

# Consent Agenda

October 19, 2021

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. October 12, 2021, Minutes as read.
- B. Medical Examiner – Employment of Kalen Knight as Medical Examiner Investigator.
- C. IT – Employment of Andrew Dewey as Cybersecurity Analyst 1

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to approve Second consideration of **Ordinance No. 2021-06**, AN ORDINANCE to amend Chapter 3.20 of the Pottawattamie County, Iowa Conservation Board Lands Rules and Regulations by adding the use of All Terrain/Off-Road Vehicles and Golf Carts on Areas; and to adopt said ordinance into law.

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2021-06**

**AN ORDINANCE** to amend the following in Chapter 3.20 Conservation Board Lands Rules and Regulations:

Amend Section 3.20.040, Use of Motor Vehicles On Areas.

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

SECTION 1 - REPEAL OF CONFLICTING ORDINANCES: That section 3.20.040 Use of Motor Vehicles On Areas, is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 2 – AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 3.20.040 USE OF MOTOR VEHICLES, ALL-TERRAIN / OFF-ROAD VEHICLES and GOLF CARTS ON AREAS:

**3.20.040 USE OF MOTOR VEHICLES, ALL-TERRAIN / OFF-ROAD VEHICLES and GOLF CARTS ON AREAS:** All driving and parking shall be confined to roadways or parking areas (gravel, sealcoat, asphalt or concrete surfacing). No vehicle shall be permitted to obstruct the roadway. Vehicles shall be parked in designated parking areas. The use of all-terrain and/or off-road vehicles at Arrowhead Park, Botna Bend Park, Hitchcock Nature Center, Narrows River Park and Old Town Park in Pottawattamie County must follow Chapter 12; All-terrain and Off-road Vehicles, Sections 12.01 – 12.08 of county ordinance #2020-03 adopted 09/11/2020 and municipality ordinances adopted within the county. Use in the parks shall be restricted to roadways and parking areas. Golf carts must have all required equipment and comply with all regulations to operate on roadways (street legal) and parking areas in the county parks identified above. Individuals operating golf carts must have a valid driver's license. All other wildlife and habitat areas prohibit the use of all-terrain and off-road vehicles except accessing parking areas on adjacent county roads. The maximum speed limit shall be twenty (20) miles per hour within conservation areas, unless posted otherwise.

SECTION 3 - SEVERABILITY: If any of the provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

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

Dated this 19<sup>th</sup> Day of October, 2021.

**ROLL CALL VOTE**

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

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

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

Motion made by Schultz, second by Shea, to amend Hazard Mitigation Grant and 15% local match to include expanded list of flood buyout properties. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 107-2021** entitled: RESOLUTION AUTHORIZING BOARD OF SUPERVISORS AND POTTAWATTAMIE COUNTY SHERIFF TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO PROVIDE RADIO EQUIPMENT AND SERVICES FOR POTTAWATTAMIE COUNTY.

**RESOLUTION NO. 107-2021**

**RESOLUTION AUTHORIZING BOARD OF SUPERVISORS AND POTTAWATTAMIE COUNTY SHERIFF TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO PROVIDE RADIO EQUIPMENT AND SERVICES FOR POTTAWATTAMIE COUNTY**

**WHEREAS**, radio communication is a critical tool employed by first responders in their efforts to keep the public safe; and

**WHEREAS**, a system with broken or substandard equipment is a disservice and a potential life-safety threat for our first responders and citizens; and

**WHEREAS**, the current system in use by Pottawattamie County is outdated, radios are reaching the end of their serviceable life and are substandard; and

**WHEREAS**, in partnership with the Council Bluffs Police and Fire Department and based on the feedback and needs of involved stakeholders, the Pottawattamie County Sheriff’s office has been working with Motorola Solutions, Inc. to define the needs and costs for updates to County and volunteer fire department radio equipment across the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA** that the Board of Supervisors and Pottawattamie County Sheriff are authorized to execute agreement with Motorola Solutions, Inc. to provide radio equipment and services for Pottawattamie County; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby approves funding not to exceed \$3,250,000 to be paid to Motorola Solutions, Inc. using funds from the American Rescue Plan Act (ARPA) to fortify and enhance the public safety radio system within Pottawattamie County. Use of these funds for this project will enhance the County’s efforts in the prevention, mitigation, and in response to Covid-19 and future pandemic events. The funds will also invest in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic.

