

Consent Agenda

July 25, 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. July 18, 2023, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Matt Wyant/Director, Planning and Development and Lee Greenwald/Attorney, Baird Holm appeared before the Board to give an update and to discuss the Wind and Solar Ordinances.
Discussion only. No action taken.

Brenda Mainwaring/President & CEO, Iowa West Foundation appeared before the Board to provide an update and discuss the 2023 Award Cycle 2.
Discussion only. No action taken.

Motion by Belt, second by Jorgensen, to accept the petition to establish a Secondary Road Assessment District on Honeysuckle Road, from 185th Street East to the dead-end and set a Public Hearing date for August 22, 2023 at 10 A.M.

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

Snyder Associates appeared before the Board to discuss the County Inspection role for the proposed CO2 pipeline project.
Discussion only. No action taken.

3. OTHER BUSINESS

Jana Lemrick/Director, Human Resources and Garfield Coleman/Risk Manager appeared before the Board to update on Occupational Health Facility options.
Discussion only. No action taken.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Public Health – Payroll status change for Madhu Mohanraj.

6. PUBLIC COMMENTS

The following individuals appeared before the Board:
Tim Keely and Doreen Blakely

7. SCHEDULED SESSIONS

Joe Thorton/Attorney, Smith Petersen and Jeff Miller appeared before the board to discuss grievance and personnel matters.
Decision to be made next Tuesday, August 1, 2023.
Discussion only. No action taken.

8. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:20 P. M

Brian Shea, Chairman

ATTEST: _____
Becky Lenihan, Finance and Tax Officer

APPROVED: August 1, 2023
PUBLISH: X

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: July 20th, 2023

ESTABLISHMENT: **RENEWAL-ownership update- CASEYS #3204**

OWNER: **see attached**

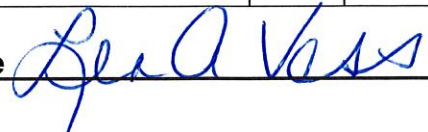
LEGAL DESCRIPTION: See attached property record.

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



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

FROM: Gina Hatcher

Request for County Department Comments

DATE: July 20th, 2023

ESTABLISHMENT: **RENEWAL-ownership update- CASEYS #3204**

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

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OWNER: see attached

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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

AI Brown

2/20/22 - Check location
5/19/22 - stolen veh - one person arrested
10/19/22 - Assault report
11/29/22 - Theft report
1/20/23 - Theft report



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Casey's Marketing Company	Casey's General Store #3204	(712) 250-2566		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
33280 335th St		Minden	Pottawattamie	51553
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

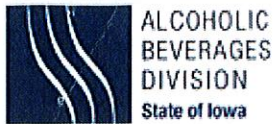
LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002640	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 17, 2023	Sep 16, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
42-0935283 Casey's General Stores, Inc	Ankeny	Iowa	50021	Owner	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Find Property Res Sales Comm/Ind Sales

7741 03 300 005

--- Permanent Property Address ---
CASEYS MARKETING CO
33280 335TH ST
MINDEN, IA 51553

----- Mailing Address -----
CASEYS MARKETING CO
STORE# 3204
PO BOX 54288
LEXINGTON, KY 40555

District: 059 MINDEN TWP/TRI-CENTER SCH

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774103300005>

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

* Not to be used on legal documents

MINDEN TWP 3-77-41 PT NE SW & PT SE SW COMM 1392.6'N & 77'W S1/4 COR TH S140' W290' NWLY285'
N450' ELY339.3' SELY132' SLY101.99' S292.03'TO POB (INCLUDES PARCELS A & B NE SW)

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

* Class is for Assessment purposes only - Not Zoning

2023	Comm. Land	Current Value		Class
		Improvement	Total	
Full Value	\$125,500	\$1,826,900	\$1,952,400	C
Exempt	\$0	\$0	\$0	C
Net Total	\$125,500	\$1,826,900	\$1,952,400	C

