and assisted only with Local Match funding
Moderate-Income or Above - Assisted with a combination of Grants & Loans	0	\$ -	
Total	0	\$ -	totals should equal cells C41 / C54 and D41 / D54

Reporting by Project Type

Category	Number	\$ Amount	
Homebuyer / Homeowner Units Assisted			includes owner-occupied rehabilitation
Rental Units Assisted			includes permanent and transitional
Housing for the Homeless Units Assisted			includes emergency shelter
Total - Affordable Housing Units	0	\$ -	totals should equal cells C34 / C54 and D34 / D54
Capacity Building Awards	0	\$ -	awards to affordable housing agencies
Administration	N/A	\$ -	LHTF Program administration
Other	0	\$ -	if other, explanation must be provided
<i>If other, explain activities assisted:</i> _____			attach additional explanation if needed
Total - Capacity Building & Administration	0	\$ -	

Reporting by Activity Type

Category	Number	\$ Amount	
Housing Development Activities			created new affordable housing
Housing Preservation Activities			preserved existing affordable housing
Total - Housing Development & Preservation	0	\$ -	totals should equal cells C34 / C41 and D34 / D41

Counties where Households / Housing Units have been Assisted

County	Number of Households / Housing Units	SHTF Amount Expended	Local Match Amount Expended
Pottawattamie	0		
TOTAL:	0	\$ -	\$ -

Assessment of progress to date

Activities planned for upcoming semi-annual reporting period

Additional comments, if applicable, including need for corrective action or amendment request

Report prepared by:

Name: _____
 Title: _____
 Telephone Number: _____
 Email: _____
 Date: _____

Exhibit D – Sample Grantee Semi-Annual Financial Report



State Housing Trust Fund
Exhibit D - Semi-Annual Financial Report

Agreement Number: 23-
Agreement Expiration Date: 11/30/2024

Source of Funding	Budgeted Amount	Amount Expended to Date
TOTAL SOURCES	\$0	\$0

Use of Funding	Budgeted Amount	Amount Expended to Date
TOTAL USES	\$0	\$0

Exhibit E – Sample Household Income & Asset Verification Form

POTTAWATTAMIE COUNTY HOUSING TRUST FUND HOUSEHOLD COMPOSITION AND INCOME/ASSET VERIFICATION

Grantee: [GRANTEE NAME] Address: [STREET ADDRESS], [CITY NAME], Iowa [ZIP]
 PottCoHTF Contract Number: [23-XX] Name of Grantee Reviewer: [REVIEWER NAME]

PART I – Recipient Data

Address of Household Assisted: [STREET ADDRESS], [CITY NAME], Iowa [ZIP]

Household Type	Rent	Assessed Value/Purchase Price
Homeowner/Homebuyer		
Tenant		

PART II – Household Composition

Name of Household Member	Relationship	Age	Sex	Race	Ethnicity	Marital Status	Disabled	F/T Student
1.	HOH							
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Number of Persons in Household:

Relationship: HOH-Head of Household; A-Adult co-occupant; O-Other family member; C-Child; F-Foster child; L-Live-in caretaker
 Race: A-Asian; B-Black/African American; C-Caucasian; N-Native American; O-Other Disabled & F/T Student: Y-Yes; N-No
 Ethnicity: H-Hispanic or Latino; N-Not Hispanic or Latino Marital Status: S-Single; M-Married; D-Divorced; W-Widowed; O-Other

PART III – Anticipated Annual Income

Name(s) of Household Member(s)	Employment Wages	Benefits/Pensions	Public Assistance	Other Income
Subtotals	\$ -	\$ -	\$ -	\$ -
Total Income:			\$	-

PART IV – Income from Assets

Name(s) of Household Member(s)	Type of Asset	Cash Value of Asset*	Annual Income From Asset
Subtotals	\$ -	\$ -	\$ -
Total Asset Income:			\$ -

*In case value of asset is greater than \$5,000, multiply by 0.06% Passbook Rate (x 0.0006) and enter results.

Total Annual Income from ALL Sources: \$ -

PART V – Required Attachments

- _____ At least two (2) checking/savings account statements no older than six (6) months
- _____ At least two (2) payroll stubs
- _____ Pension/Retirement Plan Documentation
- _____ Social Security Income Statement
- _____ Social Security Disability Income Statement
- _____ Other information as relevant

PART VI – Household Certification and Signatures

The information on this form will be used to determine income eligibility. I/we have provided for each person(s) set forth in Parts II and III acceptable verification of household size and anticipated income. Under penalties of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge and belief.