**Dated this 19th Day of October, 2021.**

**ROLL CALL VOTE**

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

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

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

**3. OTHER BUSINESS**

Motion by Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 108-2021** entitled: Resolution Appointing Deputies.

**RESOLUTION NO. 108-2021**

**RESOLUTION APPOINTING DEPUTIES**

**WHEREAS**, the Code of Iowa, Chapter 331.903, states that the Auditor, Treasurer, Recorder, Sheriff and County Attorney may each appoint, with approval of the Board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible; and

**WHEREAS**, on October 12<sup>th</sup>, 2021 the Board of Supervisors appointed Marilyn Hebing as Pottawattamie County Recorder; and

**WHEREAS**, the number of deputy appointments of the Recorder has changed; and

**WHEREAS**, the number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board; and

**WHEREAS**, each deputy officer, assistant and clerk shall perform the duties assigned by the principal officer making the appointment and during the absence or disability of the principal officer, the first deputy shall perform the duties of the principal officer.

**NOW THEREFORE BE IT RESOLVED**, that the Pottawattamie County Board of Supervisors hereby approves the following deputy appointments for the Recorder’s Office:

Lynn Herrington, First Deputy  
Andrew Moats, First Deputy

Dated this 19th Day of October, 2021.

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

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

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

Following the approval of Resolution No. 108-2021 by the Board of Supervisors, County Recorder Marilyn Hebing appeared before the Board to swear in newly appointed First Deputy Andrew Moats.

Motion made by Wichman, second by Shea, to approve/disallow the following applications made to the Assessor’s Office: Homestead (80 recommended allowed, 0 recommended disallowed), Military (13 recommended allowed, 1 recommended disallowed), Disabled Veteran Homestead (7 recommended allowed, 1 recommended disallowed), Business Property Tax Credit (2 recommended allowed, 0 recommended disallowed), Family Farm (7 recommended allowed, 0 recommended disallowed). UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED****A. Salary Actions**

- 1) Medical Examiner – Payroll Status Change for Jessica Coffman, Karen Foreman, Jeff Hutcheson, Jennifer Nelson, Cody Pane, Abby Robinson, Allison Sundeen.

**5. CLOSED SESSION**

Motion by Wichman, second by Schultz, to go into Closed Session pursuant to Iowa Code §21.5(1)(c) – Discussion and/or decision on pending litigation.

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

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

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

**6. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:31 A.M.

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Scott A. Belt, Chairman

ATTEST:

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: October 26, 2021

PUBLISH: X

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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** October 13<sup>th</sup>, 2021

**ESTABLISHMENT:** RENEWAL- Mt Crescent Ski Are

**OWNER:** see attached

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

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

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

**COMMENTS**

Owes 1/2 half 2020

**Signature**

*Lea Voss*

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

**FROM:** Gina Hatcher

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

**COMMENTS**

**Signature**

*ABW 78-1*

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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** October 13<sup>th</sup>, 2021

**ESTABLISHMENT:** RENEWAL- Mt Crescent Ski Are

**OWNER:** see attached

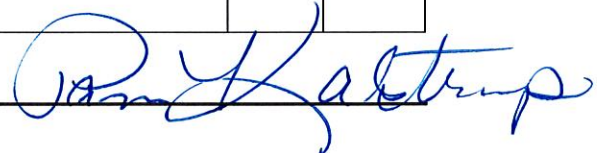
**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

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

**COMMENTS**

**Signature**







# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Double Diamond Inc.	Mt. Crescent Ski Area	(712) 545-3850

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
17026 Snowhill Lane	Honey Creek	Pottawattamie	51542

MAILING ADDRESS	CITY	STATE	ZIP
PO Box 69	Crescent	Iowa	51526

## Contact Person

NAME	PHONE	EMAIL
Korby Fleischer	(402) 686-9790	korbylee@hotmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0036415	Class C Liquor License	12 Month	Active

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 1, 2020	Oct 31, 2021	

### SUB-PERMITS/PRIVILEGES

Class C Liquor License, Catering, Outdoor Service, Sunday Service



## **Status of Business**

BUSINESS TYPE

Privately Held Corporation

## **Ownership**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Korby Fleischer	Carter Lake	Iowa	51510	Owner	100.00	Yes

