

# **Consent Agenda**

**April 9, 2024**

**MET IN REGULAR SESSION**

The Board of Supervisors met in regular session at 10:00 A.M. All members present, except Brian Shea. Chairperson Miller presiding.

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. April 2, 2024, Minutes as read.
- B. Renewal of Special Class C Liquor License , granting privileges of Class C Liquor License (LC for Lyle Ditmars d/b/a Ditmars Orchard and Vineyard, Council Bluffs.
- C. March 2024 Vendor Publication Report.
- D. Secondary Roads – Employment of Walker Wilson as an Equipment Operator.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Belt, second by Jorgensen, to open Public Hearing on proposed reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2020A.

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

Motion by Belt, second by Jorgensen, to close Public Hearing.

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

Motion by Jorgensen, second by Belt, to approve and authorize Board to sign **Resolution No. 25-2024**, entitled Resolution instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the general obligation capitol loan notes, series 2020A, of Pottawattamie County.

**RESOLUTION NO. 25-2024**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION AND APPROVING THE REALLOCATION  
OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL  
OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, OF  
POTTAWATTAMIE COUNTY, IOWA**

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$232,515.90 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2020A, of Pottawattamie County, Iowa, to provide funds to pay costs of the erecting, constructing, equipping and furnishing of a public building including the public health building , and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2020A to pay costs of the erecting, constructing, equipping and furnishing of a public building including the public health building, is in all respects authorized and approved.

Section 2. The Auditor is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the County to reflect the same.

PASSED AND APPROVED this 9<sup>th</sup> day of April, 2024

**ROLL CALL VOTE**

	AYE		NAY	ABSTAIN	ABSENT
_____ Susan Miller, 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"/>
_____ Brian Shea	<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 J. Houser, County Auditor

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

Motion by Wichman, second by Jorgensen, to open Public Hearing on proposed reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2021A.

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

Motion by Belt, second by Jorgensen, to close Public Hearing.

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

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 26-2024**, entitled Resolution instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the general obligation capital loan notes, series 2021A, of Pottawattamie County.

**RESOLUTION NO. 26-2024**

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION AND APPROVING THE REALLOCATION  
OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL  
OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, OF  
POTTAWATTAMIE COUNTY, IOWA

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$82,591 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2021A, of Pottawattamie County, Iowa, to provide funds to pay costs of the erecting, constructing, equipping and furnishing of a public building including the public health building , and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2021A to pay costs of the erecting, constructing, equipping, and furnishing of a public building including the public health building, is in all respects authorized and approved.

Section 2. The Auditor is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the County to reflect the same.

**PASSED AND APPROVED this 9<sup>th</sup> day of April, 2024.**

ROLL CALL VOTE

	AYE		NAY		ABSTAIN		ABSENT
_____ Susan Miller, 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"/>
_____ Brian Shea	<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 J. Houser, County Auditor

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

Motion by Belt, second by Wichman, to open Public Hearing on proposed reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022.

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

Motion by Wichman, second by Belt, to close Public Hearing.

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

Motion made by Jorgensen, second by Belt, to approve and authorize Board to sign **Resolution No. 27-2024**, entitled Resolution instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the general obligation capital loan notes, series 2022, of Pottawattamie County.

**RESOLUTION NO. 27-2024**

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION AND APPROVING THE REALLOCATION  
OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL  
OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, OF  
POTTAWATTAMIE COUNTY, IOWA

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of not to exceed \$350,094 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2022, of Pottawattamie County, Iowa, to provide funds to pay costs of the peace officer communication equipment and other emergency services communication equipment and systems, including 911 consoles (in the amount of \$300,000); and erecting, constructing, equipping and furnishing of a public building including the public health building (in the amount of \$50,094), and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022 to pay costs of the peace officer communication equipment and other emergency services communication equipment and systems, including 911 consoles (in the amount of \$300,000); and erecting, constructing, equipping and furnishing of a public building including the public health building (in the amount of \$50,094), is in all respects authorized and approved.

Section 2. The Auditor is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the County to reflect the same.

**PASSED AND APPROVED this 9<sup>th</sup> day of April, 2024.**

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, 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"/>
_____ Brian Shea	<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 J. Houser, County Auditor

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

Motion by Belt, second by Wichman, to open public hearing on Pottawattamie County’s amendment to current county budget for fiscal year 2023/24.

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

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

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

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 24-2024**, a Resolution to Approve Pottawattamie County’s amendment to current county budget for fiscal year 2023/24. Said Resolution is set out as follows:

**RESOLUTION NO. 24-2024**

**WHEREAS**, there were necessary expenses incurred in several county departments, causing the budget of that department to exceed 100% of costs; and

**WHEREAS**, the Board of Supervisors, Treasurer, Medical Examiner, Conservation, Public Health, Jail, Environmental Health, Human Resources, Planning, and Thriving Families will exceed their Budget due to said necessary expenditures; and

**WHEREAS**, the Amendment to the Fiscal Year 2023/24 Budget for the Board of Supervisors, Treasurer, Medical Examiner, Conservation, Public Health, Jail, Environmental Health, Human Resources, Planning, and Thriving Families shall be substantially as follows:

DEPT #	Revenue Amount	Expense Amount
Board of Supervisors - 01	\$ -	\$ 400,000
<b>Total</b>		<b>\$ 400,000</b>
Treasurer- 03	\$ 2,300,000	
<b>Total</b>	<b>\$ 2,300,000</b>	
Medical Examiner – 12		\$ 77,568
<b>Total</b>		<b>\$ 77,568</b>
Conservation – 22	\$ 50,000	\$ 110,000
<b>Total</b>		<b>\$ 110,000</b>
Public Health - 23	\$	\$ 15,000

<b>Total</b>		<b>\$ 15,000</b>
Jail - 29	\$ 500,000	\$ 333,000
<b>Total</b>	<b>\$ 500,000</b>	<b>\$ 333,000</b>
Environmental Health – 38		\$ 40,600
<b>Total</b>		<b>\$ 40,600</b>
Human Resources – 50		\$ 28,147
<b>Total</b>		<b>\$ 28,147</b>
Planning – 53	\$ 79,952	\$ 93,750
<b>Total</b>	<b>\$ 79,952</b>	<b>\$ 93,750</b>
Thriving Families – 57	\$ 95,517	\$ 95,517
<b>Total</b>	<b>\$ 95,517</b>	<b>\$ 95,517</b>
	<b>\$ 3,025,469</b>	<b>\$ 1,193,582</b>

**WHEREAS**, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

**WHEREAS**, the public had due notice of the Budget Amendment Hearing held on April 9, 2024, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2023/24 budget.

**Dated this 9th day of April, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, 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"/>
_____ Brian Shea	<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 J. Houser, County Auditor

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

Motion by Wichman, second by Belt, to approve and authorize Board to sign **Resolution No. 29-2024**, a Resolution to appropriate funds from Amendment to Budget for FY 2023/24. Said Resolution is set out as follows:

**RESOLUTION NO. 29-2024**

**RESOLUTION FOR APPROPRIATION**

**WHEREAS**, it is desired to appropriate funds from budget amendment as follow; 01 Board of Supervisors; 12 Medical Examiner; 22 Conservation; 23 Physical Health & Education; 29 Corrections-Jail; 38 Environmental Health; 50 Human Resources; 53 Planning and Development; 57 Thriving Families as shown in the FY 2023/24 Pottawattamie County Budget Appropriations, which is attached hereto, marked as “Attachment A”; and

**WHEREAS**, said appropriation is in accordance with Section 331.434(6), Code of Iowa.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Auditor is directed to correct his/her books accordingly, and to notify the Treasurer of the appropriations as set out in "Attachment A", attached hereto.

**Dated this 9<sup>th</sup> Day of April, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chair	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott A. 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"/>
_____ Brian Shea	<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: Miller, Belt, Wichman, Jorgensen. Motion Carried.**

**Attachment A**

FY 2023/2024 Budget Appropriations							
DEPT #	DEPARTMENT NAME	CERTIFIED BUDGET 04/18/23	ORIGINAL	AMENDMENT 10/24/2023	AMENDMENT 4/9/2024	Original Budget	DEPT #
						With Amendments	
01	Board of Supervisors	28,514,132	28,514,132	(1,925,000)	400,000	26,989,132	01
02	Auditor	1,679,783	1,679,783			1,679,783	02
03	Treasurer	1,879,927	1,879,927			1,879,927	03
04	Attorney	3,768,268	3,768,268	100,000		3,868,268	04
05	Sheriff	9,863,059	9,863,059	50,000		9,913,059	05
06	Debt Service/Supervisors	3,542,825	3,542,825			3,542,825	06
07	Recorder	912,225	912,225			912,225	07
12	Medical Examiner	455,515	455,515		77,568	533,083	12
20	Secondary Roads	20,352,047	20,352,047			20,352,047	20
21	Veterans Service Office	506,424	506,424	5,000		511,424	21
22	Conservation	3,780,130	3,780,130	92,634	110,000	3,982,764	22
23	Physical Health & Education	1,748,097	1,748,097		15,000	1,763,097	23
24	General Assistance	230,744	230,744			230,744	24
25	DHS	332,300	332,300			332,300	25
27	Animal Control	187,813	187,813			187,813	27
29	Corrections-Jail	15,793,126	15,793,126	25,000	333,000	16,151,126	29
37	Communications-911	3,955,289	3,955,289			3,955,289	37
38	Environmental Health	715,194	715,194		40,600	755,794	38
40	Unemployment--HR	40,000	40,000			40,000	40
48	WIC	755,752	755,752			755,752	48
50	Human Resources	627,016	627,016		28,147	655,163	50

51	Building and Grounds	1,483,210	1,483,210			1,483,210	51
52	Information Services	2,435,941	2,435,941	50,000		2,485,941	52
53	Planning & Development	736,477	736,477		93,750	830,227	53
54	GIS	420,349	420,349			420,349	54
57	Thriving Families	476,483	476,483		95,517	572,000	57
58	CD Treatment Services	4,000	4,000			4,000	58
60	Mental Health	2,129,342	2,129,342			2,129,342	60
99	Non Departmental	24,224,811	24,224,811	610,453		24,835,264	99
	<b>TOTAL</b>	131,550,279	131,550,279	-991,913	1,193,582	131,751,948	

Motion made by Belt, second by Jorgensen, to approve and authorize Board to sign Proclamation designating the week of April 7 – 13, 2024 as National Library Week.

**National Library Week  
2024 Proclamation**

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that the Pottawattamie County Board of Supervisors proclaim National Library Week, April 7-13 2024. During this week, we encourage all residents to visit their library to explore the wealth of resources available.

**ROLL CALL VOTE**

AYE      NAY      ABSTAIN      ABSENT

\_\_\_\_\_  
Susan Miller, Chairperson

\_\_\_\_\_  
Scott Belt

\_\_\_\_\_  
Tim Wichman

\_\_\_\_\_  
Brian Shea

\_\_\_\_\_  
Jeff Jorgensen



ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Motion by Belt, second by Jorgensen, to approve funding request from Avoca Main Street for the amount of \$3,000.

UNANIMOUS VOTE. Motion Carried.

Mark Hughes, Jim Hughes, and Sandi Winton, Jim Hughes Real Estate appeared before the Board to give an update on the water, sewer, roads project on 240<sup>th</sup>, Aspen, Pioneer Trail, and Dumfries regarding their subdivision Pioneer Meadows.

Discussion only. No Action Taken.

Motion by Belt, second by Jorgensen, to approve project funding agreement 4-23-HPB-S-010 for the 210<sup>th</sup> Street Bridge over Pigeon Creek.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve the Iowa Department of Transportation Secondary Roads Budget and County Five Year Program.

UNANIMOUS VOTE. Motion Carried.

### 3. OTHER BUSINESS

Motion by Belt, second by Jorgensen, to approve the following applications made to the Assessor's Office: Homestead (approximately 344 recommend allowed, 6 recommend disallowed), Military (25 recommend allowed, 1 recommend disallowed), Disabled Veteran Homestead (13 recommend allowed, 0 recommend disallowed), Family Farm (5 recommend allowed, 0 recommend disallowed).

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve and authorize Board to sign General Drivers and Helpers Local No. 554 Affiliate of the International Brotherhood of Teamsters (Detention Officer) Union Contract, effective July 1, 2024, through June 30, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve rebranding the job description to ensure consistency.

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) Conservation – Payroll status change for John Huebscher.
- 2) Attorney – Payroll status change for Emily Grothe.

#### B. Report(s):

- 1) Recorder Fee Book for March 2024.

### 6. PUBLIC COMMENTS

The following individuals appeared before the Board.

Frances Mierzwa  
Shauna Anderson  
Doug Irwin

### 7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:50 A.M.

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Susan Miller, Chair

ATTEST:

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Melvyn Houser, County Auditor

APPROVED: April 16, 2024

PUBLISH: X

# **Scheduled Sessions**

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

**Public Hearing on proposed preliminary plat of Cedar  
Woods Addition, a subdivision situated in Lewis  
Township; and to approve and authorize Board to sign  
Planning and Zoning Resolution No. 2024-01.**

**TO:** Board of Supervisors  
**FROM:** Matt Wyant  
**DATE:** April 11, 2024

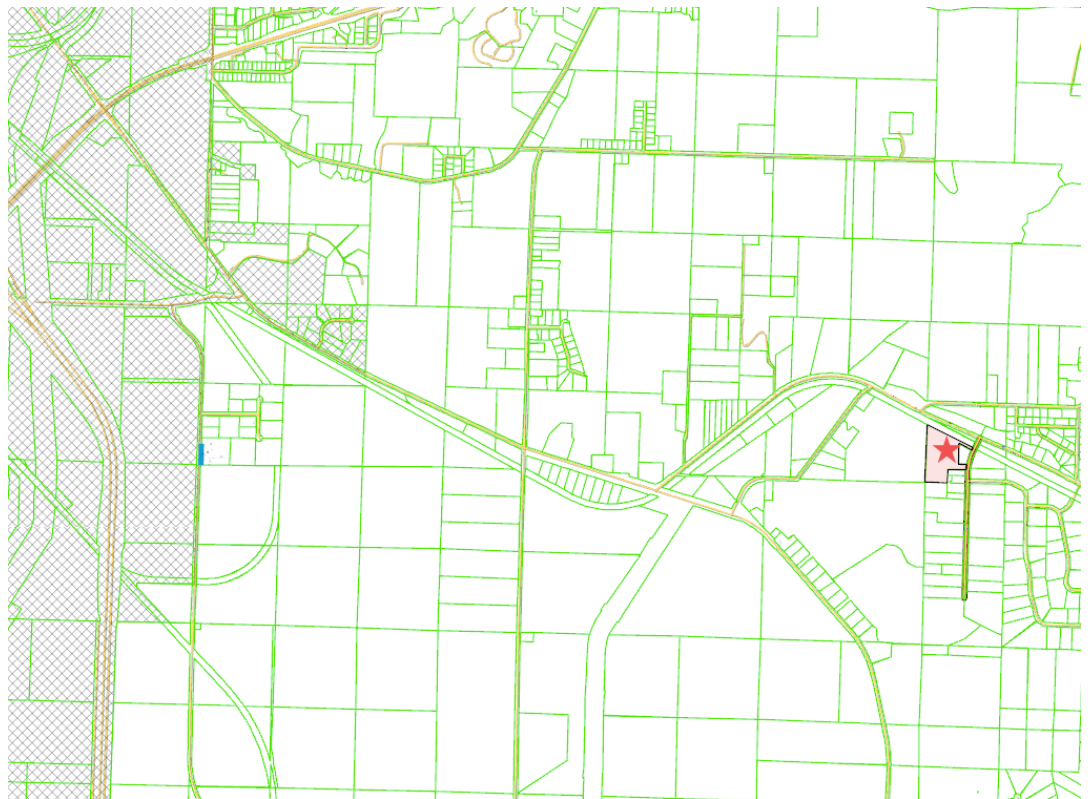
**RE:** Case #SUB-2024-01

**REQUEST:** Preliminary plat approval of Cedar Woods Addition

**LOCATION:** Lewis Township

**LEGAL DESCRIPTION:** 15-74-43 WLY348.4' S338.6' & WLY518.4' N36.28' LT 4 & WLY518.4' & NLY50' ELY259.4' LT 2 SW NE & W348.4' LT 2 NW SE & CEDAR HILLS SUB LT 6

The subject property is located approximately 2 1/4 miles to the east of the city limits of Council Bluffs at 13602 Bluebird Lane.



**PROPERTY OWNER:** Ronnie G Kopaska

**SURVEYOR:** Wilke Surveying

**GENERAL INFORMATION:**

The applicant has made this request in order to allow him to split his property into two lots via a minor subdivision. The property meets the criteria as stated in 9.01.065 Exceptions of the Pottawattamie County, Iowa Subdivision Ordinance (see below).