Signature Date

Signature Date

PART VII – Determination of Income Eligibility

(To be completed by Grantee / PottCoHTF)

Number of Persons in Household for Part II: _____

Total Annual Income from All Sources: _____

Does Income Verification Support the Stated Household Income? _____ Yes _____ No

Household meets income limit at (check one) _____ < 30%
_____ 31-50%
_____ 51-80%
_____ > 80%

Other Notes/Comments:

Grantee Signature Date

PottCoHTF Signature Date

Debi Redmon/Supervisor,
Community Services and
Suzanne Watson/Director,
Community Services

**Discussion and/or decision to approve changes to
General Assistance Manual effective June 1, 2023.**

General Assistance Policy Manual – ~~Aug 2021~~effective June 1, 2023

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General Assistance is available through the Community Services Department located at 227 S 6th St., Suite 128, Council Bluffs in Pottawattamie County, Iowa to families and individuals who are poor or in need, when such persons are not supported by their own means, relatives, or other public or private resources, in accordance with the policies specified below. General Assistance shall be administered promptly, humanely and equitably when eligible so as to assist in providing decent and healthful living to poor and needy persons within the scope of monies appropriated.

Section I. General Provisions

- A. **Legal Authorization:** The guidelines and procedures set out in this Manual implement and carry out the duties imposed upon the County by Chapter 252 of the Code of Iowa.
- B. **Definitions:** For the purpose of this Manual, the following terms and words are hereby defined:
 1. “Assistance”: County payment to vendors on the behalf of an eligible individual for shelter, utilities, prescription medications and burial.
 2. “Countable Property”: Real and personal property and liquid assets of the person and family unit, including all income, savings in any form and cash value of life insurance. There are provisions within the General Assistance Manual to exclude certain basic assets for countable property (see Section IV-Personal and Family Resources).
 3. “Earned Income”: Compensation from participating in a business, including wages, salary, tips, commissions, and bonuses.
 4. “Family Unit”: The Applicant, spouse, children under 18 years of age, older children who are dependent on parents due to school attendance or incapacity and anyone else domiciled with the Applicant and dependent upon the Applicant per Law or reside with the Applicant as part of the family unit.
 5. “Household living unit”: All persons who live in a residence where there are shared common kitchen, dining or bedroom facilities or there are shared utilities or rental payments or lease. Sleeping rooms are considered ~~to be~~ separate living units.
 6. “Indigent”: Person who is so poor and needy that he/she cannot provide the necessities of life that include food and shelter for himself or herself.
 7. “Legally Responsible Relatives”: The father, mother, and children of any person. In the absence or inability of nearer relative, the same liability shall extend to grandparents and grandchildren as per Chapter 252 of the Iowa Code.

8. “Liquid Assets”: Cash or other items of net worth of the family unit that can be readily converted to cash within seven (7) days.
9. “Lawful Permanent Resident”: Status is obtained after residing in the United States for 5 years and earned 40 quarters of coverage for social security purposes. Quarters worked after December 31, 1996, in which the alien received any federal means-tested public assistance shall not be ~~considered to be~~ a qualifying quarter. (in accordance to the Department of Human Service Title 8: Medicaid guidelines for eligibility). Lawful permanent resident must provide verification regarding their status. Examples of lawful permanent resident include: refugees, asylees as per Section 207 and 208 of the INA (Immigration and Naturalization Act). An example of a person who is not a lawful permanent resident is a person with a work permit as they are only authorized to be in the U.S. for work purposes not to receive assistance.
10. “Needy” and “Needy Person/Household”: A person or family unit of that person who needs immediate assistance because of circumstances which are not attributable to that person.
11. “Poor” and “Poor Person”: Those who have no property, exempt or otherwise and are unable, because of physical or mental disabilities, to earn a living by labor. Person must be unable to do any type of work.
12. “Relative”: Any person related to the Applicant by blood or marriage.
13. “Residence”: The person’s principal home for legal purposes is within Pottawattamie County, Iowa and the person’s verbalized intent is to remain within Pottawattamie County, IA. Incarceration in prison or residential correctional facility and time in a facility or institution does not count towards residency.
14. “Unearned Income”: Income derived from a source other than employment, such as interest, dividends, income from rentals, Social Security, retirement funds, 401K, inheritance, tax return, rental reimbursement, money received from donating plasma, money earned through the selling of property, alimony, child support and money received from family.
15. “Vendor Payment”: A County Treasurer’s check to the supplier of services.

C. **General Eligibility:** To be eligible for General Assistance, an Applicant must comply with the following established requirements:

1. Be a U.S. citizen or a lawful permanent resident. Household members must also meet this requirement as they are receiving

benefits from the assistance provided. For the Interim Disability program, the applicant must be able to apply for SSI.