## **Insurance Company Information**

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Nov 1, 2020

Oct 31, 2021

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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7644 11 400 004

--- Permanent Property Address ---

FLEISCHER, KORBY L  
17026 SNOWHILL LN  
HONEY CREEK, IA 51542

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

FLEISCHER, KORBY L  
PO BOX 69  
CRESCENT, IA 51526

District: 019 CRESCENT TWP/CB SCHOOL

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/764411400004>

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

\* Not to be used on legal documents

CRESCENT TWP 11-76-44 NE SE & SW SE ALL S OF SURVEY LINE & SE SE EXC COMM SE COR TH WLY100' NLY584' ELY85' NLY271' SELY TO E LINE SLY TO POB & 12-76-44 PT SW SW COMM 888.79'N SW COR TH ELY312' N399.93' W285.33' S431.96' TO POB (PARCEL A)

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

\* Class is for Assessment purposes only - Not Zoning

Current Value

2021	Comm. Land	Improvement	Total	Class
Full Value	\$439,900	\$320,300	\$760,200	C
Exempt	\$0	\$0	\$0	C
Net Total	\$439,900	\$320,300	\$760,200	C

Prior Year Value

2020	Comm. Land	Improvement	Total	Class
Full Value	\$439,900	\$302,000	\$741,900	C
Exempt	\$0	\$0	\$0	C
Net Total	\$439,900	\$302,000	\$741,900	C

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

2020 BPTC

===== OWNERS =====

\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D FLEISCHER, KORBY L      book/page: [2017/2016](#) D

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

Sale Date	Amount	Code	Book/Page	
09/02/2016	1325000	<a href="#">D22</a>	<a href="#">2017/02016</a>	<a href="#">multiple parcel sale</a>
04/01/2014	0	<a href="#">C30</a>	<a href="#">2014/03692</a>	<a href="#">multiple parcel sale</a>
05/13/2013	0	<a href="#">C30</a>	<a href="#">2013/07886</a>	<a href="#">multiple parcel sale</a>
07/19/2008	1325000	<a href="#">C0</a>	<a href="#">2008/10672</a>	<a href="#">multiple parcel sale</a>

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

PDF: 10    MAP: CRESCENT TWP COMM-10

Date Reviewed: 07/13/20 MEC

LAND.....3862029 sqFt      88.66 acres

Commercial Building 1 of 3 -- Clubhouse (305)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE....1 story    2376 base SF    2376 bsmt SF    4928 gross SF  
Year Built: 1969    Eff Year: 1969    Condition: NormalVERTICALS....Ext Wall:    Vinyl - Frame  
Int Wall:            Panel - Softwood  
                          Drywall or Equiv.WallFace:          Incl. w / Walls  
Front/Doors:      Average Cost Front  
Windows:           Wood Casement

HORIZONTALS..Basement:      Excavation, Floor, Lighting

Roof:                Asph. Shingle/ Wood Dk

Ceiling:            Incl. w/ Base

Struc Floor:       Concrete

Floor Cover:       Carpet

Asphalt Tile

Partitions:        Incl. w / Base

Framing:           Wood - Light

HVAC:               Forced Hot Air

PLUMBING.....Toilet Room (2)

Lavatory (2)

Water Closet (3)

Urinal - Wall (1)

ADJUSTMENTS..A/C - deduct (2376)

Bsmt Finish (2376)

BLDG EXTRAS..1 PORCH: 836 SF, Wood Deck

1 PORCH: 360 SF, Wood Deck

Commercial Building 1 of 3 Addition 1 -- Clubhouse (305)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE....1 story    1056 base SF    0 bsmt SF  
Year Built: 1992    Eff Year: 1992    Condition: NormalVERTICALS....Ext Wall:    Vinyl - Frame  
Int Wall:            Panel - Softwood  
WallFace:          Incl. w / Walls

Front/Doors:      Incl. w / Base

Windows:           Incl. w / Base

HORIZONTALS..Basement:      Incl. w / Base

Roof:                3-Ply Compo/ Wood Deck

Ceiling:            Suspended Blk-Fiber

Struc Floor:       Concrete

Floor Cover:       Carpet

Partitions:        Incl. w / Base

Framing:           Wood - Light

HVAC:               Forced Hot Air

PLUMBING.....Stainless Stl Triple Sinks - 4' (1)

Stainless Stl Triple Sinks - 6' (1)

ADJUSTMENTS..A/C - deduct (1056)

Commercial Building 1 of 3 Addition 2 -- Clubhouse (305)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE.....1 story 1496 base SF 0 bsmt SF

Year Built: 1970 Eff Year: 1970 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame

Int Wall: Panel - Softwood  
Drywall or Equiv.