**SITE REVIEW:**

The parcel consists of 9.61 acres. There is a single family dwelling, four outbuildings, septic system and drinking water well and geo thermal wells.



**AREA REVIEW:**

The subject property is located immediately adjacent to Bluebird Lane, an official bituminous County Road.

The majority of the properties in the immediate area are a rural residential acreages.



**ZONING:**

The subject property is currently located in a Class A-4 (Loess Hills) District.

8.014.010 INTENT: The Class A-4 District is intended to preserve the unique natural and environment characteristics of the Loess Hills' rare soils and topographic region of western Pottawattamie County, Iowa and at the same time allow for appropriate types and scales of development. Primary uses of these lands has historically been grasslands with significant regions cultivated for farming, as well as many farm dwellings and non-farm households adjacent or having access to hard surfaced street. (Ordinance #2015-05/12-18-2015)

Subsection 8.014.020.04 of the Pottawattamie County, Iowa, Code, lists "Platted minor subdivisions for single-family dwellings, when located on a hard surfaced street or an official bituminous road", as a permitted principal use in the Class A-4 District.

The minimum standards for the A-4 District with individual septic systems and wells are as follows:

	<u>Minimum</u>
Lot Size	2.0 Acres
Lot Width	175'
Lot Depth	300'

It appears that the proposed lot sizes, lot widths and lot depths conform to the minimums.

**SUBDIVISION  
ORDINANCE:**

Subsection 9.01.065 states:

9.01.065 EXCEPTIONS: *A minor subdivision plat may be prepared for an existing parcel being divided if it meets these allowed exceptions: (Ordinance #2018-03/05-10-18)*

- .01 A minor subdivision plat may be prepared for an existing parcel being divided into two lots where the tract of record has previously been divided into more than four (4) parcels if all of the following are met:*
  - A. Zoning requirements for minimum size and access can be met.
  - B. Adjoins buildable platted property (not outlots) on rear and sides or property has double frontage.
  - C. Existing parcel is more than four times the minimum parcel size in respective zoning district.
  - D. Does not cause conflict with future access or development to subject parcel and/or adjacent parcels.

**SEWAGE  
DISPOSAL:**

Where an adequate public or common sanitary sewer system is not reasonably accessible or not required, onsite wastewater treatment and disposal systems may be used for the purpose of providing a private means of sewage disposal for each lot in the subdivision.

- A. The developer shall submit, with the preliminary plat, acceptable evidence of the suitability of the soil for onsite wastewater treatment and disposal systems on the site. The developer may be required to make one (1) or more soil boring tests and/or preliminary percolation tests within the boundaries of the subdivision if the evidence is deemed unacceptable by the County Board. Each test hole shall be numbered and its location and results shown on the final construction plans. All tests shall be performed in accordance with the Pottawattamie County, Iowa, Onsite Wastewater Treatment and Disposal System Ordinance.
- B. Lots where onsite wastewater treatment and disposal systems are proposed shall provide adequate space for two (2) such systems. The area dedicated for the second system is provided as a back up when the first system fails.
- C. Onsite wastewater treatment and disposal systems, if approved, may be installed at the expense of the developer, or at the expense of a subsequent lot owner at the time development of the lot takes place.  
**(SEE ATTACHMENT 1)**

**WATER SUPPLY:**

The current home has a well. The new home will also have a well.  
**(SEE ATTACHMENT 2)**



**COVENANTS:** None proposed.

**OTHER AGENICES COMMENTS:** A copy of the preliminary plat has been forwarded to the following agencies.

Pottawattamie County Engineer (no comment received)  
Lewis Central (no comment received)  
Lewis Township Department (no comment received)  
Pottawattamie County Sheriff (no comment)

**EXTERIOR ROAD:** The lots will have direct access onto Bluebird Lane. There are already two existing entrances. The County Subdivision regulations require that all subdivisions be in areas in which the property lies immediately adjacent to and has access to a hardsurfaced street. This proposed subdivision, as previously noted, meets this requirement. The Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 160 vehicles per day.

**LAND USE PLAN:** In 2015 the County Comprehensive Plan 2030 was adopted. That Plan designates the Future Land Use of the subject property as Loess Hills.

**FLOOD HAZARD:** The Flood Insurance Study prepared by the Federal Emergency Management Agency for the County designates in the Flood Insurance Rate Maps that the majority of the property as being in a Zone X-Areas of minimum flooding.

**COMMISSION**

**RECOMMENDATION:** On March 18, 2024 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Ronnie Kopasa, as filed under Case #SUB-2024-01, be **approved by the Board of Supervisors.**

Motion by: Schultz.

Second by: Larson.

Vote: Ayes –Larson, Leaders, Silkworth, Chapman, Schultz. Motion Carried.

**RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Planning and Zoning Resolution #2024-01

**PLANNING AND ZONING  
RESOLUTION NO. 2024-01**

**WHEREAS**, the proposed preliminary plat and supporting documents for **Cedar Woods Addition**, a subdivision situated in **Lewis Township**, has been filed with the Pottawattamie County Planning and Zoning Commission for its study and recommendation under **Case #SUB-2024-01**; and

**WHEREAS**, said Commission conducted a public hearing on **March 18, 2024**, in accordance with Chapter 9.04 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and has given all parties an opportunity to be heard; and

**WHEREAS**, after careful study and being thoroughly familiar with the involved real estate and the surrounding area, said Commission has submitted its written recommendation to this Board to approve the preliminary plat; and

**WHEREAS**, this Board conducted a public hearing on **April 16, 2024** in accordance with the above-noted Ordinance and Statute, and has examined the proposed preliminary plat; and

**WHEREAS**, after careful study, and due consideration this Board has determined that the proposed preliminary plat conforms to the requirements of Chapter 9.01-9.30. Subdivision Ordinance of the Pottawattamie County, Iowa, Code; the Pottawattamie County, Iowa, Land Use Plan and Chapter 354, Code of Iowa, and has deemed it to be in the best interest of Pottawattamie County, Iowa, to concur with the County’s Planning and Zoning Commission’s recommendation:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA:** That the proposed preliminary plat of **Cedar Woods Addition**, be, and the same is hereby approved as the preliminary plat of said subdivision.

Provided however, that this Resolution shall not be construed as being a final acceptance or approval of said Plat with the meaning of Chapter 9.01-9.30, Subdivision Ordinance, of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa; that after completion of all improvements and satisfaction of all requirements for final plats required by the State and County Ordinances and this Resolution, the final plat shall be submitted to this Board for its consideration.

PASSED AND APPROVED April 16, 2024.

	<b>ROLL CALL VOTE</b>			
	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Susan Miller, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Brian Shea	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Jeff Jorgensen	○	○	○	○

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

RECORD: After Passage

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

**Public Hearing on proposed preliminary plat of Leinen  
Subdivision, a subdivision situated in Lewis Township;  
and to approve and authorize Board to sign Planning and  
Zoning Resolution No. 2024-02.**

**TO:** Board of Supervisors  
**FROM:** Matt Wyant  
**DATE:** April 11, 2024

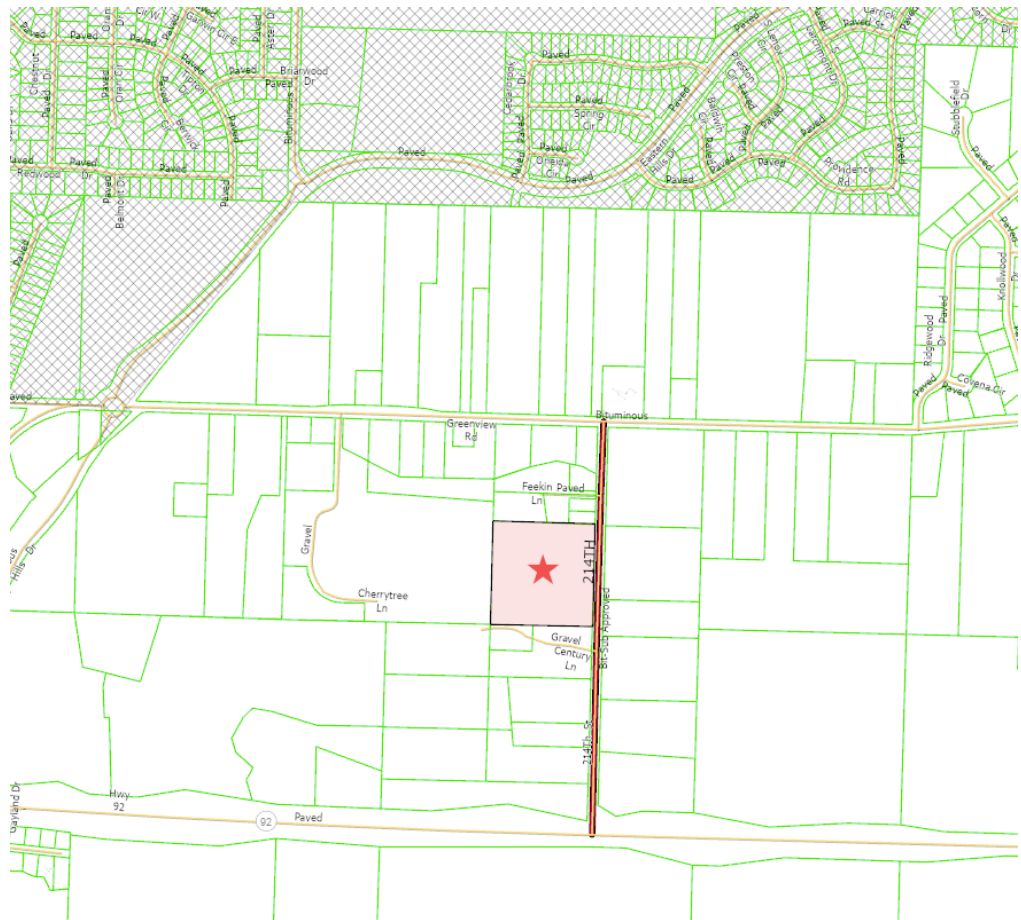
**RE:** Case #SUB-2024-02

**REQUEST:** Preliminary plat approval of Leinen Subdivision

**LOCATION:** Lewis Township

**LEGAL DESCRIPTION:** 3-74-43 SW NE SW

The subject property is located approximately ½ mile south of the city limits of Council Bluffs at 15380 214<sup>th</sup> Street.



**PROPERTY OWNER:** Jonah – Amanda Leinen

**SURVEYOR:** Rogers Surveying

**GENERAL INFORMATION:**

The applicants have made this request in order to allow them to split their 10 acre property into two lots via a minor subdivision. The property meets the criteria as stated in 9.01.065 Exceptions of the Pottawattamie County, Iowa Subdivision Ordinance (see below).

**SITE REVIEW:**

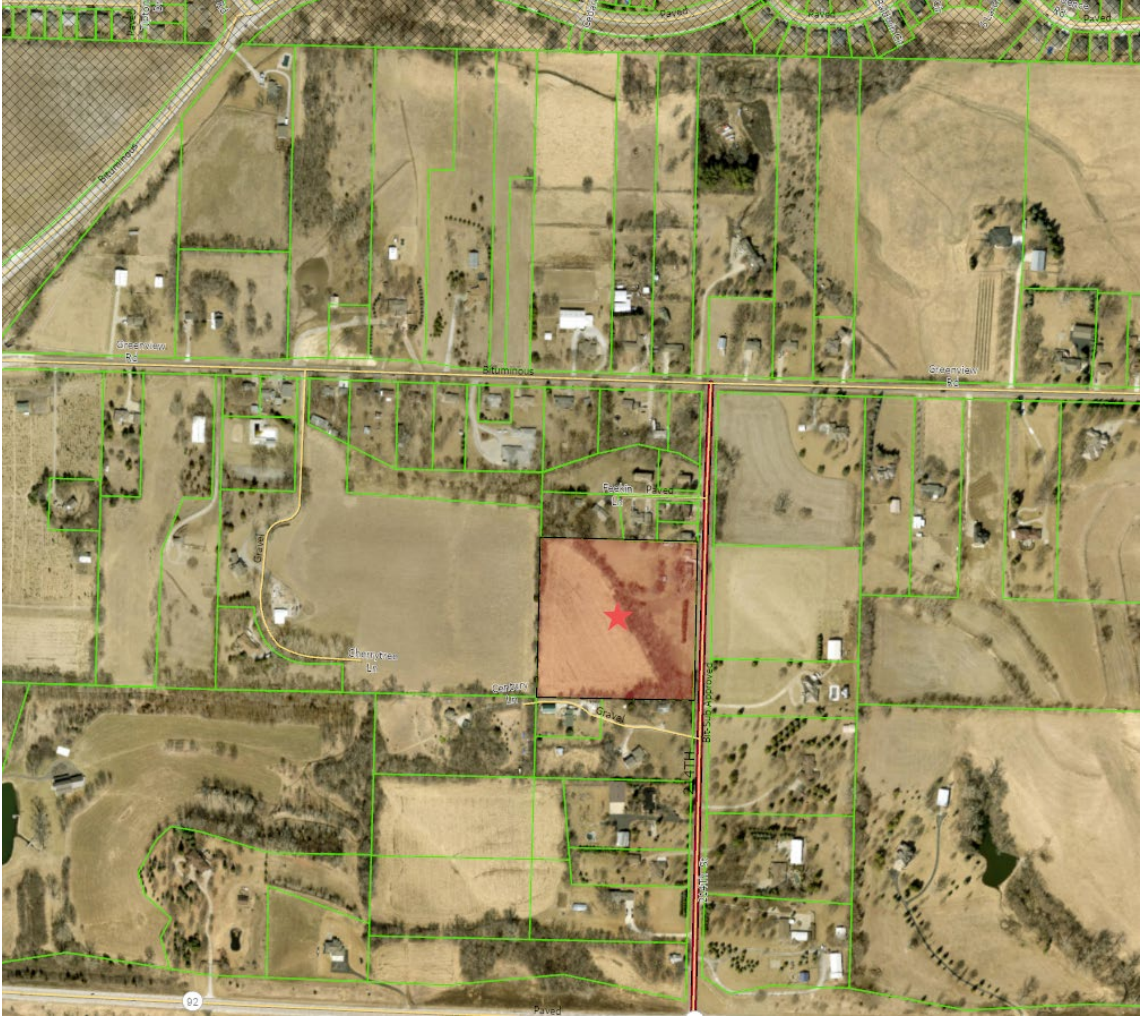
The parcel consists of 10 acres. There is a single family dwelling, four outbuildings, septic system and drinking water well.



**AREA REVIEW:**

The subject property is located immediately adjacent to 214<sup>th</sup> Street, an official bituminous County Road.

The majority of the properties in the immediate area are a rural residential acreages and ag ground.



**ZONING:**

The subject property is currently located in a Class R-2 (Urban Transitional) District.

8.020.010 INTENT: The Class R-2 District is intended to provide for single-family residential areas at suburban densities. It is intended that this district shall provide residential areas which combines certain of the advantages of both urban and rural locations by limiting the concentration of development and by permitting limited number of animals to be kept on the premises. (Ordinance #2007-01/03-09-07)

Subsection 8.020.020.04 of the Pottawattamie County, Iowa, Code, lists “Platted minor subdivisions for single-family dwellings, when located on a hard surfaced street or an official bituminous road”, as a permitted principal use in the Class R-2 District.



The minimum standards for the R-2 District with individual septic systems and wells are as follows:

	<u>Minimum</u>
Lot Size	2.0 Acres
Lot Width	175'
Lot Depth	300'

It appears that the proposed lot sizes, lot widths and lot depths conform to the minimums.

**SUBDIVISION  
ORDINANCE:**

Subsection 9.01.065 states:

9.01.065 **EXCEPTIONS:** *A minor subdivision plat may be prepared for an existing parcel being divided if it meets these allowed exceptions: (Ordinance #2018-03/05-10-18)*

- .01 *A minor subdivision plat may be prepared for an existing parcel being divided into two lots where the tract of record has previously been divided into more than four (4) parcels if all of the following are met:*
  - A. Zoning requirements for minimum size and access can be met.
  - B. Adjoins buildable platted property (not outlots) on rear and sides or property has double frontage.
  - C. Existing parcel is more than four times the minimum parcel size in respective zoning district.
  - D. Does not cause conflict with future access or development to subject parcel and/or adjacent parcels.

**SEWAGE  
DISPOSAL:**

Where an adequate public or common sanitary sewer system is not reasonably accessible or not required, onsite wastewater treatment and disposal systems may be used for the purpose of providing a private means of sewage disposal for each lot in the subdivision.