2022	Comm. Land	Prior Year Value		Class
		Improvement	Total	
Full Value	\$125,500	\$1,446,700	\$1,572,200	C
Exempt	\$0	\$0	\$0	C
Net Total	\$125,500	\$1,446,700	\$1,572,200	C

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

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D CASEYS MARKETING CO book/page: [2012/19668](#) D

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

Sale Date	Amount	Code	Book/Page
12/19/2012	200000	D50	2012/19668
12/31/2007	4570504	D000	2008/20259
12/31/2007	4571000	D049	2008/03442 multiple parcel sale
11/18/1996	0	D050	0097/22165
11/18/1996	117500	D019	0097/22164
11/18/1996	150000	C000	0097/22172

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

PDF: 10 MAP: MINDEN TWP COMM-10

Date Reviewed: 02/22/23 GMS

LAND.....263102 sqFt 6.04 acres

Commercial Building 1 of 1 -- Store - Convenience (204)

DBA: CASEY'S

STRUCTURE....1 story 3990 base SF 0 bsmt SF 3990 gross SF
Year Built: 2015 Eff Year: 2015 Condition: Normal

VERTICALS....Ext Wall: Wood - Frame
Brick Veneer
Int Wall: Drywall or Equiv.
Glassboard Paneling

Front/Doors: Good Cost Front
Windows: Comm. Steel Sash

HORIZONTALS..Roof: Asph. Shingle/ Wood Dk

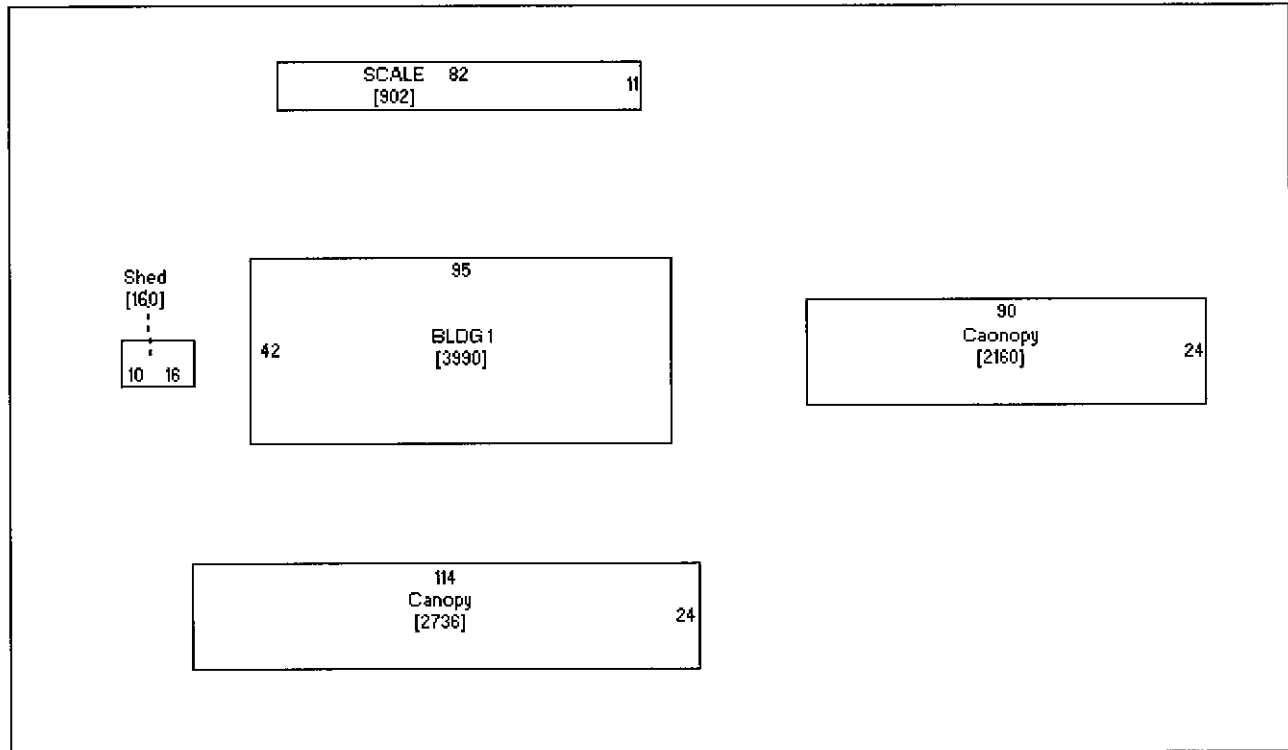
Ceiling: Suspended Blk-Mineral
 Struc Floor: R' Concrete
 Floor Cover: Ceramic
 Asphalt Tile
 Partitions: Drywall
 Framing: Wood - Average
 HVAC: Combination FHA - AC