WallFace: Incl. w / Walls

Front/Doors: Low Cost Front

Windows: Wood Casement

HORIZONTALS..Basement: Excavation, Floor, Lighting

Roof: Metal/ Frame (< 50' Wide)

Ceiling: Incl. w/ Base

Struc Floor: Concrete

Floor Cover: Carpet

Partitions: Incl. w / Base

Framing: Wood - Light

HVAC: Forced Hot Air

Commercial Building 2 of 3 -- Hospital (815)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE.....1 story 280 base SF 0 bsmt SF 280 gross SF

Year Built: 1985 Eff Year: 1985 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame

Int Wall: Drywall or Equiv.

WallFace: Incl. w / Walls

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: Asph. Shingle/ Wood Dk

Ceiling: Drywall

Struc Floor: Concrete

Floor Cover: Carpet

Partitions: Incl. w / Base

Framing: Wood - Light

HVAC: Forced Hot Air

PLUMBING.....3-Fixture Bathroom (1)

ADJUSTMENTS..A/C - deduct (280)

BLDG EXTRAS..1 PORCH: 140 SF, Porch

Commercial Building 3 of 3 -- Metal Warehouse - Pole Frame (603)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE.....1 story 2736 base SF 0 bsmt SF 5396 gross SF

Year Built: 1989 Eff Year: 1989 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)

Int Wall: Unfinished  
 Front/Doors: Incl. w / Base  
 Windows: Incl. w / Base  
 HORIZONTALS..Basement: Incl. w / Base  
 Roof: Mtl/ Frm/ Insul.  
 Ceiling: Incl. w/ Base  
 Struc Floor: Incl. w/ Base  
 Partitions: Incl. w / Base  
 Framing: Pole Construction  
 HVAC: Suspended Gas Unit  
 ADJUSTMENTS..Liner - compo (SFSA) (5380)  
 BLDG EXTRAS..1 DOOR: O.H. Door - Manual, 18 Ft Wide, 12 Ft High

Commercial Building 3 of 3 Addition 1 -- Metal Warehouse - Pole Frame (603)

DBA: MT. CRESCENT SKI HILLS

STRUCTURE....1 story 2660 base SF 0 bsmt SF  
 Year Built: 1998 Eff Year: 1998 Condition: Normal

VERTICALS...Ext Wall: Metal/ Frm/ Insul (<50' Wide)

Int Wall: Unfinished  
 Front/Doors: Incl. w / Base  
 Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base  
 Roof: Mtl/ Frm/ Insul.  
 Ceiling: Incl. w/ Base  
 Struc Floor: Incl. w/ Base  
 Partitions: Incl. w / Base  
 Framing: Pole Construction  
 HVAC: No HVAC