- A. The developer shall submit, with the preliminary plat, acceptable evidence of the suitability of the soil for onsite wastewater treatment and disposal systems on the site. The developer may be required to make one (1) or more soil boring tests and/or preliminary percolation tests within the boundaries of the subdivision if the evidence is deemed unacceptable by the County Board. Each test hole shall be numbered and its location and results shown on the final construction plans. All tests shall be performed in accordance with the Pottawattamie County, Iowa, Onsite Wastewater Treatment and Disposal System Ordinance.
- B. Lots where onsite wastewater treatment and disposal systems are proposed shall provide adequate space for two (2) such systems. The area dedicated for the second system is provided as a back up when the first system fails.
- C. Onsite wastewater treatment and disposal systems, if approved, may be installed at the expense of the developer, or at the expense of a subsequent lot owner at the time development of the lot takes place.  
**(SEE ATTACHMENT 1)**

**WATER SUPPLY:**

The current home has a well. The new home will also have a well.  
**(SEE ATTACHMENT 2)**

**COVENANTS:** None proposed.

**OTHER AGENICES COMMENTS:** A copy of the preliminary plat has been forwarded to the following agencies.

Pottawattamie County Engineer (no comment received)  
Lewis Central (no comment received)  
Lewis Township Department (no comment received)  
Pottawattamie County Sheriff (no comment)

**EXTERIOR ROAD:** The lots will have direct access onto 214<sup>th</sup> Street. There are already two existing entrances. The County Subdivision regulations require that all subdivisions be in areas in which the property lies immediately adjacent to and has access to a hardsurfaced street. This proposed subdivision, as previously noted, meets this requirement. The Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 330 vehicles per day.

**LAND USE PLAN:** In 2015 the County Comprehensive Plan 2030 was adopted. That Plan designates the Future Land Use of the subject property as Urban Transitional.

**FLOOD HAZARD:** The Flood Insurance Study prepared by the Federal Emergency Management Agency for the County designates in the Flood Insurance Rate Maps that the majority of the property as being in a Zone X-Areas of minimum flooding.

**COMMISSION**

**RECOMMENDATION:** On March 18, 2024 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Jonah and Amanda Leinen as filed under Case #SUB-2024-02, be **approved by the Board of Supervisors**.

Motion by: Leaders.

Second by: Larson.

Vote: Ayes –Larson, Leaders, Silkworth, Chapman, Schultz. Motion Carried.

**RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Planning and Zoning Resolution #2024-02

**PLANNING AND ZONING  
RESOLUTION NO. 2024-02**

**WHEREAS**, the proposed preliminary plat and supporting documents for **Leinen Subdivision**, a subdivision situated in **Lewis Township**, has been filed with the Pottawattamie County Planning and Zoning Commission for its study and recommendation under **Case #SUB-2024-02**; and

**WHEREAS**, said Commission conducted a public hearing on **March 18, 2024**, in accordance with Chapter 9.04 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and has given all parties an opportunity to be heard; and

**WHEREAS**, after careful study and being thoroughly familiar with the involved real estate and the surrounding area, said Commission has submitted its written recommendation to this Board to approve the preliminary plat; and

**WHEREAS**, this Board conducted a public hearing on **April 16, 2024** in accordance with the above-noted Ordinance and Statute, and has examined the proposed preliminary plat; and

**WHEREAS**, after careful study, and due consideration this Board has determined that the proposed preliminary plat conforms to the requirements of Chapter 9.01-9.30. Subdivision Ordinance of the Pottawattamie County, Iowa, Code; the Pottawattamie County, Iowa, Land Use Plan and Chapter 354, Code of Iowa, and has deemed it to be in the best interest of Pottawattamie County, Iowa, to concur with the County’s Planning and Zoning Commission’s recommendation:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA:** That the proposed preliminary plat of **Leinen Subdivision**, be, and the same is hereby approved as the preliminary plat of said subdivision.

Provided however, that this Resolution shall not be construed as being a final acceptance or approval of said Plat with the meaning of Chapter 9.01-9.30, Subdivision Ordinance, of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa; that after completion of all improvements and satisfaction of all requirements for final plats required by the State and County Ordinances and this Resolution, the final plat shall be submitted to this Board for its consideration.

PASSED AND APPROVED April 16, 2024.

	<b>ROLL CALL VOTE</b>			
	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Susan Miller, 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"/>
_____ Brian Shea	<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"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECORD: After Passage

# **Matt Wyant/Director, Planning and Development**

**Discussion and/or decision to approve and authorize the Board to sign Resolution No. 34-2024, Resolution Setting Date for a Public Hearing on Designation of the 2024 RMP Housing Urban Renewal Area and on Urban Renewal Plan and Project.**

**RESOLUTION NO. 34-2024**

**Resolution Setting Date for a Public Hearing on Designation of the 2024 RMP Housing Urban Renewal Area and on Urban Renewal Plan and Project**

**WHEREAS**, a proposal has been made to the Board of Supervisors (the “Board”) of Pottawattamie County, Iowa (the “County”) which shows the desirability of designating a portion of the County as the 2024 RMP Housing Urban Renewal Area (the “Urban Renewal Area”), pursuant to the provisions of Chapter 403, Code of Iowa; and

**WHEREAS**, under such proposal the real property (the “Property”) lying within the boundaries set out in Exhibit A would be designated as the Urban Renewal Area; and

**WHEREAS**, this Board is desirous of obtaining as much information as possible from the residents of the County before making this designation; and

**WHEREAS**, portions of the Property lie within two miles of the incorporated limits of the City of Council Bluffs, Iowa (the “City”), and pursuant to Section 403.17, the City has executed a certain joint agreement (the “Joint Agreement”) in order to enable the County exercise urban renewal authority over such portions of the Property; and

**WHEREAS**, the Property meets the definition of “agricultural land” under Section 403.17 of the Code of Iowa, and, pursuant to said law, a consent agreement (the “Ag Land Consent”) has been prepared for execution by the owner (the “Ag Land Owner”) of the Property; and

**WHEREAS**, a proposed urban renewal plan (the “Plan”) has been prepared for the governance of projects and initiatives to be undertaken on the Property and which authorizes a certain initial urban renewal project to be undertaken in the Urban Renewal Area consisting of providing tax increment financing support to RMP 87 Development, LLC in connection with the construction of public infrastructure necessary to support the development of a residential subdivision; and

**WHEREAS**, it is now necessary that a date be set for a public hearing on the designation of the Urban Renewal Area and on the Plan;

**NOW, THEREFORE**, Be It Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

**Section 1.** This Board will meet at the Board Room, County Courthouse, 227 S 6<sup>th</sup> Street, Council Bluffs, Iowa, on May 14, 2024, at 10:00 a.m., at which time and place it will hold a public hearing on the designation of the proposed Urban Renewal Area described in the preamble hereof and on the proposed urban renewal plan and project for said Urban Renewal Area.

**Section 2.** The County Auditor shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the County, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for the hearing.

**Section 3.** Pursuant to Section 403.5 of the Code of Iowa, Pam Kalstrup and Matt Wyant are hereby designated as the County’s representatives in connection with the consultation process with the Treynor Community School District which is required under that section of the urban renewal law.

**Section 4.** The proposed Plan is hereby submitted to the County’s Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

**Section 5.** The Chairperson and the County Auditor are hereby authorized to execute the Joint Agreement on behalf of the County, and any prior action taken in this regard is all hereby ratified and affirmed.

**Section 5.** Pam Kalstrup and Matt Wyant are hereby authorized and directed to present the Ag Land Consent to the Ag Land Owner.

**Passed and approved April 16, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Scott Belt

\_\_\_\_\_  
Tim Wichman

○ ○ ○ ○

\_\_\_\_\_  
Brian Shea

○ ○ ○ ○

\_\_\_\_\_  
Jeff Jorgensen

○ ○ ○ ○

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



EXHIBIT A  
Legal Description  
2024 RMP Housing Urban Renewal Area

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel "F", a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

**Discussion and/or decision to approve and sign  
Proclamation designating the week of April 14 – 20, 2024,  
National Public Safety Telecommunicators week.**

# Proclamation

## National Public Safety Telecommunicators Week

April 14-20, 2024

Whereas emergencies that require police, fire or emergency medical services can occur at any time; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who contact the Pottawattamie County, Iowa emergency communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Pottawattamie County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved that the Pottawattamie Board of Supervisors declares the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in Pottawattamie, Iowa, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this 16<sup>th</sup> day of April, 2024

### ROLL CALL VOTE

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

ATTEST: 

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Melvyn Houser, County Auditor

**Sam Arkfeld/Captain,**  
**Communications Center**

**Update on the 911 Center.**

**Debi Redmon/Supervisor,**  
**General Assistance**

**Discussion and/or decision to approve and authorize the  
Board Chairperson to sign Contract Number 24-09 for  
2024 Pottawattamie County Housing Trust Fund Grant  
Agreement.**

**2024 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 to 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 2024 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:

**Section 1. Grant Award and Project Description**

This Project will involve tenant rental housing assistance for deposit, 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 PottCoHTF funding up to the grant award amount identified below to be disbursed in accordance with the program allowances outlined in the PottCoHTF Housing Assistance Plan (HAP). Grantee is responsible to cover any Project costs above the grant award.

Grant Award Date: February 13, 2024

Grant Award Amount: \$25,000.00

Agreement Effective Date: Upon Signature of Both Parties

Project Completion Date: November 30, 2025

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:

Approximate Number of Beneficiaries/Units Serving 0-30% Median Family Income (MFI) or Below: 10

Approximate Number of Beneficiaries/Units Serving 31-80% MFI or Below: 6

Approximate Number of All Beneficiaries/Units Served: 16

The most current MFI household income limits are attached herein as Exhibit B and are updated annually by the U.S. Department of Housing & Urban Development (HUD). The PottCoHTF administrator may provide updated income limits when they become effective; however, it is incumbent upon the Grantee to ensure that the most up-to-date HUD income limits are being utilized in their income certification process.

**Section 2. Conditions of the Agreement**

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

- a. Assistance is limited to \$1,500 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. 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 as stated in Section 1 for the Project unless otherwise approved by the PottCoHTF Board. All Project expenditures shall be completed and a final Request for Disbursement shall be made by the project completion date as stated in Section 1 for the Project unless otherwise approved by the PottCoHTF Board.

**Section 4. 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 A. Invoices, bids, before and after photographs, payment documentation, as applicable, and beneficiary income certification 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 PottCoHTF approval of the Request for Disbursement Form and confirmation of compliance with this Agreement.

**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).

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.

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 Program 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. Social Security award letter(s);	
4. At least 1 month of paystubs;	
5. Zero Income Form	

An income and asset verification form is attached as Exhibit C. 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 performing construction activities 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. 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. Request for Reimbursement Form: Due for payment of Project expenses. See Section 3 herein for further details.
- b. Final Performance and Budget Report: PottCoHTF may request a final report outlining the activities completed and final budget expenditures. This may include photographs of the completed project(s).

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](mailto:bgrefe@mapacog.org).

#### **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 effect 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 Agreement 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**

By: \_\_\_\_\_  
Courtney Harter, Board President

\_\_\_\_\_  
Date

**Pottawattamie County General Assistance**

By: \_\_\_\_\_  
Susan Miller, Board of Supervisors Chairperson

\_\_\_\_\_  
Date

# Exhibit A – Sample Request for Reimbursement Form

## 2024 Pottawattamie County Housing Trust Fund (Contract #24-LHTF-14)

### 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:**

**0-30%    31-80%**

# Units to be Assisted (Contract): \_\_\_\_\_ 0                      0                      0

# Units Previously Assisted: \_\_\_\_\_ 0                      0                      0

# Units Remaining to be Assisted: \_\_\_\_\_ 0                      0                      0

# Units Assisted by this Request: \_\_\_\_\_ 0                      0                      0

**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: \_\_\_\_\_

Approved/Date: \_\_\_\_\_



## **Exhibit B – Household Income Limits**

**2024 Adjusted HOME Income Limits  
Omaha-Council Bluffs, NE-IA MSA  
Effective date: April 1, 2024**

<b>INCOME CATEGORY</b>	<b>HOUSEHOLD SIZE</b>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>0-30%</b>	\$23,000	\$26,300	\$29,600	\$32,850	\$36,580	\$41,960	\$47,340	\$52,720
<b>31-80%</b>	\$61,350	\$70,100	\$78,850	\$87,600	\$94,650	\$101,650	\$108,650	\$115,650

Available at: <https://www.huduser.gov/portal/datasets/il.html>

# Exhibit C – 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: [24-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
<b>Subtotals</b>	\$ -	\$ -	\$ -	\$ -
<b>Total Income:</b>			\$	-

### PART IV – Income from Assets

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

\*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:** \$ -



## 2023 General Assistance Review

### Assistance that has been approved

Information in this report was compiled through the CSN program utilized by General Assistance (GA). Between January 1, 2023, and Dec. 31, 2023, there were 256 assistance payments for clients. These funds assisted 157 individuals through the various General Assistance programs. There were 82 One Time Assistance approvals for rent and/or utilities; 42 GAP Assistance (for deposits/1<sup>st</sup> month's rent); 3 Back to Work program for rent; 24 Interim Disability cases; and 6 Funeral Assistance. The Interim Disability cases are ongoing monthly assistance for rent/utilities while the person is pending for Social Security. Prior year assistance had a total of 320 assistance payments for a total of 109 clients involving 41 approvals for the One Time Assistance, 28 for the GAP, 3 for the Back to Work, 34 for the Interim Disability program, and 3 Funeral Assistance.

The unique client number is different due to various reasons. The primary reason is due to a client of the Interim Disability program receiving ongoing assistance. In addition, a client may qualify for two different programs or may qualify for two different types of assistance such example rent & utilities. The Interim Disability and from the GAP program are the only two programs in which a client can utilize another program. For the 1x assistance and Back to Work program a client can only utilize once program, once per year with the contingency of repayment or good faith effort of repayment.

<b>General Assistance Funds</b>	<b>2023</b>	<b>2022</b>
Interim Disability	24	34
1x Assistance	82	41
GAP	42	28
Back to Work	3	3
Funeral	6	3
Total Clients payments	157	109

<b>General Assistance Utilized</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Total Client Unit Assistance	256	320	243	307	347
Unique Clients	153	100	66	73	79
<b>Total Client Services Paid</b>	<b>\$108,946</b>	<b>\$97,679</b>	<b>\$76,373</b>	<b>\$79,662</b>	<b>\$89,280</b>

### Reimbursements

Reimbursements are obtained through three sources: Social Security, Pottawattamie County Housing Trust (PCHTF) by the GAP (deposit/1<sup>st</sup> month's rent) Assistance grant or though client repayment. The funds repaid by Social Security occurred through the Interim Disability program, which as noted previously is ongoing assistance provided while a person is pending for Social Security benefits. The amount and timeframe of the repayment various based on how long the client was on the program and the amount of assistance that was provided. GA has obtained a grant from the Pottawattamie County Housing Trust Fund each year since April 2020. This grant provides a much needed avenue for persons needing housing stability. The reimbursement through the PCHTF occurs approximately quarterly and



the amount is based on various funds provided. Repayment by clients is not a frequent occurrence. The repayment schedule is established with the client at time of approval of funds with the understanding that it is not meant to be a financial strain for them. Many individuals do not repay but if additional assistance is requested by a client who has not repaid/good faith effort payment then they are informed of the previous amount provided and of the reimbursement policy and hence do not qualify for additional assistance. There was a much higher repayment by clients in 2023 compared to prior years (except 2019).

<b>Reimbursement</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Social Security	\$10,401(6)	\$5,425 (2)	\$19,238 (10)	\$7,838 (6)	\$76,610 (16)
PCHTF	\$24,917	\$12,887	\$19,227	\$7,749	NA
Client repayment	\$2,045	\$728	\$1,037	\$1,177	\$2,505
<b>Total Reimbursements</b>	<b>\$37,364</b>	<b>\$19,040</b>	<b>\$39,502</b>	<b>\$16,765</b>	<b>\$79,115</b>

### **Inquiries for Assistance**

Information in this report was obtained from the Prescreen forms accumulated from January 1, 2023 to December 31, 2023. These forms do not get entered into CSN system. Applicants that had been approved for assistance are not counted in these stats and would be in the CSN system. Prescreen forms are obtained through phone calls, walk-in applicants or via the GA website. Prescreens are completed to acquire information to determine eligibility. The number of phone calls is significantly higher than the prescreen number because many calls are fielded without the need of the prescreen form due to the person only needing resource information or needing non-GA items such as hotel, storage units, etc. The tally of calls also accounts for returned phone calls from current GA clients, calls from landlords, essentially any calls pertaining GA. Walk-in applicants account for people literally walking into the office to complete or else being referred by their service coordinator/case manager.