2. Be at least 18 years of age or a legally emancipated minor.
3. Agree to use the Applicant's own potential resources as specified in Section IV of this Manual. Exhaust the resources of those persons charged by law to provide for the Applicant's support (see 252.2 and 252.5, Code of Iowa).
4. Complete an application form to the satisfaction of the Director or designee (including General Assistance Specialist and/ or General Assistance Supervisor).
5. Apply for and pursue with due diligence, all other public assistance programs (i.e., food stamps, FIP, SSI, SSDI, Title XIX, and any appeals, etc).
6. Access all other resources or programs available in the community including but not limited to Interfaith, West Central Development, Red Cross, Salvation Army, Connections, Together, Inc., Iowa Health and Wellness Plan, Heartland Family Service programs, All Care Health Center, [New Visions, Family Housing Advisory](#), etc.).
7. Reside in Pottawattamie County to be eligible for assistance. An applicant must reside in Pottawattamie County for a minimum of thirty (30) days before receiving assistance. General Assistance does not pay for deposit nor first month's rent to establish residency. Assistance will not be granted to applicants receiving public assistance on an ongoing basis from another state.
8. Entire household net income will be considered when Applicant is domiciled with a non-relative.

Section II. Administration

A. Personnel:

1. The General Assistance program shall be administered by the Community Services Director who is appointed by, and responsible to, the Board of Supervisors. Designees of the Director include the General Assistance Specialist and/or Community Services Supervisor.

B. The Director or his/her designee shall:

1. Accept applications for General Assistance from persons residing within Pottawattamie County, and shall supply standard application forms for this purpose.
2. Investigate the factual statements presented on each application for General Assistance to determine accuracy and reliability as appears necessary to the Director under the guidelines of Section III of this Manual.

3. Determine eligibility of each Applicant according to the guidelines set out in this Manual.
4. Arrange for Vendor Payments to be given on behalf of the Applicants determined to be eligible for General Assistance.
5. Present appeals to Board of Supervisors.

Section III. Guidelines for Investigation / Reasons for Denial

- A. The Director or designee shall investigate the factual statements made on an application if it reasonably appears from either the application or from other information available to the Director that:
 1. Applicant's situation indicates potential unused resources.
 2. Applicant's property or cash reserves are near or equal to the limitation allowed.
 3. Applicant knowingly provides false information on an application for assistance, the application review form or provides false information during the determination of the Applicant's request for assistance. Fraudulent activity may result in permanent loss of eligibility or be ineligible for not less than one year. Pottawattamie County may prosecute persons for providing false information to the extent of the law.
 4. Applicant is transient or someone who changes his/her address frequently or who has no permanent place of residence. Pottawattamie County does not help establish residency (i.e., Deposit nor first month's rent).
 5. Applicant fails to provide written documentation verifying their inability to obtain employment due to a documented disability.
 6. Applicant has failed to provide requested information or to otherwise cooperate in the application process.
 7. Applicant's situation is due to reasons attributable to that person, including but not limited to: drug/ alcohol abuse, not filing timely appeals or submission of paperwork, not cooperating with treatment, quit, fired or on strike from a job within the last 90 days unless the circumstances were due to a documented unlawful working condition or medical circumstance (verification provided by Unemployment Compensation or physician).
 8. All programs stipulate the applicant is to be drug/alcohol free. Indication of usage are grounds for denial. If substance abuse is suspected, Applicant may be required to submit to a drug test. A positive drug test may result in ineligibility for not less than six months. Noncompliance with the requested drug testing is grounds for an automatic denial from General Assistance program. Criminal charges regarding drug/alcohol use, including possession of drug paraphilia,

~~intent to sell drug or maintaining drug house/vehicle while~~ ~~while~~ working with the General Assistance program is also grounds for denial.

~~9. Applicant or household members whom have been cancelled from the Family Investment Program (FIP) due to meeting the sixty (60) month limit per Iowa Administrative Code Chapter 441, Section 41.30 (1) & (2). The Federal Government Welfare Reform Act of 1996 created an expectation that a person receiving welfare would work with their DHS worker to become self-sufficient within five years. Pottawattamie County will not have policies that are in conflict with the Federal Government.~~

~~10. General Assistance will not be authorized to supplement Family Investment Program (FIP). Since FIP cash amounts have been determined by the State to meet all the needs of the individual, persons on FIP are ineligible for General Assistance. No assistance will be provided to FIP applicants or members of the family unit who withdraw or are terminated from the FIP program.~~

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~~11.9.~~ Applicant is a Veteran of the armed services or a spouse of a veteran and may be eligible for Veteran's services but has not followed through with the application process to Veteran's Affairs. Verification of denial due to not being service connected for Veteran's benefits must be provided.