BLDG EXTRAS..1 Door: O.H. Door - Manual, 18 Ft Wide, 12 Ft High

YARD EXTRAS..PAVING 20,000 SF, Asphalt Parking

FENCING - CHAIN No Barbs, 6 Ft-Hgh, 320 LF, 0 LF-Gates

Shed 136 SF, Frame

Shed 60 SF, Frame

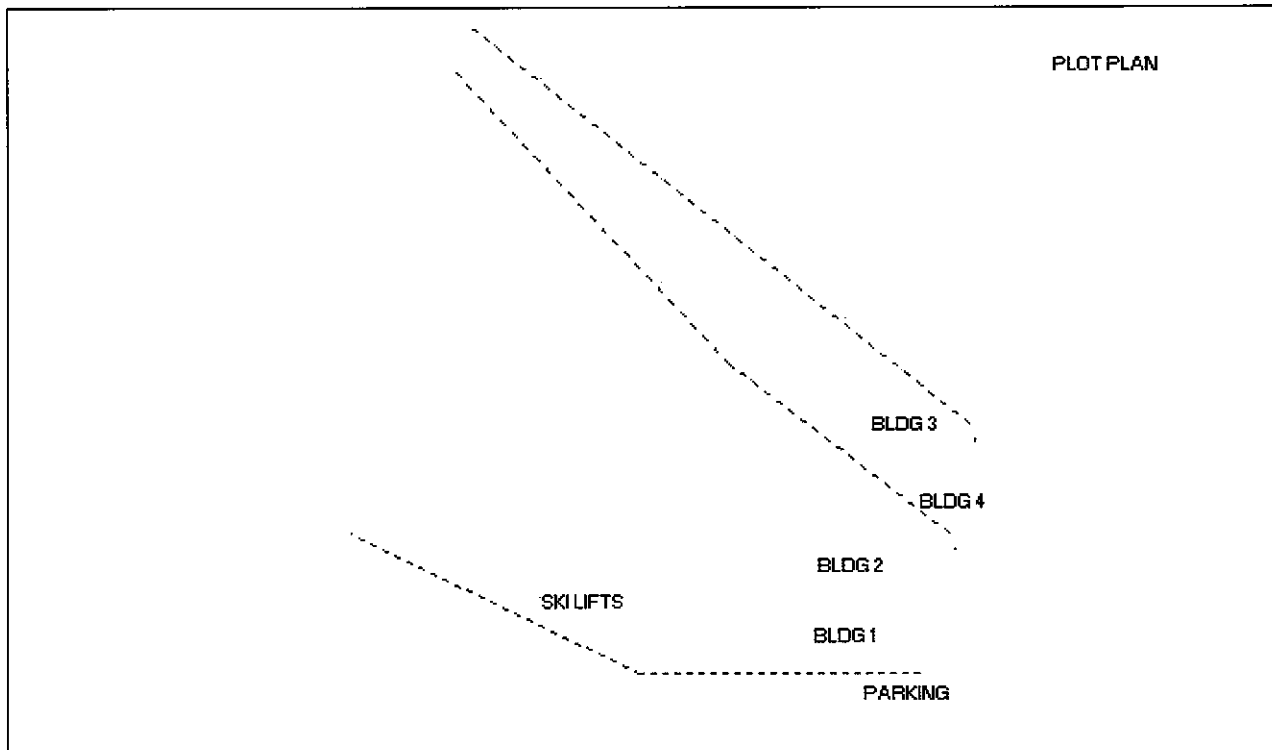
SKI LIFT Quantity=1,000.00 Lineal Feet, Height=0

SKI LIFT Quantity=1,000.00 Lineal Feet, Height=0

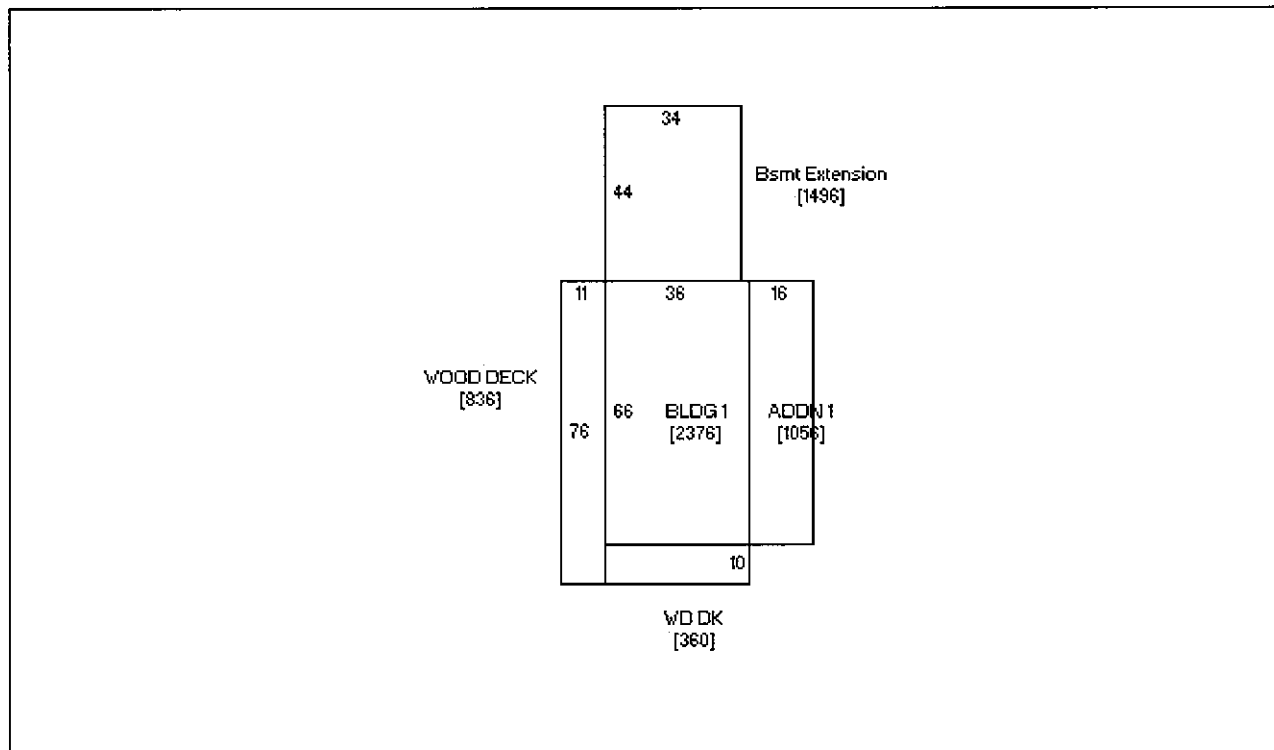
SKI LIFT WITH SEATS Quantity=1,000.00 Lineal Feet, Height=0