<b>General Assistance Inquiries</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
<b>Phone calls</b>	<b>1429</b>	<b>1438</b>	<b>976</b>	<b>1,259</b>	<b>1,835</b>
Prescreens	559	425	311	420	408
Walk-in inquires	73	50	25	27	40
Online prescreen applications	264	231	182	119	NA
<b>Total Prescreens completed</b>	<b>896</b>	<b>706</b>	<b>518</b>	<b>541</b>	<b>408</b>

Prescreens numbers have increased dramatically from 2021 and again from 2022. The utilization of the online application has increased steadily since this application option began. The number of walk-in inquiries or referrals from outside entities is the highest since beginning the tracking.

### **Pottawattamie County Website**

In August 2020, the Pottawattamie County website was revamped to include the ability to complete a GA prescreen request for assistance. A report is obtained that provides the number of views on the website. The page views of the GA site from Aug. – Dec. 2020 was 3,570. In 2021, the total page views to the site were 6,902. The average number of views on this site was 575 per month in 2021. In 2022,

the total page views to the General Assistance site were 7,661, with an average of 638 per month. In 2023, the tracking site had modifications and unfortunately the complete list of reports was not received, missing May & June 2023. For reports received in 2023, there were 4,719 total page views with an average of 471 per month. Please note that these results are slightly skewed due to missing 2 months.

### **Demographic Breakdown of Inquiries**

Various demographics, include household size, residence location, income source and age of head of household are obtained. A side-by-side comparison of various data from 2019 to 2023 is provided.

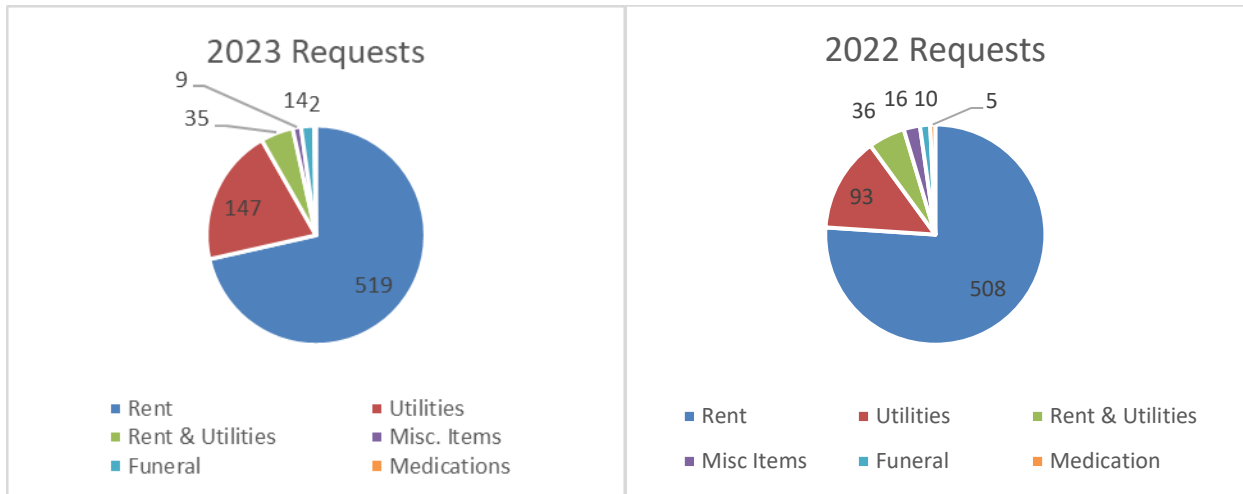
<i>Total Pre-Screens</i>	896	700	518	541	408
<b>Applicant's Reported Address</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Council Bluffs	632	556	323	381	355
Out of Pottawattamie County	32	33	21	15	13
Carter Lake	21	20	26	18	19
Crescent	5	2	1	0	1
Oakland	4	5	6	1	1
Avoca	2	5	3	0	3
Neola	2	1	0	1	1
Walnut	1	5	0	1	3
Treynor	1	1	1	0	2
Macedonia	1	1	0	0	0
Hancock	1	1	0	0	0
Underwood	1	0	2	2	2
Honey Creek	1	0	0	0	0
Carson	0	5	1	0	2
Minden	0	1	0	0	2
McClelland	0	1	0	0	0
Lewis	0	0	0	1	2
Elliott	0	0	0	1	2

<i>Total Pre-Screens</i>	896	700	518	541	408
<b>Household Size:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
One person	249	228	214	225	202
Two People	157	134	116	82	70
Three People	122	96	70	63	72
Four People	63	69	44	35	32
Five or more	58	44	27	17	32

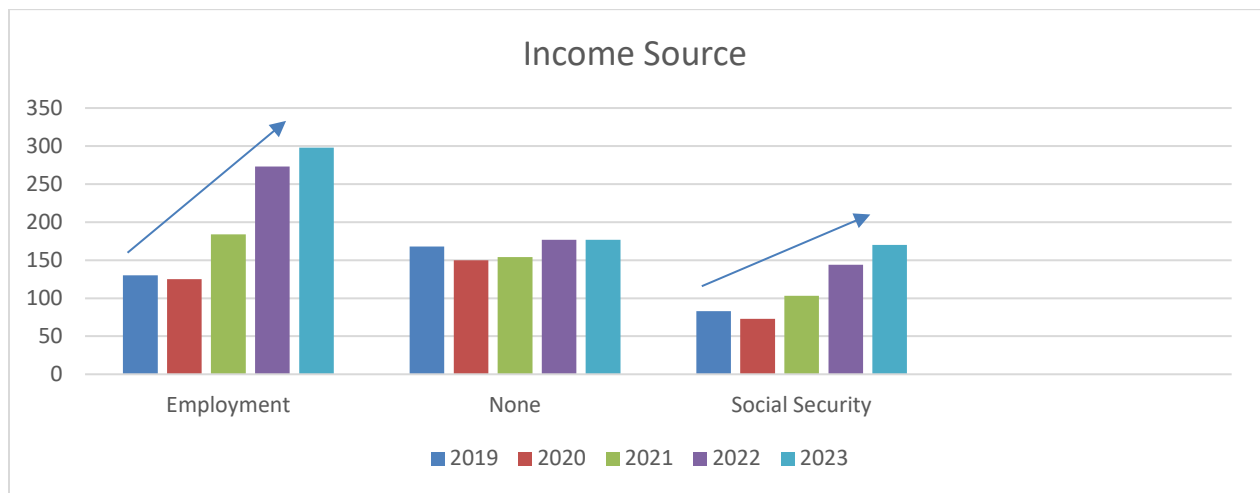
Total Pre-Screens	896	700	518	541	408
<b>Age Range:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
18-24	50	71	45	31	32
25-34	189	173	124	105	92
35-44	151	137	93	99	95
45-54	115	106	84	75	91
55-64	101	86	61	36	38
65+	31	20	17	7	14

The totals in the following section may not equal the number of prescreens reviews as they are counted in two areas if more than one need is identified. An example is that a person may request assistance with rent and with paying for a storage unit. This would fit in the category of Rental and Miscellaneous. Another example for income would be that the household has income from employment as well as Social Security so both of those areas are identified.

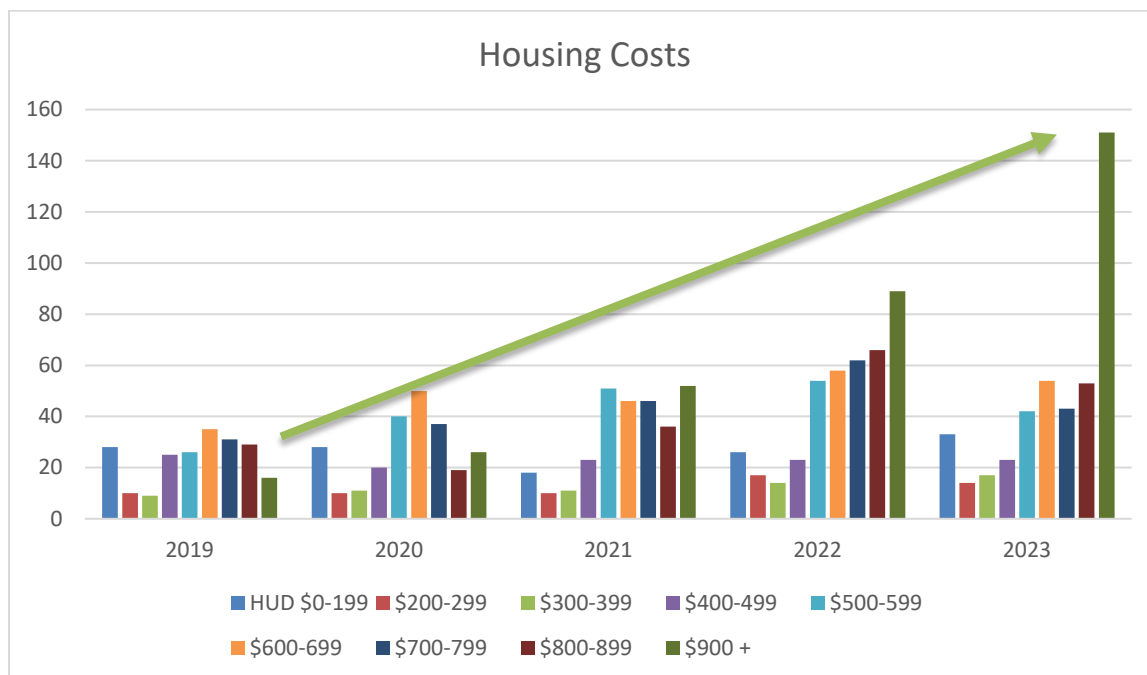
<b>Assistance Requested:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Rental	519	508	363	302	252
Utilities	147	93	91	79	123
Rent and Utilities	35	36	19	34	48
Funeral assistance	14	10	11	6	1
Miscellaneous items	9	16	2	2	4
Medications	2	5	4	3	1



<b>Reported Income Source:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Employment	298	273	184	125	130
None	177	177	154	150	168
Social Security	170	144	103	73	83
Child Support/Alimony	35	32	17	12	18
Unemployment	12	4	14	27	7
FIP	9	13	9	16	17
Veteran's Benefits	2	3	0	1	4
Workman's comp	1	1	1	0	0
Adoption Subsidy	0	2	0	0	0
Plasma	0	1	0	0	1



Monthly Rental Amount:	2023	2022	2021	2020	2019
HUD and/or \$0 - 199	33	26	18	28	28
\$200 - 299	14	17	10	11	10
\$300 - 399	17	14	11	11	9
\$400 - 499	23	23	23	20	25
\$500 - 599	42	54	51	42	26
\$600 - 699	54	58	46	50	35
\$700 - 799	43	62	46	37	31
\$800 - 899	53	66	36	19	29
\$900 +	151	89	52	26	16
Homeless	43	52	31	51	29
Mortgage	11	12	9	2	10
Friends/Family	11	16	-	-	-
Correctional Facility	0	1	-	-	-



#### **Points of Interest Regarding Demographics:**

The number of prescreens received increased significantly while the total number of callers remained relatively the same. This could signify that more people were calling for financial assistance versus just information, but these calls could have been from current clients or landlords as well. The number of people requesting utility assistance increased significantly since last year. Rental requests remained about the same. The majority of households were single family residing in Council Bluffs although the households reporting with 3 people had the biggest gain. All age ranges had respective increase of requests, except for those 18-24, which had 21 less requests.

A positive note is for the second year, employment is the leading their source of income over no income. It has been a steady increase in the number of households with employment as an income source. The number of households receiving Social Security also had a steady increase the past several years.

The number of households utilizing HUD/Subsidized Housing and seeking assistance increased slightly. The highest reported amount of rent paid by households was in the \$900+ price range. This is the second year being the most reported rent amount. Next year's tracking will include additional breakdown amounts since the amounts over \$900 tend to vary, many though were around \$1200. Compared with 5 years ago, the reported income for the majority of households was in the \$600-\$699 range. Unfortunately, the increase in rent prices has been found to be fueled by the lack of affordable housing. The number of persons requesting mortgage assistance remained the same but unfortunately no mortgage assistance is provided by General Assistance.

#### **Denial Explanation and Summary (see chart next page)**

During the prescreen application review process, the applicant is questioned on whether they have attempted to contact the other assistance agencies. The reason for this inquiry is that GA is meant to be the agency of last resort due to County tax monies being used to support the program. If the applicant has not tried to contact or follow through with a call to the other agencies their information is obtained and told that they can call back if the other agencies are not able to assist (if they otherwise meet qualification requirements). There are 8 other agencies in Pottawattamie County that provide rental/utility assistance. It is hopeful that those that did not call back for follow up appointments with GA were able to handle their bill either on their own or through other agencies. There were 408 cases that no return call from the client occurred this past year compared to 391 the year prior. 29 cases were referred to other agencies that have programs that the person should be able to utilize. The bulk of these cases would qualify for the programs such as FIP, LIHEAP or VA.

To be eligible for the One Time Assistance program, the monthly net household has to be below the 100% Federal Poverty Guideline. The only costs that are excluded from the income total are for any medication, medical copay and medical costs that the applicant paid during the past month. There were 104 requests for assistance that were over the income guideline amount. This is significantly increased since 2020. It should be noted that this past year more household reported employment as an income source.

There were 18 requests for items that GA does not provide assistance, which includes: mortgages, car registration/plates, home repairs, hotel, car repair, a travel trailer, and medical treatment or supplies. This number is reduced from the prior year of 24 requests.

There were 30 no shows for appointment this year, which is a slight increase from the prior year of 23. There was an increase for the denial reason of being fired or quitting a job from 16 cases to 26 cases. This denial reason is due to the person voluntarily placing themselves in a situation in which they need assistance or have caused the income loss. The only exception is if there is medical certification that they had to leave the job or if worker's comp deems the firing inappropriate.

There were 39 cases this past year that requested assistance even though they did not live in Pottawattamie County. This is an increase from all prior years. GA is only able to provide help if a person is a citizen of the United States or have established permanent legal residence (not green card status) or authorized refugee/asylee. There were 5 cases this year, which is a decline from past 2 years. The number of denials based on the person being a student was higher than the past 2 years, with 10 requests. The reason a person is denied due to being a student is that they could access loans for the cost-of-living expense and that they are voluntarily taking themselves out of the job market in which if they were employed then they could pay their bills. There were 10 cases of denial that were due to budgeting issues. This is primarily for the 1x assistance program in which it has to be fairly certain that the person will be able to pay their rent on their own the next month. The program is meant for situations that the person did not foresee or control so in cases in which a person used their money to buy Christmas presents or used their money for fees/fines then they do not qualify. It would be a matter of a person budgeting their basic needs, i.e. rent/utilities first then make their budgeting determinations afterwards.

The denials for cremation/funeral assistance remained steady at 10. Policy indicates that the person has to be homeless indigent prior to passing away. Often the calls for the deceased revealed that the person was living in their own home, with family members or in a nursing home, all of which would not place them in the indigent category. The family member is given contact information for local funeral homes that work with family's budget and also suggested to start a memorial fund.

<b>Denial Reason</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Client Inaction	408	391	330	201	178
Over Income	104	77	41	36	43
Eligible for other programs (FIP, LIHEAP, VA)	29	58	17	33	33
Resides outside Pottawattamie County	39	32	24	17	13
COVID related	0	27	9	47	NA
Requested item not paid by GA	18	24	11	2	16
No Show for appointment with GA	30	23	8	19	23
Quit/Fired from job	26	16	10	9	20
Receives FIP Benefits	NA	12	11	15	17
Not indigent (cremation)	10	10	11	1	1
Not US Citizen	5	10	9	1	3
Applicant otherwise paid bill – no need	12	10	3	12	9
Prior assistance by GA not repaid	15	6	5	5	18
Student	10	5	3	9	12
Budgeting issues	10	4	7	11	5
Didn't follow through with requested info	8	4	3	12	8
Past Due Bill/Disconnected	4	1	0	2	4
Pays rent to family member	3	0	0	0	2
Deposit/1st month's rent requested	NA	NA	NA	12	50

**Final Summary and Recommendations for Future Policy Development**

A review of the reasons for denial of General Assistance complies with the Pottawattamie County Policy Manual, which provides detailed parameters for assistance. The Pottawattamie County General Assistance Manual was updated in June 2023. No changes are being recommended at this time. Thank you for reviewing this report.