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

ADJUSTMENTS..Interior Restaurant (3990)

BLDG EXTRAS..1 Cold Storage: 189 SF, Cooler, 0 SFSA Door, No Door
 1 Cold Storage: 64 SF, Freezer, 21 SFSA Door, No Door
 1 Cold Storage: 210 SF, Cooler, 21 SFSA Door, No Door
 1 Cold Storage: 54 SF, Freezer, 21 SFSA Door, No Door
 1 Cold Storage: 63 SF, Freezer, 21 SFSA Door, No Door

YARD EXTRAS..Canopy - Lighted 2,736 SF, Steel
 Canopy - Lighted 2,160 SF, Steel
 Scale - Truck 82 Length, 11 Width, Readout=Yes, 60 Tons
 Shed W10.00 x L16.00 160 SF, Frame Shed
 Paving - Concrete 92,000 SF, Concrete Paving w/Curbs, Lighting: Average
 Tank - Underground Fiberglass Multi-compt - Double Wall, 26,000 Gal, 8 Pump Stations
 Tank - Underground Fiberglass Multi-compt - Double Wall, 26,000 Gal, 9 Pump Stations
 Tank - Underground Fiberglass Multi-compt - Double Wall, 20,000 Gal, 6 Pump Stations

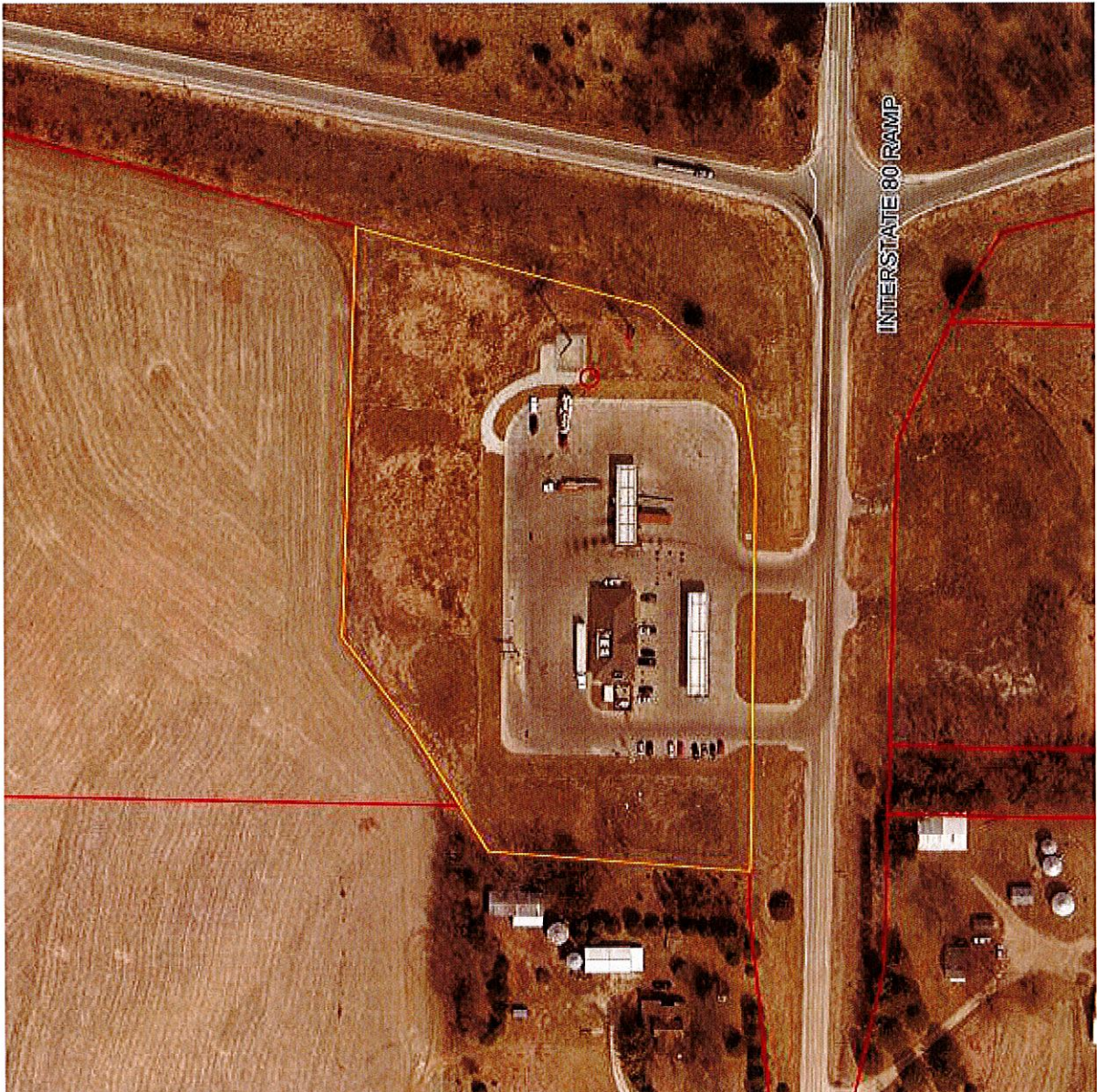


33280 335TH ST, CASEYS MARKETING CO



33280 335TH ST, CASEYS MARKETING CO, 1 11/30/2020

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



1200ft x 1200ft

[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

Jamie Petersen/Coordinator,
GIS

**Discussion and/or decision to approve and authorize
Chairman to sign contract between MAPA and
Pottawattamie County GIS for FY24 GIS Activities.**

July 19, 2023

Pottawattamie County
Attn: GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

Re: 24903100001 Pottawattamie County GIS Activities FY 2024

Enclosed are two originals of Pottawattamie County GIS Activities FY 2024 Agreements. Please sign both agreements and return one fully executed agreement to MAPA for our records. If you have any questions, please feel free to contact me by email at ezeller@mapacog.org or by phone (402) 444-6866 x 3210.

Sincerely,



Elizabeth Zeller
Administrative Assistant
Encl.

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 24903100001
2. Project: Pottawattamie County GIS Activities – FY 2024
3. Effective Date: July 1, 2023
4. Completion Date: June 30, 2024

CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County
GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

Federal (FHWA PL)	\$60,126.00
Local Match	\$25,768.00
Total	\$85,895.00
CFDA Number	20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

7. Date of MAPA Board Approval - *June 22, 2023*
8. Date of County Approval

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2023 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6th Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2024 Unified Work Program (hereinafter referred to as the "FY 2024 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2024 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("Iowa DOT") Agreement Project No. CNTRT-00005316 attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2024 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Pottawattamie County GIS Activities (31003)

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will build new datasets including sidewalk gap analysis, regional land use to enhance current parcel attributes to include more granular information needed for MAPA and the County's planning studies. This will be a combination of translating existing assessment data along with manual investigation.

B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such

reports shall contain the following information:

1. Activities completed in the quarter.
 2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completing the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2024 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of Iowa DOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

- A. The County represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and Iowa DOT.

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2024 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2023 and ending June 30, 2024.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from Iowa DOT under Agreement Project No. CNTRT-00005316, MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand one hundred twenty-six dollars (\$60,126.00) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred sixty-eight dollars (\$25,768.00). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses

shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the County's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Highway Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Highway Planning and Construction
 - CFDA Number:** 20.205
 - Contract Number:** 24903100001
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.

- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

8. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and Iowa DOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from Iowa DOT under Agreement Project No. CNTRT-00005316, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2024 Program, shall keep and sign a time record showing the work element and work activity of the FY 2024 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Iowa, Nebraska, and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

9. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by Iowa DOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.
- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

10. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the County GIS Coordinator. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon by and between MAPA and the County, and subject to the approval of the Iowa DOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

11. ASSIGNABILITY

Neither the County nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

12. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Iowa or any other applicable workers'

compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

13. CONFLICT OF INTEREST LAWS

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

14. IDENTIFICATION OF DOCUMENTS

- A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the County and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

Together with the date (month and year) the document was prepared.

- B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

15. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of Iowa DOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if Iowa DOT or FHWA does not wish to subscribe to the findings or conclusions of the study the

following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of Iowa DOT or the Federal Highway Administration."

- D. In the event of failure of agreement between Iowa DOT and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

16. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Iowa Fair Employment Practices, Iowa Code §729.4, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

17. DISABILITIES ACT

The County agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

18. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the States of Iowa and Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility

Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

19. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

20. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations

under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Iowa or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Iowa or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the County under this Agreement until the County complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

21.APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Iowa laws will govern the terms and the performance under this Agreement.

22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

23. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

24. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

25. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

26. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

27. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance

of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

The County and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

30. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)


Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.


31. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY**

Attest:  _____

by  DATE: 7/19/23
Michael Helgerson, Executive Director

POTTAWATTAMIE COUNTY, IOWA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

**Discussion and/or decision on letter of support for
MAPA for a PROTECT Planning grant.**

Melvyn Houser/ County Auditor

NACo Annual Conference Update

Committee Appointments

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

Received/Filed

Office of

Nº 046644

Pottawattamie County Treasurer

Accrued 7/25/23 For June 2023

Date

Received from Pottawattamie County
Sheriff's Office

Payor Pottawattamie County Sheriff's
Office

Amount Seventy Two Thousand Four Hundred
Sixty Four Dollars & 40/100 - \$72,464.40

Account to be credited See Below

Descriptions of funds See Below

Received by PA OK'S

Date received 7-26-23

July 25, 2023

Pottawattamie County Sheriffs Office

Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,190.00	Weapon Permits	0001-1-05-1060-441000-000
\$70,274.40	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$72,464.40	Total Deposit	
	\$32,375.99	total check #223319
	\$40,088.41	total check #223320
	\$72,464.40	total deposit

Side Press F12617

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

06/01/2023 - 07/02/2023

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 06/01/2023 - 07/02/2023.

Disbursements:

Paid to Others:

Service Fees - Notary Fees; Copy Fees	60.00
Postage	7.50
State - Weapon Permit Amount	525.00
Refunds; Publication; Sales; Com	320,629.92

Subtotal 321,222.42


Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	41,190.17
Postage	4,808.72
Transport - Officer Expenses	14,270.47
Mileage Amount	9,585.04
Report Amount	140.00
County - Weapon Permit Amount	2,190.00
Other - Subpoena	280.00

Subtotal 72,464.40

Total 393,686.82

The above information is respectfully submitted on 7/25/2023



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

06/01/2023 - 07/02/2023

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 06/01/2023 - 07/02/2023.

Receipts:

Service Fees - Notary Fees; Copy Fees	40,413.61
Postage	4,707.01
Transport - Officer Expenses	14,270.47
Mileage Amount	9,621.04
Report Amount	150.00
County - Weapon Permit Amount	2,470.00
State - Weapon Permit Amount	580.00
Refunds; Publication; Sales; Com	162,634.29
Other - Subpoena	280.00
Unapplied	-15.00
Total	<hr/> 235,111.42

The above information is respectfully submitted on 7/25/2023



Andy Brown
Pottawattamie County, IA

Public Comments

Scheduled Sessions

Discussion and/or decision on grievance and personnel matters from July 25 meeting.