~~12.10.~~ Applicant has been denied disability at the Administrative Law Judge level. (Interim Disability Program) Consideration will be provided upon review of Administrative Law Decision and medical documentation if applicant claims they have a new or significantly worsened condition.

~~13.11.~~ Applicant or Family Unit who has voluntarily decreased work hours in order to pursue an education is not eligible for General Assistance. In addition, if a person is not working due to being a student, they are not eligible for General Assistance.

~~14.12.~~ Applicant agreed to re-pay Pottawattamie County by signing a repayment agreement but has not made a good faith effort to pay the previous assistance. Applicant may not be eligible for additional assistance until repayment has been made or inability to repay previous assistance has been established. Assistance can only be provided once a year even if the full amount has been repaid.

~~15.13.~~ Failure to use income and/or resources for the purpose of providing for his/her family unit's basic needs (rent or electric/gas). Examples of this may include but are not limited to: temporary and permanent employment, donating plasma for money, borrowing capacity, such as loans, student loans, etc.

~~16.14.~~ Applicant has created a need for General Assistance by use of income/resources for non-basic needs, including but not limited to cell

phone, cable, fees/fines, monetary loans/gifts provided to others and vehicle.

~~17~~.15. Applicant does not have a plan to ensure future bills will be paid by the Applicant or another source.

~~18~~.16. Applicant does not follow through with recommended treatment by his/her physician or the General Assistance Program.

~~19~~.17. Applicant has transferred property or assets within one (1) year of the date of the application, such transfer done with the intent to establish eligibility herein.

~~20~~.18. Employment is unlikely at the end of the three (3) months participation in the Back to Work Program. This may be determined by recent/past work history, applicant verbalizing no intention to work, indicating he/she has a medical or mental health disability and feels unable to work, etc.

Section IV. Program Requirements

A. Interim Disability Program

1. Applicant is eligible for rental and/or utility assistance not to exceed ~~\$600.00~~ \$700.00 per month. Utility payment is the current month's usage or the current budget plan amount. If applicant has a prior month's usage due, then this amount must be paid or statement by the utility company that they have agreed upon a payment plan for the prior month's utility amount
2. Applicant is eligible for medication assistance not to exceed \$200.00 per month.
3. Applicant must comply with the General Eligibility criteria (see Section I(C)).
4. Applicant must meet the definition of a Poor person as defined in Section I of this manual. In addition, the Applicant or household of the Applicant:
 - a. Shall own no property other than the home in which they reside.
 - b. Shall own no stocks, bonds, or other securities, including 401k or other retirement accounts.
 - c. Shall have zero income during month of assistance requested, including earned and unearned income of any type.
 - d. Shall have no funds in Savings or Checking accounts.
 - e. Shall have no earning capacity.
 - f. Shall have no borrowing capacity.

- g. Shall have no liquid assets, other than normal possessions which could be liquidated ~~in order~~ to meet this obligation.
- 5. Inability to work: Applicant and Family Unit must be diagnosed with a mental or physical illness which prevents any employment. A General Assistance Medical Report Form will be completed by his/her Physician for verification. Current drug and/or alcohol use is a basis for denial of assistance. The Medical Report form will be reviewed periodically by his/her physician as noted on the Medical Report form or at least annually.
- 6. Personal and Household Resources: All real and personal resources of the household, including net income from any source shall be considered as countable property in making determinations for granting assistance with the following exceptions:
 - a. The Applicant's homestead valued at \$50,000 or less.
 - b. Personal possessions and household furniture.
 - c. Tools and equipment used for home and household maintenance or support.
 - d. One motor vehicle valued at \$3,500 or less.
- 7. Applicant is required to participate in the Interim Assistance Reimbursement Program, if applicable. Applicant must sign a General Assistance repayment agreement.
- 8. Applicant must apply for subsidized housing and remain eligible for subsidized housing as well as utilize reduced housing once eligible. Applicant shall not remove themselves from the subsidized housing program for any reason. If Applicant declines a subsidized housing option, rental assistance will not be available at any other non-subsidized residence options.
- 9. If need exceeds General Assistance approved amount, Applicant shall submit verification that the remaining amount will be covered by another source or a payment agreement with landlord regarding the balance.
- 10. Applicant will meet with the General Assistance Specialist at least monthly to ensure program requirements are met.
- 11. Applicant with a signed Interim Assistance Reimbursement Agreement and proper verification and who diligently pursue SSI or SSDI benefits may continue to receive assistance until their application receives a determination at the Administrative Law Judge (ALJ) level. Upon dismissal of an application for SSDI or SSI benefits for failure to diligently pursue the application or unfavorable determination decision at the ALJ level assistance under this section shall terminate. A reapplication for benefits or appeal after the Administrative Law Judge level for the same disability does not entitle the applicant to additional assistance under this section. Only chronic, new or significantly worsened current diagnosis since the date of the ALJ hearing will be

considered. Applicant must provide all requested documentation (such as past and current SSI/SSDI paperwork, verification of disability via hospital/physician) to be considered for assistance.