Respectfully Submitted,

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

Debi Redmon, MPA

Pottawattamie County General Assistance Supervisor



# **John Rasmussen/Engineer**

**Discussion and/or decision to approve Iowa DOT Funding Agreement 4-24-Raise-005 in the amount of \$4,900,000 for project HDP-7830(601)—68-78.**

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a RAISE Discretionary Project**

RECIPIENT: Pottawattamie County

Project No.: HDP-7830(601)--6B-78

Iowa DOT Agreement No.: 4-24-RAISE-005

CFDA No. and Title:  
20.933 National Infrastructure Investments (RAISE)

This is an agreement between Pottawattamie County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The RECIPIENT has received Federal funding from the United States Department of Transportation (US DOT) through the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021) (FY 2023 Rebuilding American Infrastructure with Sustainability and Equity, hereinafter referred to as RAISE), regarding National Infrastructure Investments. RAISE funds are available to provide financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact.

Additionally, this is an agreement between the City of Underwood, Iowa (hereinafter referred to as the CITY) and Pottawattamie County, Iowa (hereinafter referred to as the COUNTY) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT), for funding through the City Bridge Construction Program under Iowa Code Section 312.2 (12)(b) and 761 Iowa Administrative Code (IAC) Chapter 160. The COUNTY shall be referred to as the RECIPIENT and the CITY shall be the SUB-RECIPIENT).

The RECIPIENT, the CITY, and the DEPARTMENT previously entered into the following agreement for the above referenced project, project number BRS-7830(601)--60-78: Agreement No. 4-22-HBP-026 for development and construction of the below described project was executed by the CITY, the RECIPIENT, and the DEPARTMENT on November 15, 2022, November 22, 2022 and November 28, 2022, respectively. This agreement RESCINDS the original fully executed agreement 4-22-HBP-026 dated November 28, 2022. The original Project Number BRS-7830(601)--60-78 has been RESCINDED and replaced with HDP-7830(601)--6B-78.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide RAISE funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The RECIPIENT's contact person shall be the County Engineer, John Rasmussen.
3. The RECIPIENT shall be responsible for the development and completion of the following described RAISE project:
  - A. FHWA Structure Number: 288730
  - B. Location: Magnolia Road over Mosquito Creek
  - C. Preliminary Estimated Total Cost: \$5,500,000
4. Eligible project activities will be limited to construction costs.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from RAISE funds. The portion of the project costs reimbursed by RAISE funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$4,400,000, for construction work.
7. 100% of the eligible project construction costs incurred after the effective date of this agreement shall be paid from the City Bridge Construction Fund up to a maximum of \$500,000, unless the RECIPIENT receives written notice from the DEPARTMENT that this amount may be exceeded. If at any time during the development or construction of the project, the estimated eligible costs exceed the preliminary estimate contained herein, the increased costs must be approved by the DEPARTMENT prior to incurring such costs and are dependent on available funding. In no case will the reimbursed amount exceed \$500,000. The RECIPIENT shall pay 100% of the non-eligible project costs. Costs are considered incurred when the RECIPIENT has an obligation to pay. Reimbursed costs will be limited to state funds that are made available to cities through the County and City Bridge Construction Funds outlined in 761 Iowa Administrative Code, Chapter 160.
8. The RECIPIENT shall pay for all project costs not reimbursed with RAISE or City State Bridge funds.
9. If the project described in herein drops out of the MAPA Rural Transportation Planning Affiliation current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP, this agreement shall become null and void. All funds shall be obligated by August 1, 2027. Claims for reimbursement shall be submitted by August 1, 2032, or the amount not paid will be de-obligated by September 30, 2032.
10. The RECIPIENT shall let the project for bids through the DEPARTMENT.
11. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
12. It is the intent of all parties that no third-party beneficiaries be created by this agreement.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.



**EXHIBIT 1**  
**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements.**

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## **5. Right-of-Way, Railroads and Utilities.**

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## **6. Contract Procurement.**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

**7. Construction.**

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

**8. Reimbursements.**

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit



or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

**9. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve Right of Way  
(ROW) contract to Meredith Farms Inc for project L-  
2024(LY12)—73-78.**

CONTRACT

THIS AGREEMENT Made and entered into this \_\_\_\_\_ of \_\_\_\_\_, A.D. 2024

By and between Meredith Farms Inc., C/O Stephen O. Meredith

Address 881 Fort Getty, Jamestown, RI 02835

party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$916.23 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed, or an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 22 Township 77N Range 38W

As shown on plans for Project No. L-2024(LY12)—73-78 Additional Rights of Way as follows:

See attached legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 2nd day of April, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.025 acres Permanent Easement at \$13,092.00 per acre	\$327.30
Approximately 0.031 acres Temporary Easement at \$6,546.00 per acre	\$202.93
Allowance for abstract fee	\$150.00
Approximately 90 feet of fence material and labor allowance at \$2.62 per FT.	\$236.00

TOTAL	\$916.23
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Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) MEREDITH FARMS, INC.  
By [Signature] Party of the First Part  
President

(Signed) POTTAWATTAMIE COUNTY

By \_\_\_\_\_, Chairman  
Party of the Second Part

DOCUMENT PREPARED BY POTTAWATTAMIE COUNTY ENGINEER'S OFFICE

# RIGHT OF WAY ACQUISITION PLAT

ACQUIRED FROM MEREDITH FARMS INC.

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

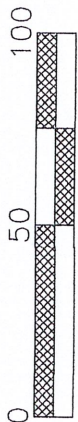
*James E. Terry* 18 MAR 2024  
 James E. Terry, L.S. Date

License number 11702

My license renewal date is December 31, 2025

Pages or sheets covered by this seal.

Sheet 1 of 2 and Sheet 2 of 2.

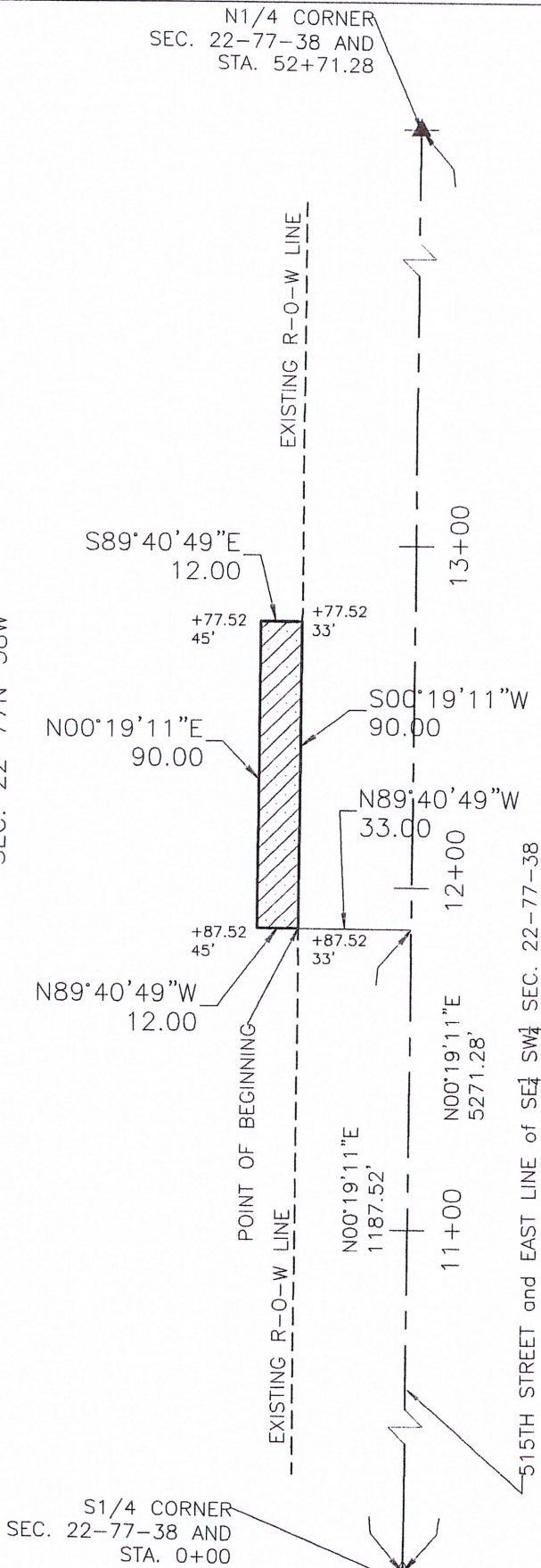


SCALE: 1" = 50'

**LEGEND**

- ▲ = FOUND REBAR 9" DEEP
- △ = FOUND BRASS MARKER IN HMA PAVEMENT
- ▨ = PERMANENT EASEMENT

SE1/4 SW1/4  
 SEC. 22-77N-38W



N1/4 CORNER  
 SEC. 22-77-38 AND  
 STA. 52+71.28

S1/4 CORNER  
 SEC. 22-77-38 AND  
 STA. 0+00

FROM C/ STA. 11+87.52 TO C/ STA. 12+77.52 R.O.W. 0.025 ACRES CONSIDERATION \$  
 SECTION 22 TWP 77N RANGE 38W BORROW ACRES  
 CIVIL TWP LAYTON ACQUIRED BY PERM. ESMT CONTRACT DATED

## Legal Description:

A parcel of land located in part of the SE1/4 SW1/4 of Section 22, Township 77 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:

Commencing at the South ¼ Corner of said Section 22; thence N00°19'11"E along the East line of said SE1/4 SW1/4 a distance of 1187.52 feet to a point being Station 11+87.52 on the East line of said SE1/4 SW1/4; thence N89°40'49"W a distance of 33.00 feet to a point on the West right-of-way line of 515<sup>th</sup> Street being Station 11+87.52, 33.00 feet left of the East line of said SE1/4 SW1/4 and the Point of Beginning; thence continuing N89°40'49"W a distance of 12.00 feet to a point being Station 11+87.52, 45.00 feet left of the East line of said SE1/4 SW1/4; thence N00°19'11"E a distance of 90.00 feet to a point being Station 12+77.52, 45.00 feet left of the East line of said SE1/4 SW1/4; thence S89°40'49"E a distance of 12.00 feet to said West right-of-way line and a point being Station 12+77.52, 33.00 feet left of the East line of said SE1/4 SW1/4; thence S00°19'11"W along said West right-of-way line a distance of 90.00 feet to the Point of Beginning. Said parcel contains 0.025 acres, more or less.

Note: The East Line of the SE1/4 SW1/4 of said Section 22 is assumed to bear N00°19'11"E for this description.

DOCUMENT PREPARED BY POTTAWATTAMIE COUNTY ENGINEER'S OFFICE

# RIGHT OF WAY ACQUISITION PLAT

ACQUIRED FROM MEREDITH FARMS INC.

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

*James E. Terry* 18 MAR 2024  
Date

James E. Terry, L.S.

License number 11702

My license renewal date is December 31, 2025

Pages or sheets covered by this seal.

Sheet 1 of 2 and Sheet 2 of 2.

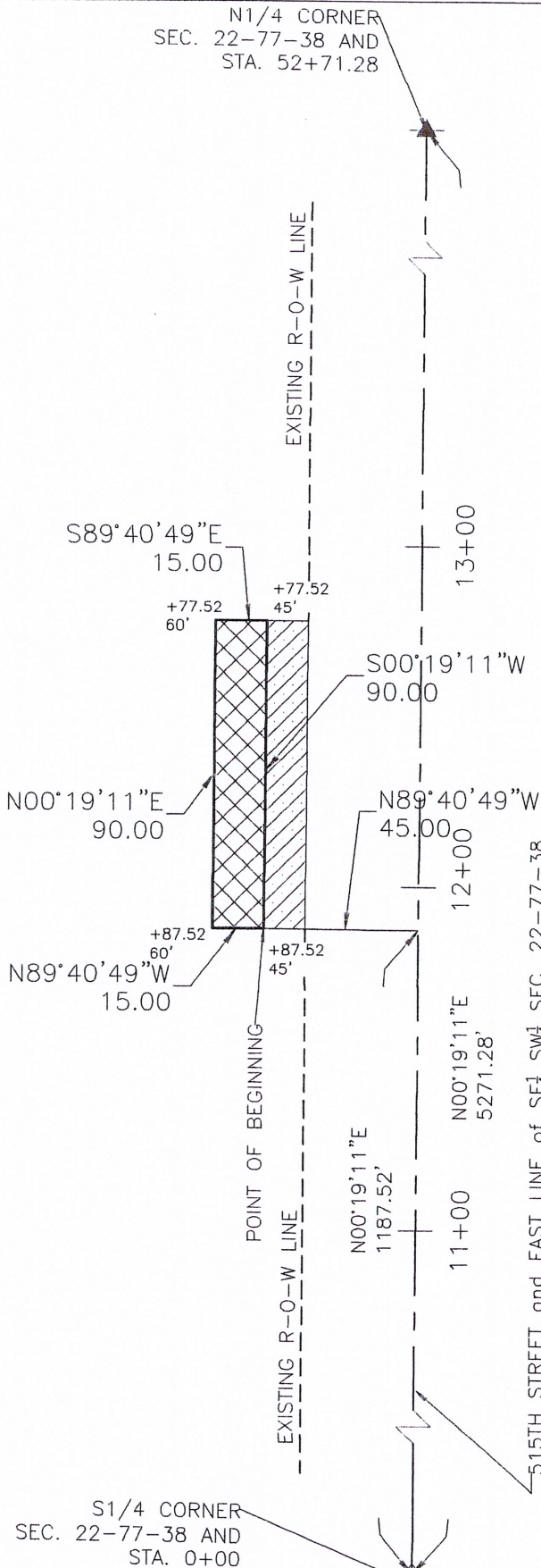


SCALE: 1" = 50'

### LEGEND

- ▲ = FOUND REBAR 9" DEEP
- △ = FOUND BRASS MARKER IN HMA PAVEMENT
- ▨ = PERMANENT EASEMENT
- ▩ = TEMPORARY EASEMENT

SE1/4 SW1/4  
SEC. 22-77N-38W



N1/4 CORNER  
SEC. 22-77-38 AND  
STA. 52+71.28

S1/4 CORNER  
SEC. 22-77-38 AND  
STA. 0+00

POTTAWATTAMIE COUNTY PROJECT NUMBER L-2024(LY12)--73-78

FROM & STA. 11+87.52 TO & STA. 12+77.52 R.O.W. 0.031 ACRES CONSIDERATION \$

SECTION 22 TWP 77N RANGE 38W BORROW ACRES

CIVIL TWP LAYTON ACQUIRED BY TEMP. ESMT CONTRACT DATED

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve Right of Way  
(ROW) contract to 6 Down 73-2 Go LLC project L-  
2024(LY12)—73-78.**

**CONTRACT**

THIS AGREEMENT Made and entered into this 4<sup>th</sup> of March, A.D. 2024

By and between 6 Down, 73-2 Go L.L.C. C/O Marvin Katzer

Address 851 Woodcrest Ave., Brea, CA 92821

party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$668.57 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed, or an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 22 Township 77N Range 38W

As shown on plans for Project No. L-2024(LY12)—73-78 Additional Rights of Way as follows:

See attached legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 4<sup>th</sup> day of March, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefor upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.014 acres Permanent Easement at \$13,092.00 per acre	\$183.29
Approximately 0.017 acres Temporary Easement at \$6,546.00 per acre	\$111.28
Allowance for abstract fee	\$150.00
Approximately 50 feet of fence material and labor	\$224.00
TOTAL	\$668.57

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed) Marvin J. Katzer  
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By \_\_\_\_\_, Chairman  
Party of the Second Part



DOCUMENT PREPARED BY POTTAWATTAMIE COUNTY ENGINEER'S OFFICE

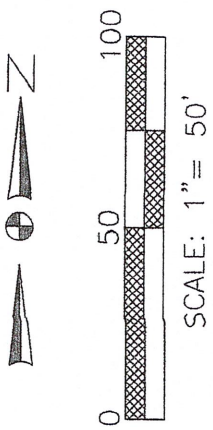
# RIGHT OF WAY ACQUISITION PLAT

ACQUIRED FROM 6 DOWN 73-2 GO L.L.C.