2 Porches,Decks,Patios,etc. 300 SF, Porch

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Machine or Utility Building	24 x 30	720 SF	1960

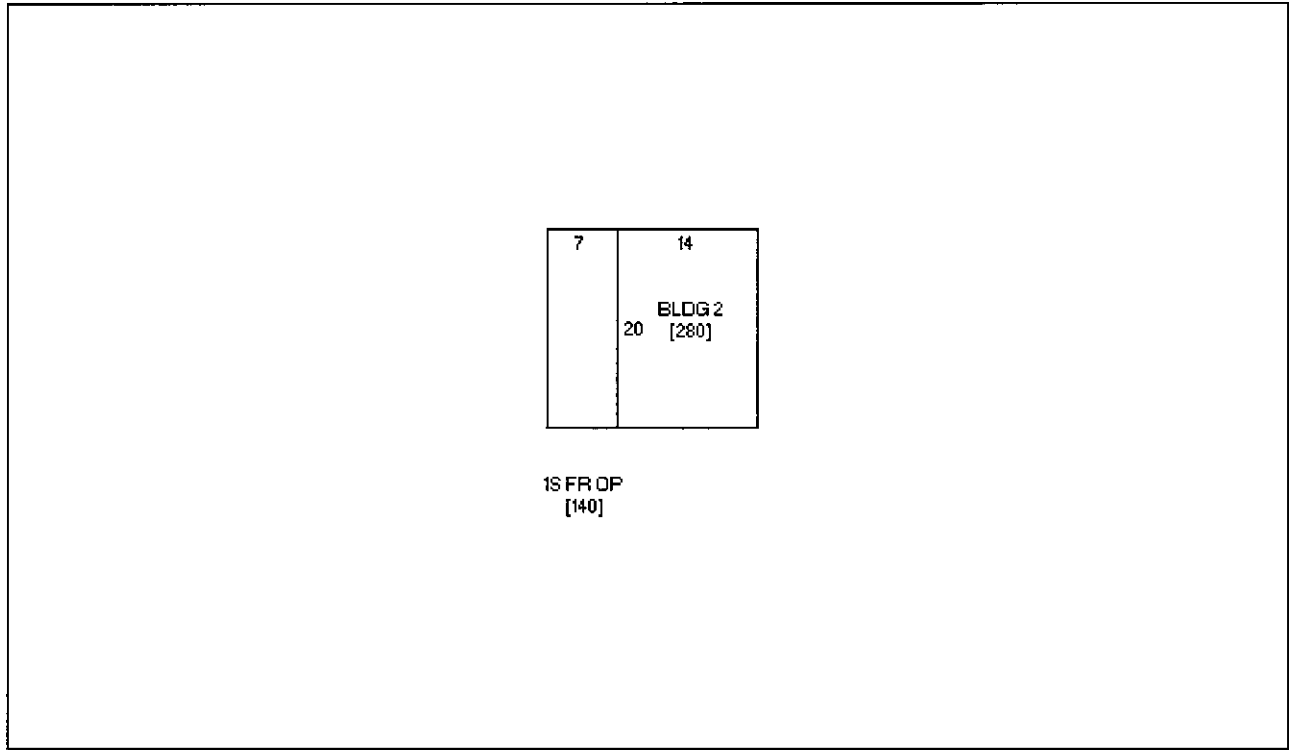


17026 SNOWHILL LN, FLEISCHER, KORBY L

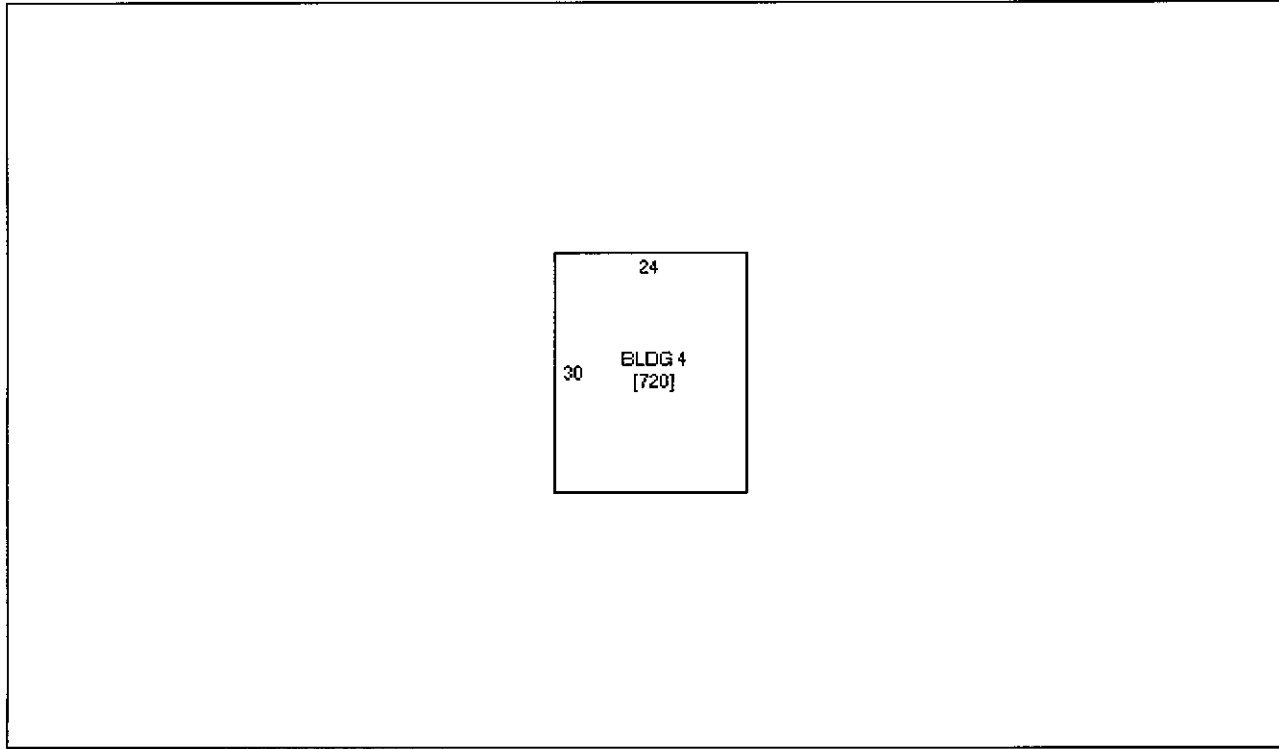


17026 SNOWHILL LN, FLEISCHER, KORBY L