B. One Time Assistance Program

This Program is contingent upon the availability of funds.

1. Applicant is eligible for assistance one (1) time within a twelve (12) month period with the amount of rental and/or utility or medication assistance not to exceed ~~\$400.00~~ \$500.00.
2. Applicant must comply with General Eligibility criteria (see Section I(C)).
3. Household income: Applicant must have a net income at or below the 100% Federal Poverty guideline—(updated annually by the U.S. Department of Health and Human Services) for the prior 30 days.
 - a. Allowable paid out of pocket deductions:-
 - i. Health insurance premiums.
 - ii. Medical expenses that have been paid within thirty days prior to the date of application.
4. All family members 18 years or older and who are not needed in the home to care for pre-school age children or a person with a disability must be registered with Iowa Workforce Development.
5. If physically or mentally unable to work due to a temporary illness (not lasting longer than one month), the Applicant must provide physician's verification.
6. Applicant must sign a General Assistance repayment agreement.
7. Applicant must have a plan in place to ensure future bills will be paid by the Applicant or another source. Verification is required regarding the reason assistance is being requested. Examples: Applicant indicates that they have obtained a job so they must provide proof of employment; Applicant indicates having paid a substantial amount for car repair/hospital bill, receipt must be provided.
8. Applicant may own a home that is within reasonable value as decided by the General Assistance Specialist.
9. Applicant may own a vehicle that is within reasonable value as decided by the General Assistance Specialist.
10. If need exceeds GA approved assistance amount, the Applicant shall submit verification that the remaining amount will be covered by another source or a payment agreement with landlord regarding the balance. When a single person who is eligible for assistance has a roommate who may also be eligible for assistance, each person must

apply for General Assistance for their portion of rent. The total amount of assistance cannot exceed maximum.

11. General Assistance may assist with the current month's usage or up to maximum assistance amount of the current utility bill contingent upon the Applicant completing community volunteer hours. The number of community volunteer hours are determined by amount of assistance needed divided by 10. Example: Utility bill is \$240.00 so the applicant must complete 24 hours of community volunteer hours. Approval of assistance must be completed prior to disconnection of utilities. If assisting with current usage no community volunteer hours are required. The expectation of repayment is required.

C. Back-to-Work Program

This Program is contingent upon the availability of funds.

1. Applicant is eligible for assistance for up to three (3) consecutive months with benefits not to exceed ~~\$400.00~~ \$500.00 for rental and/or utility or medication assistance in a one-month period.
2. The Back-to-Work program is not meant to be a supplement to income.
3. Applicant must comply with the General Eligibility criteria (see Section I(C)).
4. Applicant must meet the requirements of the One Time Assistance program (see Section IV (B))
5. Applicant must apply at Vocational Rehabilitation and Iowa Workforce Development, if applicable.
6. Applicant must actively seek employment by filling out at least eight (8) employment applications per month.
7. Applicant must complete forty (40) hours of community volunteer work per month. Community Service can not be provided to family members or a part of requirements for another program.
8. If the rental assistance amount requested is less than ~~\$400.00~~ \$500.00 then the number of hours required for assistance is of amount requested divided by 10.
9. If need exceeds General Assistance approved assistance amount, the Applicant must provide verification that the remaining amount will be covered by another source or payment agreement with landlord regarding the balance.
10. General Assistance may assist up to maximum assistance amount of the current utility bill contingent upon the Applicant completing community volunteer hours. The amount of community volunteer hours ~~are~~ is determined by amount of assistance needed divided by 10. Example:

Utility bill is \$240.00 so the applicant must complete 24 hours of community volunteer hours. Approval of assistance must be completed prior to disconnection of utilities.

11. Applicant must attend financial/budgeting/job seeking class or other approved educational classes as available.
12. Applicant must sign a General Assistance repayment agreement.
13. Applicant will be required to sign a contract which states that they understand the requirements and expectations of the Program. Program requirements must be completed in a timely manner as determined by the General Assistance Specialist.
14. Applicant will meet with the General Assistance Specialist at least monthly to ensure program requirements are met.
15. Applicant shall comply with treatment recommended by their medical practitioner.
16. Applicant will follow through with treatment and any other requirements that General Assistance deems appropriate to the Back-to-Work program.