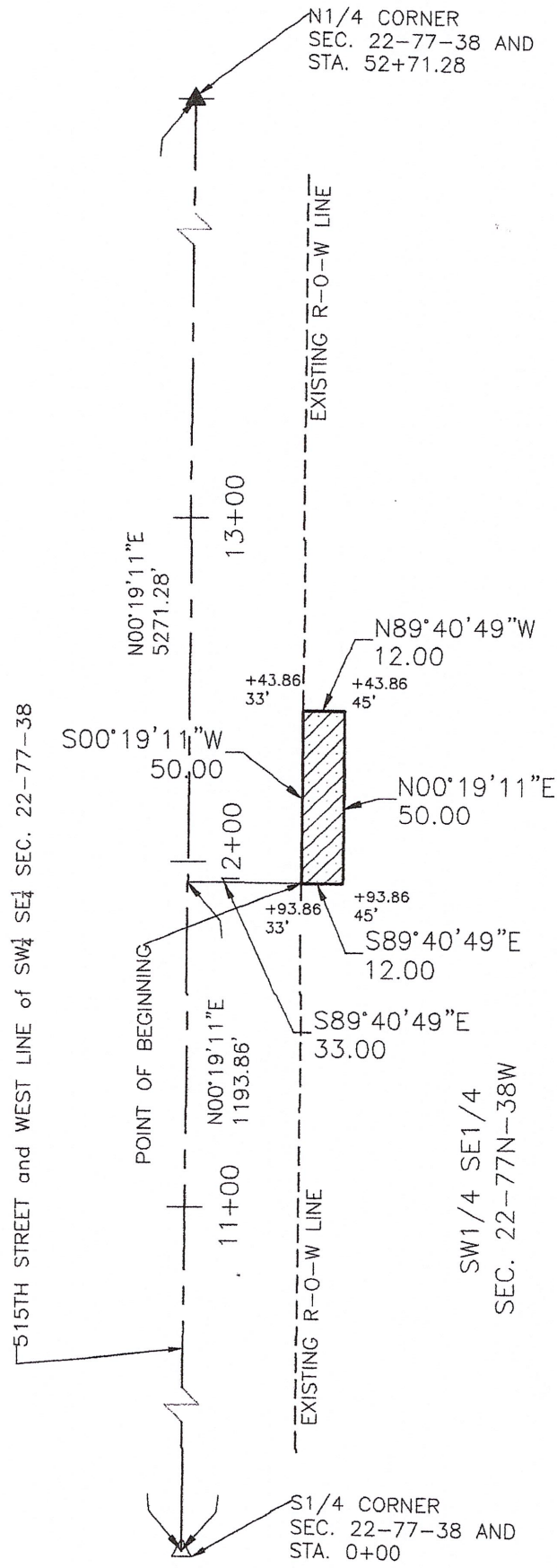
I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*James E. Terry* 18 MAR 2024  
 Date  
 License number 11702  
 My license renewal date is December 31, 2025  
 Pages or sheets covered by this seal.  
 Sheet 1 of 2 and Sheet 2 of 2.

POTTAWATTAMIE COUNTY PROJECT NUMBER L-2024(LY12)--73-78



- LEGEND**
- ▲ = FOUND REBAR 9" DEEP
  - △ = FOUND BRASS MARKER IN HMA PAVEMENT
  - ▨ = PERMANENT EASEMENT



FROM C STA. 11+93.86	TO C STA. 12+43.86	R.O.W.	0.014	ACRES	CONSIDERATION \$
SECTION 22	TWP 77N	RANGE 38W	BORROW	ACRES	
CIVIL TWP LAYTON	ACQUIRED BY	PERM. ESMT	CONTRACT DATED		

## Legal Description:

A parcel of land located in part of the SW1/4 SE1/4 of Section 22, Township 77 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:

Commencing at the South ¼ Corner of said Section 22; thence N00°19'11"E along the West line of said SW1/4 SE1/4 a distance of 1193.86 feet to a point being Station 11+93.86 on the West line of said SW1/4 SE1/4; thence S89°40'49"E a distance of 33.00 feet to a point on the East right-of-way line of 515<sup>th</sup> Street being Station 11+93.86, 33.00 feet right of the West line of said SW1/4 SE1/4 and the Point of Beginning; thence continuing S89°40'49"E a distance of 12.00 feet to a point being Station 11+93.86, 45.00 feet right of the West line of said SW1/4 SE1/4; thence N00°19'11"E a distance of 50.00 feet to a point being Station 12+43.86, 45.00 feet right of the West line of said SW1/4 SE1/4; thence N89°40'49"W a distance of 12.00 feet to said right-of-way line and a point being Station 12+43.86, 33.00 feet right of the West line of said SW1/4 SE1/4; thence S00°19'11"W along said East right-of-way line a distance of 50.00 feet to the Point of Beginning. Said parcel contains 0.014 acres, more or less.

Note: The West line of the SW1/4 SE1/4 of said Section 22 is assumed to bear N00°19'11"E for this description.

DOCUMENT PREPARED BY POTTAWATTAMIE COUNTY ENGINEER'S OFFICE  
**RIGHT OF WAY  
ACQUISITION PLAT**

ACQUIRED FROM 6 DOWN 73-2 GO L.L.C.

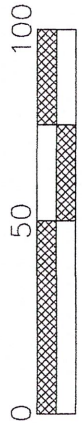
I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*James E. Terry* 18 MAR 2024  
James E. Terry, L.S. Date

License number 11702  
My license renewal date is December 31, 2025

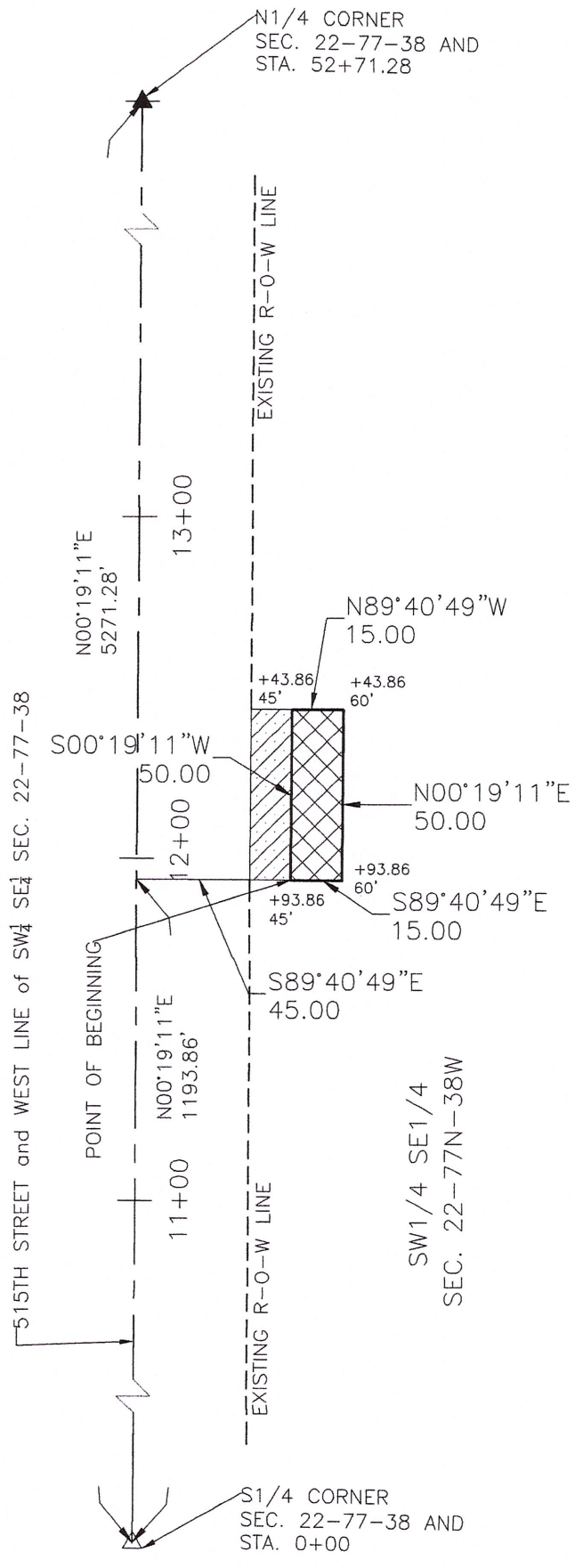
Pages or sheets covered by this seal.  
Sheet 1 of 2 and Sheet 2 of 2.

POTTAWATTAMIE COUNTY PROJECT NUMBER



SCALE: 1" = 50'

- LEGEND**
- ▲ = FOUND REBAR 9" DEEP
  - △ = FOUND BRASS MARKER IN HMA PAVEMENT
  - ▨ = PERMANENT EASEMENT
  - ▩ = TEMPORARY EASMENT



FROM  $\phi$  STA. 11+93.86 TO  $\phi$  STA. 12+43.86 R.O.W. 0.017 ACRES CONSIDERATION \$

SECTION 22 TWP 77N RANGE 38W BORROW ACRES

CIVIL TWP LAYTON ACQUIRED BY TEMP. ESMT CONTRACT DATED

## Legal Description:

A parcel of land located in part of the SW1/4 SE1/4 of Section 22, Township 77 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:

Commencing at the South ¼ Corner of said Section 22; thence N00°19'11"E along the West line of said SW1/4 SE1/4 a distance of 1193.86 feet to a point being Station 11+93.86 on the West line of said SW1/4 SE1/4; thence S89°40'49"E a distance of 45.00 feet to a point on the East right-of-way line of 515<sup>th</sup> Street being Station 11+93.86, 45.00 feet right of the West line of said SW1/4 SE1/4 and the Point of Beginning; thence continuing S89°40'49"E a distance of 15.00 feet to a point being Station 11+93.86, 60.00 feet right of the West line of said SW1/4 SE1/4; thence N00°19'11"E a distance of 50.00 feet to a point being Station 12+43.86, 60.00 feet right of the West line of said SW1/4 SE1/4; thence N89°40'49"W a distance of 15.00 feet to said right-of-way line and a point being Station 12+43.86, 45.00 feet right of the West line of said SW1/4 SE1/4; thence S00°19'11"W along said East right-of-way line a distance of 50.00 feet to the Point of Beginning. Said parcel contains 0.017 acres, more or less.

Note: The West line of the SW1/4 SE1/4 of said Section 22 is assumed to bear N00°19'11"E for this description.

## Legal Description:

A parcel of land located in part of the SE1/4 SW1/4 of Section 22, Township 77 North, Range 38 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully described as follows:

Commencing at the South ¼ Corner of said Section 22; thence N00°19'11"E along the East line of said SE1/4 SW1/4 a distance of 1187.52 feet to a point being Station 11+87.52 on the East line of said SE1/4 SW1/4; thence N89°40'49"W a distance of 45.00 feet to a point on the West right-of-way line of 515<sup>th</sup> Street being Station 11+87.52, 45.00 feet left of the East line of said SE1/4 SW1/4 and the Point of Beginning; thence continuing N89°40'49"W a distance of 15.00 feet to a point being Station 11+87.52, 60.00 feet left of the East line of said SE1/4 SW1/4; thence N00°19'11"E a distance of 90.00 feet to a point being Station 12+77.52, 60.00 feet left of the East line of said SE1/4 SW1/4; thence S89°40'49"E a distance of 15.00 feet to said West right-of-way line and a point being Station 12+77.52, 45.00 feet left of the East line of said SE1/4 SW1/4; thence S00°19'11"W along said West right-of-way line a distance of 90.00 feet to the Point of Beginning. Said parcel contains 0.031 acres, more or less.

Note: The East Line of the SE1/4 SW1/4 of said Section 22 is assumed to bear N00°19'11"E for this description.

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve Right of Way  
(ROW) contract to Don Parish Trust for project L-  
2024(NO22)—73-78.**

**CONTRACT**

THIS AGREEMENT Made and entered into this 4<sup>th</sup> of April, A.D. 2024

By and between Don Parish Trust  
Address 28566 Juniper RD, Underwood IA 51576  
party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$876.48 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed, or an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 26 Township 76N Range 42W

As shown on plans for Project No. L-2024(NO22)—73-78 Additional Rights of Way as follows:

See attached legal description.

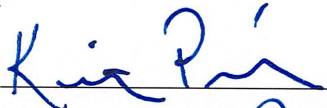
It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 4 day of April, 2024.


Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.060 acres Permanent Easement at \$12,108.00 per acre	\$726.48
Allowance for abstract fee	\$150.00
TOTAL	\$876.48

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed)   
Party of the First Part, acting Trustee

(Signed)   
Party of the First Part, acting Trustee

(Signed) POTTAWATTAMIE COUNTY

By \_\_\_\_\_, Chairman  
Party of the Second Part





## Legal Description:

A parcel of land located in part of the NE1/4 NE1/4 of Section 26, Township 76 North, Range 42 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County Iowa, said parcel being more fully described as follows:

Commencing at a intersecting point of the centerline of Jackson Avenue and of the East line of said NE1/4 NE1/4 of Section 26, said point being Station 15+30.30; thence S50°44'06"W along said centerline of Jackson Avenue a distance of 203.93 feet to a point being Station 13+26.37; thence S39°15'54"E a distance of 33.00 feet to a point on the southeasterly right of way line of Jackson Avenue, said point being Station 13+26.37, 33.00 feet southeasterly of the said centerline of Jackson Avenue and Point of Beginning; thence along said right of way line S50°44'06"W a distance of 124.00 feet to a point being Station 12+02.37, 33.00 feet southeasterly of said centerline of Jackson Avenue; thence N82°54'06"E a distance of 63.86 feet to a point being Station 12+56.43, 67.00 feet southeasterly of said centerline of Jackson Avenue; thence N50°44'06"E a distance of 30.00 feet to a point being Station 12+86.43, 67.00 feet southeasterly of said centerline of Jackson Avenue; thence N10°19'38"E a distance of 52.45 feet to the Point of Beginning. Said parcel contains 0.060 acres, more or less.

Note: The centerline of Jackson Avenue is assumed to bear S50°44'06"W and the East line of Section 26 is assumed to bear S0°03'00"E for this description.

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve Right of Way  
(ROW) contract to Daniel W. & Emily Huneke for project  
L-2024(NO22)—73-78.**

**CONTRACT**

THIS AGREEMENT Made and entered into this 1<sup>st</sup> of April, A.D. 2024

By and between Daniel W. & Emily Huneke  
Address 29055 Magnolia RD, Underwood IA 51576

party of the first part, and Board of Supervisors, acting for Pottawattamie County Iowa, party of the second part.

WITNESSETH:

In consideration of \$1094.42 receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed, or an easement for use as a public highway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 26 Township 76N Range 42W

As shown on plans for Project No. L-2024(NO22)—73-78 Additional Rights of Way as follows:

See attached legal description.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 1<sup>st</sup> day of April, 2024.

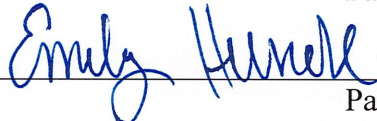
Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

Approximately 0.078 acres Permanent Easement at \$12,108.00 per acre	\$944.42
Allowance for abstract fee	\$150.00
<b>TOTAL</b>	<b>\$1,094.42</b>

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

(Signed)   
Party of the First Part

(Signed)   
Party of the First Part

(Signed) POTTAWATTAMIE COUNTY

By \_\_\_\_\_, Chairman  
Party of the Second Part

DOCUMENT PREPARED BY POTTAWATTAMIE COUNTY ENGINEER'S OFFICE

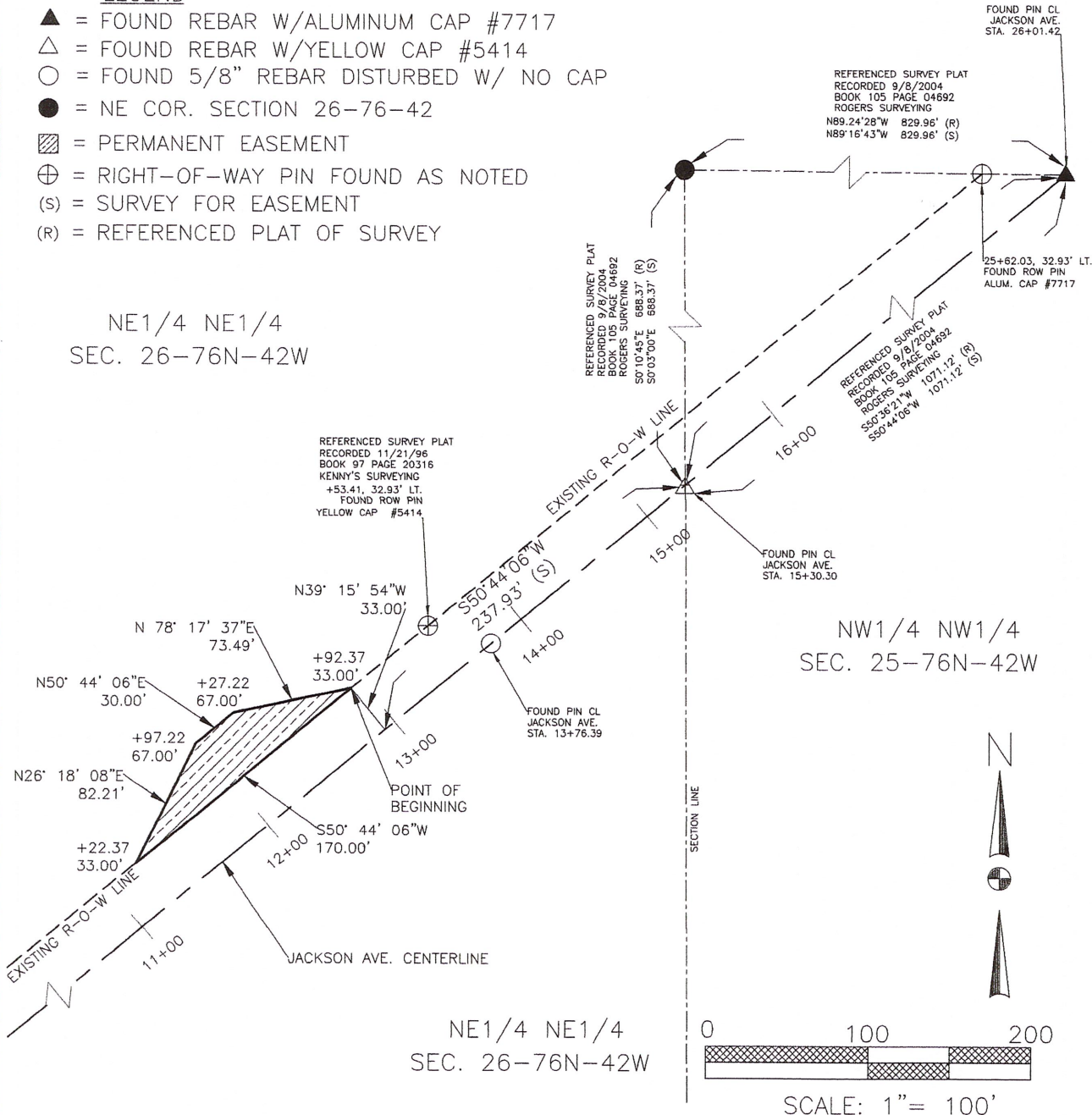
# RIGHT OF WAY ACQUISITION PLAT

ACQUIRED FROM DANIEL W. & EMILY HUNEKE

### LEGEND

- ▲ = FOUND REBAR W/ALUMINUM CAP #7717
- △ = FOUND REBAR W/YELLOW CAP #5414
- = FOUND 5/8" REBAR DISTURBED W/ NO CAP
- = NE COR. SECTION 26-76-42
- ▨ = PERMANENT EASEMENT
- ⊕ = RIGHT-OF-WAY PIN FOUND AS NOTED
- (S) = SURVEY FOR EASEMENT
- (R) = REFERENCED PLAT OF SURVEY

NE1/4 NE1/4  
SEC. 26-76N-42W



NE1/4 NE1/4  
SEC. 26-76N-42W

NW1/4 NW1/4  
SEC. 25-76N-42W

CONSIDERATION \$ \_\_\_\_\_

ACRES \_\_\_\_\_

BORROW \_\_\_\_\_

CONTRACT DATED \_\_\_\_\_

R.O.W. 0.078

ACRES \_\_\_\_\_

PERM. ESMT \_\_\_\_\_

ACQUIRED BY \_\_\_\_\_

PERM. ESMT \_\_\_\_\_

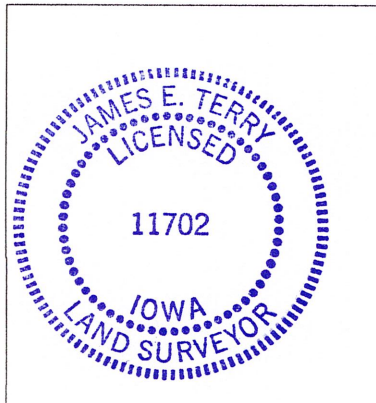
ACRES \_\_\_\_\_

CONTRACT DATED \_\_\_\_\_

FROM & STA. 11+22.37 TO & STA. 12+92.37

SECTION 26 TWP NORWALK RANGE 42W

CIVIL TWP NORWALK ACQUIRED BY \_\_\_\_\_ PERM. ESMT \_\_\_\_\_



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

*James E. Terry* 18 MAR. 2024  
James E. Terry, L.S. Date

License number 11702

My license renewal date is December 31, 2025

Pages or sheets covered by this seal.  
Sheet 1 of 2 and Sheet 2 of 2.

## Legal Description:

A parcel of land located in part of the NE1/4 NE1/4 of Section 26, Township 76 North, Range 42 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County Iowa, said parcel being more fully described as follows:

Commencing at a intersecting point of the centerline of Jackson Avenue and of the East line of the NE1/4 NE1/4 of Section 26, said point being Station 15+30.30; thence S50°44'06"W along said centerline of Jackson Avenue a distance of 237.93 feet to a point being Station 12+92.37; thence N39°15'54"W a distance of 33.00 feet to a point on the northwesterly right of way line of Jackson Avenue, said point being Station 12+92.37, 33.00 feet northwesterly of the said centerline of Jackson Avenue and Point of Beginning; thence along said right of way line S50°44'06"W a distance of 170.00 feet to a point being Station 11+22.37, 33.00 feet northwesterly of said centerline of Jackson Avenue; thence N26°18'08"E a distance of 82.21 feet to a point being Station 11+97.22, 67.00 feet northwesterly of said centerline of Jackson Avenue; thence N50°44'06"E a distance of 30.00 feet to a point being Station 12+27.22, 67.00 feet northwesterly of said centerline of Jackson Avenue; thence N78°17'37"E a distance of 73.49 feet to the Point of Beginning. Said parcel contains 0.078 acres, more or less.

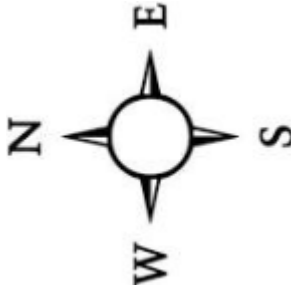
Note: The centerline of Jackson Avenue is assumed to bear S50°44'06"W and the East line of Section 26 is assumed to bear S0°03'00"E for this description.

**Maria Sieck/Administrator,**  
**Public Health**

**Discussion and/or decision to allow signature authority  
for DHHS Substance Abuse Grant Application.**

**Jason Slack/Director, Buildings  
and Grounds and Garfield  
Coleman, Risk Manager**

**Update on recent developments regarding wind damage  
to the Courthouse roof.**











**Mitch Kay/Chief Financial**  
**Officer**

**Discussion and/or decision to approve and authorize the Board to sign Resolution No. 35-2024; entitled: Resolution of the Pottawattamie County Board of Supervisors Regarding Wage Increases for Nonunion Employees.**

**RESOLUTION NO. 35-2024**

**RESOLUTION OF THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
REGARDING WAGE INCREASES FOR NONUNION EMPLOYEES**

WHEREAS the Pottawattamie County Board of Supervisors is committed to providing equitable and competitive compensation for all nonunion employees; and

WHEREAS, the Board has reviewed the proposed adjustments in the wage structure as delineated in the new step and grade system found in Appendix A to this resolution; and

WHEREAS the general intent is to adjust compensation structures to maintain the County's competitive edge and fairness by raising the first step of specified grades by \$1.50 and ensuring a 2.5% increment between successive steps, while recognizing that specific adjustments may be necessary for various departments to reflect the diverse nature of work performed; and

WHEREAS for grades 201 through 219, a 3% increase will be implemented with a 2.5% increase between steps, allowing employees to move to the next step in July unless they are on the final step, and it is understood that employees in other grades will generally not advance to the next step next fiscal year but will see a greater increase in their current step's wage;

NOW, THEREFORE, BE IT RESOLVED that the Pottawattamie County Board of Supervisors hereby approves the wage increases for all nonunion employees as per the new step and grade system outlined in Appendix A to this resolution, effective July 1, 2024. To provide fair and competitive compensation for the County's nonunion workforce, with the acknowledgment that some department-specific and grade-specific variations may be implemented to accurately compensate for the type of work performed.

BE IT FURTHER RESOLVED that these wage increases, and any department-specific adjustments are to be implemented effective July 1, 2024, and reflected in the payroll system in accordance with the fiscal policies of Pottawattamie County.

**Dated this 16<sup>th</sup> day of April 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____ Brian Shea	<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

Exhibit A-Non-Union Wage Scales

	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219
STEP 1	19.54831	20.33683	21.24666	21.94853	22.98833	23.91549	24.80799	26.10774	27.91873	29.80771	31.19411	33.26363	34.39092	35.73695	36.98236	38.26916	39.33058	45.35278	55.1096
STEP 2	20.03702	20.84525	21.77782	22.49724	23.56304	24.51338	25.42819	26.76043	28.6167	30.5529	31.97397	34.09522	35.2507	36.63037	37.90692	39.22588	40.31384	46.4866	56.48734
STEP 3	20.53795	21.36638	22.32227	23.05967	24.15211	25.12621	26.06389	27.42945	29.33212	31.31673	32.77332	34.9476	36.13196	37.54613	38.85459	40.20653	41.32169	47.64876	57.89953
STEP 4	21.05139	21.90054	22.88033	23.63616	24.75592	25.75436	26.71549	28.11518	30.06542	32.09964	33.59265	35.82129	37.03526	38.48478	39.82595	41.2117	42.35473	48.83998	59.34701
STEP 5	21.57768	22.44806	23.45234	24.22707	25.37481	26.39822	27.38338	28.81806	30.81706	32.90213	34.43247	36.71682	37.96114	39.4469	40.8216	42.24199	43.4136	50.06098	60.83069
STEP 6	22.11712	23.00926	24.03864	24.83274	26.00919	27.05818	28.06796	29.53851	31.58748	33.72469	35.29328	37.63474	38.91017	40.43308	41.84214	43.29804	44.49894	51.3125	62.35146
STEP 7	22.67005	23.58449	24.63961	25.45356	26.65941	27.73463	28.76966	30.27698	32.37717	34.5678	36.17561	38.57561	39.88293	41.4439	42.8882	44.38049	45.61141	52.59532	63.91024
STEP 8	23.2368	24.1741	25.2556	26.0899	27.3259	28.428	29.4889	31.0339	33.1866	35.432	37.08	39.54	40.88	42.48	43.9604	45.49	46.7517	53.9102	65.508

	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519
STEP 1	14.50017	14.95381	15.42042	15.95183	16.198098	16.97577	17.481263	18.02564	18.66074	19.244	19.91798	20.50124	21.253	21.97883	22.74355	23.48234	24.28594	25.1025	25.91906
STEP 2	14.86267	15.32766	15.80593	16.35063	16.6030505	17.40017	17.9182946	18.47628	19.12726	19.7251	20.41593	21.01377	21.78432	22.5283	23.31213	24.0694	24.89309	25.73006	26.56704
STEP 3	15.23424	15.71085	16.20108	16.75939	17.0181267	17.83517	18.3662519	18.93819	19.60544	20.21823	20.92633	21.53912	22.32893	23.09151	23.89494	24.67113	25.51541	26.37331	27.23121
STEP 4	15.6151	16.10362	16.60611	17.17838	17.4435799	18.28105	18.8254082	19.41164	20.09558	20.72368	21.44949	22.0776	22.88715	23.6688	24.49231	25.28791	26.1533	27.03265	27.91199
STEP 5	16.00547	16.50621	17.02126	17.60784	17.8796694	18.73808	19.2960434	19.89693	20.59797	21.24177	21.98573	22.62954	23.45933	24.26052	25.10462	25.92011	26.80713	27.70846	28.60979
STEP 6	16.40561	16.91887	17.44679	18.04803	18.3266611	19.20653	19.7784445	20.39435	21.11292	21.77282	22.53537	23.19527	24.04582	24.86703	25.73223	26.56811	27.47731	28.40117	29.32504
STEP 7	16.81575	17.34184	17.88296	18.49923	18.7848276	19.68669	20.2729056	20.90421	21.64074	22.31714	23.09875	23.77516	24.64696	25.4887	26.37554	27.23231	28.16424	29.1112	30.05816
STEP 8	17.23615	17.77539	18.33003	18.96172	19.2544483	20.17886	20.7797283	21.42682	22.18176	22.87507	23.67622	24.36954	25.26314	26.12592	27.03493	27.91312	28.86835	29.83898	30.80962
STEP 9	17.66705	18.21977	18.78829	19.43576	19.7358095	20.68333	21.2992215	21.96249	22.7363	23.44694	24.26813	24.97877	25.89471	26.77907	27.7108	28.61095	29.59006	30.58496	31.57986
STEP 10	18.10873	18.67526	19.25799	19.92165	20.2292048	21.20041	21.831702	22.51155	23.30471	24.03312	24.87483	25.60324	26.54208	27.44855	28.40357	29.32622	30.32981	31.34958	32.36936
STEP 11	18.56144	19.14215	19.73944	20.41969	20.7349349	21.73042	22.3774946	23.07434	23.88733	24.63394	25.4967	26.24332	27.20563	28.13476	29.11366	30.05938	31.08806	32.13332	33.17859
STEP 12	19.02548	19.6207	20.23293	20.93019	21.2533083	22.27369	22.9369319	23.6512	24.48451	25.24979	26.13412	26.89941	27.88578	28.83813	29.8415	30.81086	31.86526	32.93666	34.00805

	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538
STEP 1	26.81339	27.70772	28.67981	29.65191	30.727698	31.81645	32.918156	34.07171	35.27711	36.49547	37.81752	39.11365	40.44866	41.83552	43.22238	44.71293	46.25532	47.77179	49.39195
STEP 2	27.48372	28.40041	29.39681	30.39321	31.4958905	32.61186	33.7411099	34.9235	36.15904	37.40786	38.76296	40.09149	41.45988	42.88141	44.30294	45.83075	47.4117	48.96608	50.62675
STEP 3	28.17082	29.11042	30.13173	31.15304	32.2832877	33.42715	34.5846376	35.79659	37.06301	38.34305	39.73203	41.09378	42.49637	43.95344	45.41051	46.97652	48.59699	50.19023	51.89241
STEP 4	28.87509	29.83818	30.88502	31.93186	33.0903699	34.26283	35.4492536	36.6915	37.98959	39.30163	40.72533	42.12112	43.55878	45.05228	46.54577	48.15093	49.81192	51.44499	53.18972
STEP 5	29.59697	30.58414	31.65715	32.73016	33.9176292	35.1194	36.3354849	37.60879	38.93933	40.28417	41.74346	43.17415	44.64775	46.17859	47.70942	49.35471	51.05722	52.73111	54.51947
STEP 6	30.33689	31.34874	32.44858	33.54842	34.7655699	35.99739	37.2438721	38.54901	39.91281	41.29127	42.78705	44.2535	45.76395	47.33305	48.90215	50.58857	52.33365	54.04939	55.88245
STEP 7	31.09531	32.13246	33.25979	34.38713	35.6347091	36.89732	38.1749689	39.51274	40.91063	42.32356	43.85673	45.35984	46.90805	48.51638	50.12471	51.85329	53.64199	55.40063	57.27952
STEP 8	31.87269	32.93577	34.09129	35.2468	36.5255769	37.81975	39.1293431	40.50055	41.9334	43.38164	44.95315	46.49384	48.08075	49.72929	51.37782	53.14962	54.98304	56.78564	58.7115
STEP 9	32.66951	33.75917	34.94357	36.12797	37.4387163	38.76525	40.1075767	41.51307	42.98173	44.46619	46.07697	47.65618	49.28277	50.97252	52.66227	54.47836	56.35761	58.20528	60.17929
STEP 10	33.48625	34.60314	35.81716	37.03117	38.3746842	39.73438	41.1102661	42.55089	44.05628	45.57784	47.2289	48.84759	50.51483	52.24683	53.97883	55.84032	57.76655	59.66041	61.68377
STEP 11	34.32341	35.46822	36.71259	37.95695	39.3340513	40.72774	42.1380227	43.61467	45.15768	46.71729	48.40962	50.06878	51.77771	53.553	55.3283	57.23633	59.21072	61.15192	63.22587
STEP 12	35.18149	36.35493	37.6304	38.90588	40.3174026	41.74593	43.1914733	44.70503	46.28662	47.88522	49.61986	51.3205	53.07215	54.89183	56.7115	58.66723	60.69098	62.68072	64.80651

	539	540
STEP 1	51.07692	52.7878
STEP 2	52.35384	54.1075
STEP 3	53.66268	55.46019
STEP 4	55.00425	56.84669
STEP 5	56.37936	58.26786
STEP 6	57.78884	59.72455
STEP 7	59.23356	61.21767
STEP 8	60.7144	62.74811
STEP 9	62.23226	64.31681
STEP 10	63.78807	65.92473
STEP 11	65.38277	67.57285
STEP 12	67.01734	69.26217