Section V. Disbursement of General Assistance

After eligibility is established and verified, disbursement of any General Assistance may be granted according to the following categories of need and their listed guidelines:

A. Rent:

1. Rent shall not be paid to any relative of the applicant or a member of the household living unit.
2. Rent shall not be paid to a facility, such as skilled nursing facility or hotels/motels. If applicant is eligible for MHDS Region funding based on their diagnosis then ongoing rent/utility funding shall also be paid by Region, not General Assistance, examples includewould be for habilitation/host home funding.
3. Assistance is not provided for security deposits, first month's rent or any landlord deemed move in expenses or funds for relocation for convenience, other than for a case of domestic violence in which the Applicant contacts and cooperates with a domestic violence prevention or law enforcement agency. The Exception is if grant funds are available to assist with deposit/first month's rent.
4. Rent shall only be paid for housing that is currently being occupied by the Applicant except for temporary absence of the Applicant for health reasons.

5. When a single person who is eligible for assistance has a roommate² who may also be eligible for assistance, each person must apply for General Assistance for their portion of rent. The total amount cannot exceed program maximum.
6. Landlord/property owner must complete required documentation, such as W-9 form or rental verification agreement. Refusal to comply will result in denial of assistance.

B. Utilities:

1. Utility assistance includes gas, electric, water and propane.
 - 1.) The County does not provide for the following:
 - a. Utility deposits
 - b. Reconnect or disconnect charges
 - c. Disconnected utility
 - d. Cable bills
 - e. Telephone bills
2. Propane Tank: General Assistance will assist with the minimum amount required for a delivery by the propane company up to \$400.00.
3. Between October 1 and April 15, applicants must apply for Low Income Heating Energy Assistance Program (LIHEAP) and Applicants will be deferred to this program for utility assistance during the dates listed above.
4. Applicant must be able to show he/she has made payments on the utility bill.
5. Utilities must be in the name of the Applicant or another member of the household.

C. Food and Vouchers:

Applicants will be referred to the Department of Human Services, food pantries or other sources. Vouchers for thrift stores will only be provided to persons who³ are current clients of General Assistance, Community Services or Southwest Iowa MHDS Region.

D. Medication:

1. Applicants must apply for Iowa Medicaid/Iowa Health and Wellness Plan and provide necessary documentation to gain eligibility. Proof of the completed application shall be provided to General Assistance. One month supply of medications may be approved while Wellness application is pending; with a maximum assistance of \$200.00.
2. A Certificate of Eligibility for County Medication Assistance Card will be issued for prescription medication after all other community

resources, including any medication assistance programs, have been exhausted unless the community resource is being utilized for a higher or immediate need as determined by the Director or Designee.

3. A Certificate of Eligibility for County Medication Card will not be issued for over-the-counter medications, narcotics, smoking cessation, weight reduction medications, or medications not paid by Medicaid.

Section VI. Funeral Expenses

1. ~~The County shall provide payment to designated funeral homes for burial services when the following circumstances are met:~~ Assistance may consist of the burial and/or cremation of Pottawattamie County resident who is indigent and the payment of the reasonable cost of burial, not to exceed four hundred dollars (\$400.00).
2. The Pauper's Cemetery may be utilized at the discretion of the Community Services Director or designee (Community Services Supervisor). Unidentified deceased persons will not be cremated for potential future ability to identify remains.

****Note:** Iowa Code Chapter 142 requires that usable bodies be donated to the medical college of the state university unless the deceased expressed a desire to be buried or the deceased's family expresses a desire to have deceased buried.

Section VII. Reimbursement From Those Receiving General Assistance.

Applicant will sign a re-payment agreement and will be required to reimburse the General Assistance program for rent, utilities, and medications expenses. If repayment or good faith effort to repay any ~~previous~~~~previously provided~~ assistance is not completed, any future requests for assistance will be denied. Entire adult household is obligated to the repayment agreement and held to same reimbursement policy. ~~After ten years, the need for repayment is no longer required. The lookback period on the need for repayment will be ten years.~~

1. When General Assistance benefits have been provided, Section 252.13, of the Code of Iowa is applicable for repayment of said benefits to Pottawattamie County and the Applicant will acknowledge the same in writing.
2. Upon the failure of legally responsible relative to assist or maintain a Poor person, the County will apply to the District Court for an order to compel the assistance or maintenance as per Section 252.6 of the Code of Iowa or as otherwise provided by law.