Exhibit A-Non-Union Wage Scales

	600	601	602
STEP 1	38.20144	47.65994	59.26574
STEP 2	39.15648	48.85144	60.74739
STEP 3	40.13539	50.07272	62.26607
STEP 4	41.13878	51.32454	63.82272
STEP 5	42.16724	52.60766	65.41829
STEP 6	43.22143	53.92285	67.05375
STEP 7	44.30196	55.27092	68.73009
STEP 8	45.40951	56.65269	70.44835
STEP 9	46.54475	58.06901	
STEP 10	47.70837	59.52073	
STEP 11	48.90108	61.00875	
STEP 12	50.1236	62.53397	

	901	902	903	904	905	906	907	908	913	914	915	916
STEP 1	28.57612	29.62599	30.70178	31.81645	32.944079	34.16244	15.951832	18.02564	21.253	21.97883	19.244	16.97577
STEP 2	29.29053	30.36664	31.46932	32.61186	33.767681	35.0165	16.3506278	18.47628	21.78432	22.5283	19.7251	17.40017
STEP 3	30.02279	31.1258	32.25605	33.42715	34.611873	35.89191	16.7593935	18.93819	22.32893	23.09151	20.21823	17.83517
STEP 4	30.77336	31.90395	33.06245	34.26283	35.4771698	36.78921	17.1783783	19.41164	22.88715	23.6688	20.72368	18.28105
STEP 5	31.54269	32.70155	33.88902	35.1194	36.3640991	37.70894	17.6078378	19.89693	23.45933	24.26052	21.24177	18.73808
STEP 6	32.33126	33.51909	34.73624	35.99739	37.2732015	38.65166	18.0480337	20.39435	24.04582	24.86703	21.77282	19.20653
STEP 7	33.13954	34.35706	35.60465	36.89732	38.2050316	39.61795	18.4992346	20.90421	24.64696	25.4887	22.31714	19.68669
STEP 8	33.96803	35.21599	36.49476	37.81975	39.1601574	40.6084	18.9617154	21.42682	25.26314	26.12592	22.87507	20.17886
STEP 9	34.81723	36.09639	37.40713	38.76525	40.1391613	41.62361	19.4357583	21.96249	25.89471	26.77907	23.44694	20.68333
STEP 10	35.68766	36.9988	38.34231	39.73438	41.1426403	42.6642	19.9216523	22.51155	26.54208	27.44855	24.03312	21.20041
STEP 11	36.57985	37.92377	39.30087	40.72774	42.1712064	43.73081	20.4196936	23.07434	27.20563	28.13476	24.63394	21.73042
STEP 12	37.49435	38.87186	40.28339	41.74593	43.2254865	44.82408	20.9301859	23.6512	27.88578	28.83813	25.24979	22.27369

911 Admin
47.73425
48.927606
50.150796
51.404566

	NURSES	PRN	PT NURSES
STEP 1	32.47804	37.45775	32.47804
STEP 2	33.28999		33.289991
STEP 3	34.12224		34.1222408
STEP 4	34.9753		34.9752968
STEP 5	35.84968		35.8496792
STEP 6	36.74592		36.7459212
STEP 7	37.66457		37.6645692
STEP 8	38.60618		38.6061835
STEP 9	39.57134		39.571338
STEP 10	40.56062		40.5606215
STEP 11	41.57464		41.574637
STEP 12	42.614		42.614003

Sergeant	48.34232
Lieutenant	53.34232
Captain	54.59232
	55.84232
	57.09232
	58.34232

**Other Business**



# **Lea Voss/Treasurer**

**Discussion and/or decision on re-hire of Treasurer Clerk II  
and pay.**

**Maria Sieck/Administrator,**  
**Public Health and Jana**  
**Lemrick/Director, Human**  
**Resources**

**Discussion and/or decision to update Animal Control  
Officer job description and reclassification.**

TO: Board of Supervisors  
FROM: Maria Sieck, Administrator  
DATE: April 12, 2024  
  
RE: Animal Control Officer

REQUEST: Approve the updated job description and grade for Animal Control Officer (ACO) Position.

BACKGROUND: The ACO position has been at a grade 14 since 2017 when the department was moved into the Public Health Department. During this time, we have struggled to find personnel that have the level of professionalism that this position requires. We believe that this is due to the low pay range that the position offers. Public Health has consulted with HR to determine a better grade for the position and altered the job description to include supervision of the on-call personnel. This request does fall with in the current budget, we are not asking for any increase in the budget. The change will also affect the on-call personnel's pay range. On-call positions are paid the same hourly rate as the officer when they are needed.

RECCOMENDATION:

To approve the job description and move the position to a grade 519 current range is 24.41 to 32.03.

# Pottawattamie County, Iowa

## Class Description

**Title:** Animal Control Officer

**FLSA Status:** Exempt

**Department:** Public Health

**Job Code:**

**Division:** Animal Control

**Updated:** 4/12/2024

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### General Definition of Work

Performs manual work investigating and responding to animal complaints and injuries, examining animal health, transporting and impounding animals, euthanizing domestic and wildlife as needed, disposing of deceased animals, preparing and maintaining records and reports, and related work as apparent or assigned. Work is performed under the limited supervision of the Public Health Administrator. Supervises and lead Animal Control Officers Oncall.

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### Essential Functions

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

Patrols County and enforces local and state animal laws and ordinances; investigates and responds to animal complaints, injuries and bites; examines animal health; transports and impounds animals; euthanizes domestic and wildlife as needed; disposes deceased animals; administers microchips.

Assists the general public with inquires by phone, email, and in person; directs inquires to appropriate resource as needed.

Documents and maintains reports on complaints and licensing; maintains license program; prepares and sends out annual notices; processes licenses and fees.

Follows up on non-enforceable complaints.

Educates the general public on laws, codes, and regulations regarding animals.

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### Minimum Qualifications

High school diploma or GED and moderate experience working with unlicensed, stray, and uncontrollable animals, or equivalent combination of education and experience.

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### Special Qualifications

Possession of Animal Control Certification through National Animal Care & Control Association (NACA) upon hire.

Possession of Blood borne Pathogen Certification upon hire.

Obtain Chemical Capture and Humane Euthanasia Certifications within 1 year of hire.

Obtain Incident Command System (ICS) 100, 200, 700, and Respirator Fit Test within 6 months of hire. Valid driver's license in the State of Iowa.

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### Job Specifications

# Pottawattamie County, Iowa

## Class Description

General knowledge of the safe handling of unlicensed, stray, and uncontrollable animals; general knowledge of County grounds and surrounding areas; general knowledge of local, state, and federal laws pertaining to the department; general knowledge of the anatomy and diseases of animals; general knowledge and skill in the use of tools and equipment in the line of work; skill in the operation of standard office and computer equipment; skill in excellent customer service; skill in data collection; ability to repair and maintain assigned tools, equipment, and vehicles; ability to patrol County roads, streets, highways, neighborhoods, businesses, and surrounding areas; ability to report and document violations; ability to safely capture stray and wild animals; ability to maintain reports, records, and documents; ability to handle confidential information according to established procedures; ability to follow oral and written instructions; ability to establish and maintain effective working relationships with co-workers, law enforcement, supervisors, and the general public.

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### Working Conditions

This work requires the regular exertion of up to 25 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling and reaching with hands and arms, frequently requires pushing or pulling, repetitive motions and lifting and occasionally requires climbing or balancing, tasting or smelling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, assembly or fabrication of parts within arm's length, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock and exposure to vibration; work is generally in a moderately noisy location (e.g. business office, light traffic).

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision to approve and authorize  
Board to sign Pottawattamie County Sheriff's Deputies  
Association Wage Reopener Agreement, effective July 1,  
2024 through June 30, 2025.**

# WAGE REOPENER AGREEMENT

BETWEEN  
POTTAWATTAMIE COUNTY, IOWA  
AND  
POTTAWATTAMIE COUNTY SHERIFF'S  
DEPUTIES ASSOCIATION

July 1, 2024-June 30, 2025

Article 21, Wages, of the negotiated contract effective July 1, 2023-June 30, 2026, states: The parties agree to reopen the contract and negotiate for wages only for 2024-2025 and 2025-2026.

The following document provides the agreement of wages for 2024-2025.

The parties further agree to reopen the contract and negotiate for wages for 2025-2026.

## Article 21 WAGES

Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Appendix A and incorporated herein by the reference.

Effective July 1, 2024, Deputies who are on the step and grade will receive the step increase on July 1, 2024, according to Appendix A. Deputies that have topped out of the step and grade will receive a 5.0% pay increase, Corporals that have topped out of the step and grade will receive a 4.8% pay increase.

Non-uniformed employees who are on the step and grade will receive the step increase on July 1, 2024 according to Appendix A. Those that have topped out of the step and grade will receive a 5.6% pay increase.

The parties agree to reopen the contract and negotiate for wages only for 2025-2026.  
The Sheriff has the discretion to create a lateral pay program for certified hires.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

Field Training Officers (FTO) who trains a trainee for a minimum of 4 hours and up to 8 hours

shall be paid 1 hour of overtime as compensatory time or overtime pay. Anything at 8 hours or more would be paid 2 hours of overtime as compensatory time or overtime pay.

Acting Supervisor Pay: Acting Supervisor's shall be compensated at the rate of fifty cents (\$.50) per hour for time spent performing those job duties. Acting Supervisor's shall be assigned on a rotating basis based on seniority and their willingness to act in that capacity.

Specialty Pay: Sworn employees who are assigned to specialty assignments, specifically and limited to; K9, Crisis Negotiation, Bomb Squad, Emergency Response Team, Traffic Investigation and Investigators, shall receive an additional 1.5% of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignments as directed by the Standard Operating Procedures, and attend and successfully complete all required training. The additional pay will cease when the employee is no longer assigned to the specialty assignment.

Employees are only eligible to receive pay for one specialty assignment.

The staff of these specialty assignments has been set by the Sheriff and/or Chief Deputy.

**ARTICLE 34**  
**EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2024, and shall remain in full force and effect through June 30, 2025.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



POTTAWATTAMIE COUNTY  
DEPUTY SHERIFFS ASSOCIATION

By   
President

By   
Negotiating Member

By   
Negotiating Member

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

**WAGE SCHEDULE - APPENDIX "A"**  
**EFFECTIVE JULY 1, 2024**

STEP	1	2	3	4	5	6	7	8	9	10	11	Bucket 12
<b>GRADE:</b>												
<u>1 Office Clerk/Civil Clerk</u>												
Annual	\$43,243	\$44,324	\$45,432	\$46,568	\$47,732	\$48,925	\$50,148	\$51,402	\$52,687	\$54,004	\$55,355	\$59,061
Pay Period	\$1,656.82	\$1,698.24	\$1,740.69	\$1,784.21	\$1,828.82	\$1,874.54	\$1,921.40	\$1,969.43	\$2,018.67	\$2,069.14	\$2,120.86	\$2,262.86
Hour	\$20.71	\$21.23	\$21.76	\$22.30	\$22.86	\$23.43	\$24.02	\$24.62	\$25.23	\$25.86	\$26.51	\$28.29
Overtime	\$31.07	\$31.84	\$32.64	\$33.45	\$34.29	\$35.15	\$36.03	\$36.93	\$37.85	\$38.80	\$39.77	\$42.43

<u>2 Crime Scene/Evidence Technician</u>												
Annual	\$57,309	\$58,742	\$60,210	\$61,716	\$63,259	\$64,840	\$66,461	\$68,123	\$69,826	\$71,571	\$73,361	
Pay Period	\$2,195.75	\$2,250.65	\$2,306.91	\$2,364.58	\$2,423.70	\$2,484.29	\$2,546.40	\$2,610.06	\$2,675.31	\$2,742.19	\$2,810.75	
Hour	\$27.45	\$28.13	\$28.84	\$29.56	\$30.30	\$31.05	\$31.83	\$32.63	\$33.44	\$34.28	\$35.13	
Overtime	\$41.17	\$42.20	\$43.25	\$44.34	\$45.44	\$46.58	\$47.74	\$48.94	\$50.16	\$51.42	\$52.70	

<u>3 Court Security Deputy, Civil Deputy, Road Deputy</u>												
STEP	1	2	3	4	5	6	7	8	Bucket			
Annual	\$65,772	\$68,482	\$71,303	\$74,241	\$77,300	\$80,484	\$83,800	\$87,253	\$90,499			
Pay Period	\$2,520.00	\$2,623.82	\$2,731.93	\$2,844.48	\$2,961.67	\$3,083.69	\$3,210.74	\$3,343.03	\$3,467.39			
Hour	\$31.50	\$32.80	\$34.15	\$35.56	\$37.02	\$38.55	\$40.13	\$41.79	\$43.34			
Overtime	\$47.25	\$49.20	\$51.22	\$53.33	\$55.53	\$57.82	\$60.20	\$62.68	\$65.01			

<u>4 Corporal</u>												
STEP	1	2	3	4	5	6	7	8	Bucket			
Annual	\$67,860	\$70,570	\$73,391	\$76,329	\$79,388	\$82,572	\$85,888	\$89,341	\$92,587			
Pay Period	\$2,600.00	\$2,703.82	\$2,811.93	\$2,924.48	\$3,041.67	\$3,163.69	\$3,290.74	\$3,423.03	\$3,547.39			
Hour	\$32.50	\$33.80	\$35.15	\$36.56	\$38.02	\$39.55	\$41.13	\$42.79	\$44.34			
Overtime	\$48.75	\$50.70	\$52.72	\$54.83	\$57.03	\$59.32	\$61.70	\$64.18	\$66.51			

**Calculations:**  
 Hourly rate = 7/1/18 hourly rate x 2.25%  
 Pay Period = Hourly rate x 80 hours  
 Annual = Hourly rate x 2088 hours  
 Overtime Rate = Hourly rate x 1.5

\*Note - Figures have been rounded for the purpose of this document. Official hourly wage rates are calculated by the Auditor's office/Payroll Division

# Committee Appointments

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

**Received/Filed**

**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

**TRAVEL INFORMATION**

Name of Employee Traveling: KAVA, Anthony

Department: Sheriff's Office

Destination: Cleveland, OH

Date of Travel: FROM: 2024-05-07 TO: 2024-05-09

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andrew BROWN

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain \_\_\_\_\_  
\_\_\_\_\_

**2 Non-Conference Travel**

State Purpose: KAVA has been subpoenaed to testify in federal court, US v. ELOSHWAY USDC-NDOH Case # 5:23CR307 (US DOJ covers travel and per diem.)

Conference Name (Please give complete name) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 0.00
Lodging			\$ 0.00
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Dinner	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Conf./Seminar Fee			\$ 0.00
Other:			\$ 0.00
Total Estimated Cost			\$ 0.00

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

**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: Torie Brummett & Heather Townsend

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

Destination: Inver Grove Heights, MN

Date of Travel: FROM: August 18, 2024 TO: August 23, 2024

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: FBI LEEDA SLI Course

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) FBI LEEDA Supervisory Leadership Institute

<b>Expense</b>			<b>Cost Estimate</b>		
Transportation	Mileage	<input checked="" type="checkbox"/>	Airfare	<input type="checkbox"/>	\$166.67
Lodging					\$1,189.04 (\$107/night/person)
Meals: Breakfast	Included	<input checked="" type="checkbox"/>	Not Included	<input type="checkbox"/>	\$0
Lunch	Included	<input type="checkbox"/>	Not included	<input checked="" type="checkbox"/>	\$150 (5 @ \$15/person)
Dinner	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	\$312 (6 @ \$26/person)
Conf./Seminar Fee					\$1590 (\$795/person)
Other:					
<b>Total Estimated Cost</b>			<b>\$3407.71</b>		

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

**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 Dobyms, Abby Fredrich & Merissa Cox

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

Destination: Rochester, MN

Date of Travel: FROM: July 28, 2024 TO: August 2, 2024

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: FBI LEEDA SLI Course

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) FBI LEEDA Supervisory Leadership Institute

<b>Expense</b>					<b>Cost Estimate</b>
Transportation	Mileage	<input checked="" type="checkbox"/>	Airfare	<input type="checkbox"/>	\$155.56
Lodging					\$2,296.74 (\$133/night/person)
Meals: Breakfast	Included	<input checked="" type="checkbox"/>	Not Included	<input type="checkbox"/>	\$0
Lunch	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	\$240 (5 @ \$16/person)
Dinner	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	\$522 (6 @ \$29/person)
Conf./Seminar Fee					\$2385 (\$795/person)
Other:					
<b>Total Estimated Cost</b>					<b>\$5599.30</b>

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

# **Public Comments**