Section VIII. Appeal

The Applicant may appeal denial of benefits by filing a written appeal to the Community Services Director. The written appeal must be presented by hand delivered or first-class mail within ten (10) working days from the date of the notice of decision or within ten (10)

working days of the alleged event or action which is being appealed. The written appeal/petition must include the following:

1. The name, address, and telephone number of the petitioner.
2. The name, address, and telephone number of the person on whose behalf the petition is being filed.
3. A concise statement of issue, the reason for the petition, pertinent facts, and people involved, and efforts made to resolve the dispute prior to the appeal.

Send To: Community Services Director
Pottawattamie County Community Services
-227 S. 6th St., Suite 128
Council Bluffs, IA 51501

After receipt of the appeal, the Community Services Director will investigate the allegation(s) and will reach a tentative conclusion and proposed solution to the appeal or grievance. The Applicant will be contacted within ten (10) working days after the receipt of the initial appeal.

Any party aggrieved by the Director's decision shall then appeal by written notice to the Board of Supervisors within ten (10) working days of the dated written report and decision of the Director. It should be noted that no appeals or grievances will be heard by the Board of Supervisors, unless the Director has already ~~conducted an investigation~~ investigated and issued a written decision, or it is the request of the Director for the Board of Supervisors to enter ~~into~~ the mediation process at any point. The Board shall set the appeal on their agenda for hearing within twenty (20) working days from the date of receipt of said written appeal notice.

Any appeal from the Board's decision to the District Court shall be allowed within the time and by the manner and procedures established under the Iowa Administrative Procedures Act, Chapter 17A, Code of Iowa.

[This policy manual was approved at the Pottawattamie County Board of Supervisors meeting on May 23, 2023.](#)

[Board Chair, Brian Shea](#)

Approval of General Assistance Manual Effective August 17, 2021

~~Justin Schultz~~ Brian Shea, Supervisor _____
_____ Date

~~Brian Shea~~ Susan Miller, Supervisor _____
_____ Date

~~Scott Belt~~, Supervisor _____ Date

~~Lynn Grobe~~ Jeff Jorgensen, Supervisor _____
Date

~~Tim Wichman~~, Supervisor _____ Date

John Rasmussen/Engineer

Discussion and/or decision to approve and authorize Board to sign Resolution No. 42-2023 to award contract for project number FM-C078(208)—55-78 to Iowa Civil Contracting Inc., in the amount of \$1,151,474.22 and authorize the County Engineer to sign the contract.

RESOLUTION NO. 42-2023

**RESOLUTION AWARDING CONTRACT FOR PROJECT NUMBER
FM-CO78(208)—55-78
IN POTTAWATTAMIE COUNTY, IOWA, AND AUTHORIZING POTTAWATTAMIE
COUNTY ENGINEER TO EXECUTE CONTRACT**

WHEREAS, the Pottawattamie County construction project identified as Project Number **FM-CO78(208)—55-78** (hereinafter “Project”) was let by Iowa DOT on May 16, 2023; and

WHEREAS, the Pottawattamie County Board of Supervisors has determined that Iowa Civil Contracting, Inc of Victor, Iowa is the responsible bidder submitting the lowest responsive bid (hereinafter “Low Bidder”) for the Project; and,

WHEREAS, the Pottawattamie County Board of Supervisors desires to award the contract for the Project to the above stated Low Bidder; and,

WHEREAS, construction contracts for projects let through the Iowa DOT must be signed digitally utilizing Doc Express; and,

WHEREAS, delegating the digital signature process to the Pottawattamie County Engineer will facilitate the Project by reducing the overall turn-around time for execution of the construction contract.

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

1. The contract for Project Number **FM-CO78(208)—55-78** is awarded to Iowa Civil Contracting, Inc., the Low Bidder of \$1,151,474.22.
2. The Pottawattamie County Engineer is authorized to digitally sign the contract documents for the Project.

Dated this 23rd Day of May, 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

RECOMMENDED: _____
John Rasmussen, Engineer

John Rasmussen/Engineer

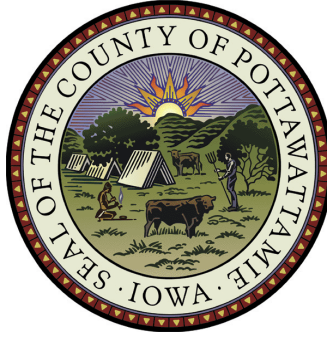
Discussion and/or decision to award contract and authorize Chairman to sign contract and bond for project L-2023(RC78)—73-78 to Nelson & Rock Contracting, Inc., of Onawa, Iowa in the amount of \$331,089.25.

Other Business

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

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 38-2023 entitled:
RESOLUTION for Transfer from LOST Secondary
Roads Fund to Secondary Roads Fund.**

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Becky Lenihan, Finance & Tax Officer
Phone (712) 328-5700
FAX (712) 328-4740

May 23, 2023

RESO

To: Heather Ausdemore

RE: 2022-2023 Inter-fund Transfer to Secondary Roads Fund

As per board authorization of May 23, 2023, please transfer as follows:

\$ 3,000,000 **FROM:** 0035-99-0300-000-81200-000 (LOST Secondary Roads Fund)
\$ 3,000,000 **TO:** 0020-0-99-0300-904000-000 (Secondary Roads Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.
Per request dated May 12, 2023, from John Rasmussen, County Engineer, for material expenses for capital road improvements.

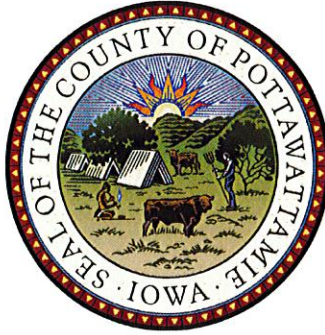
Thank-you,

Becky Lenihan
Finance and Tax Officer

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

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 41-2023 entitled:
RESOLUTION for Transfer from Hitchcock Nature Area
Fund to County Conservation Land Acquisition Fund.**

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Becky Lenihan, Finance & Tax Officer
Phone (712) 328-5700
FAX (712) 328-4740

May 23, 2023

RESO

To: Heather Ausdemore

RE: Transfer from Hitchcock Nature Area Fund to Co Conservation Land Acq Fund

As per board authorization of May 23, 2023, please transfer as follows:

\$ 437.22 **FROM:** 0031-99-0300-000-81400-000 (Hitchcock Nature Area Fund)
\$ 437.22 **TO:** 0027-0-99-0300-904000-000 (Co Conservation Land Acq Fund)

From Hitchcock Nature Area Fund to Co Conservation Land Acq Fund for remaining balance of fund to close out, no longer using.

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank you,
Becky Lenihan
Finance and Tax Officer

RESOLUTION NO. 41-2023

RESOLUTION FOR TRANSFER FROM HITCHCOCK NATURE AREA FUND TO COUNTY CONSERVATION LAND ACQUISITION FUND.

WHEREAS, it is desired to transfer money from the Hitchcock Nature Area Fund to County Conservation Land Acquisition Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$437.22 is ordered to be transferred from Hitchcock Nature Area Fund to County Conservation Land Acquisition Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 23rd Day of May, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian Shea, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Susan Miller	○	○	○	○
_____ Jeff Jorgensen	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

**Discussion and/or decision on approving list of
Compensation/Condemnation Commission for 2023.**

Committee Appointments

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

Received/Filed

Appendix A

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. **Completed form must accompany any claims sent for payment or reimbursement.**

TRAVEL INFORMATION

Name of Employee Traveling: Angie Dobyns, Rachel Bieghler, Colleen Sylvis

Department: Pottawattamie County Sheriff's Office - Division of Communications

Destination: Grapevine, TX

Date of Travel: FROM: June 18, 2023 TO: June 22, 2023

Name of Elected Official/Department Head Authorizing Travel: Captain Sam Arkfeld

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) National Emergency Number Association (NENA) 2023

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input checked="" type="checkbox"/>	Airfare <input type="checkbox"/>	\$260 (fuel cost, driving SO veh, 18 mpg, \$3.53/gallon)
Lodging			\$2,955.36 (\$985.12/person)
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$240 (\$16 per person, 5 days)
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$102 (\$17 per person, 2 days)
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$465 (\$31 per person, 5 days)
Conf./Seminar Fee			\$1,600 (\$550 Rachel, Colleen, \$500 Angie)
Other:			
Total Estimated Cost			\$5,622.36

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 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.

Appendix A

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. **Completed form must accompany any claims sent for payment or reimbursement.**

TRAVEL INFORMATION

Name of Employee Traveling: Sam Arkfeld, Jason Study, Abby Fredrich, Becky Hermanson

Department: Pottawattamie County Sheriff's Office - Division of Communications

Destination: Nashville, TN

Date of Travel: FROM: August 6, 2023 TO: August 10, 2023

Name of Elected Official/Department Head Authorizing Travel: Captain Sam Arkfeld

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) Association of Public Safety Communications Officials (APCO) 2023

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$1,269.60 (\$317.40 per person)
Lodging			\$6,471.68 (\$1,617.92 per person)
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$360 (\$18 per person, 5 days)
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$160 (\$20 per person, 2 days)
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$720 (\$36 per person, 5 days)
Conf./Seminar Fee			\$1,900 (\$475 per person)
Other: Luggage fees & Uber	to/from airport		\$350 (\$30/bag/flight/person, \$55 Uber each way)
Total Estimated Cost			\$11,231.28

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 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.

Public Comments