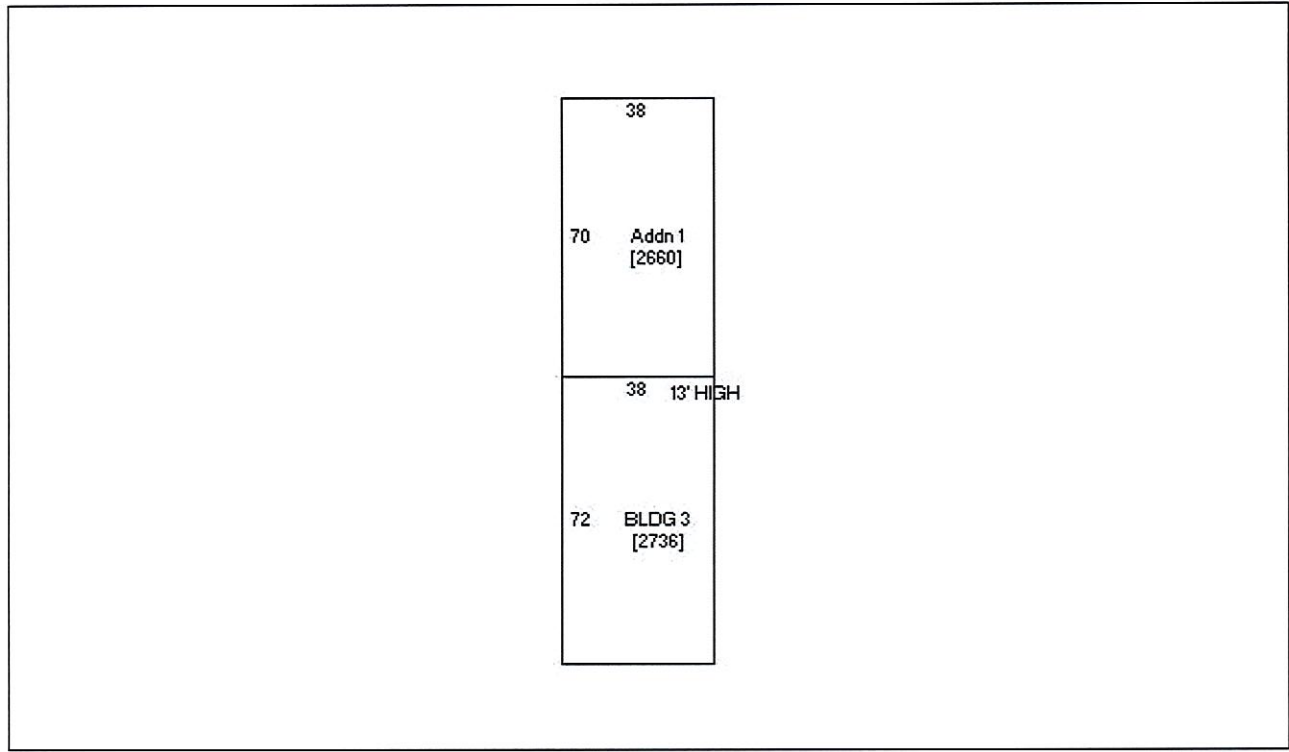




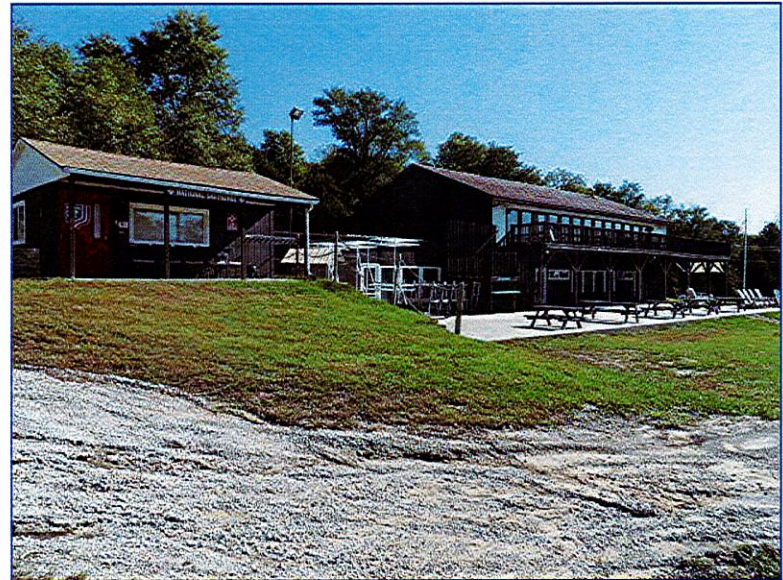
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17026 SNOWHILL LN, FLEISCHER, KORBY L

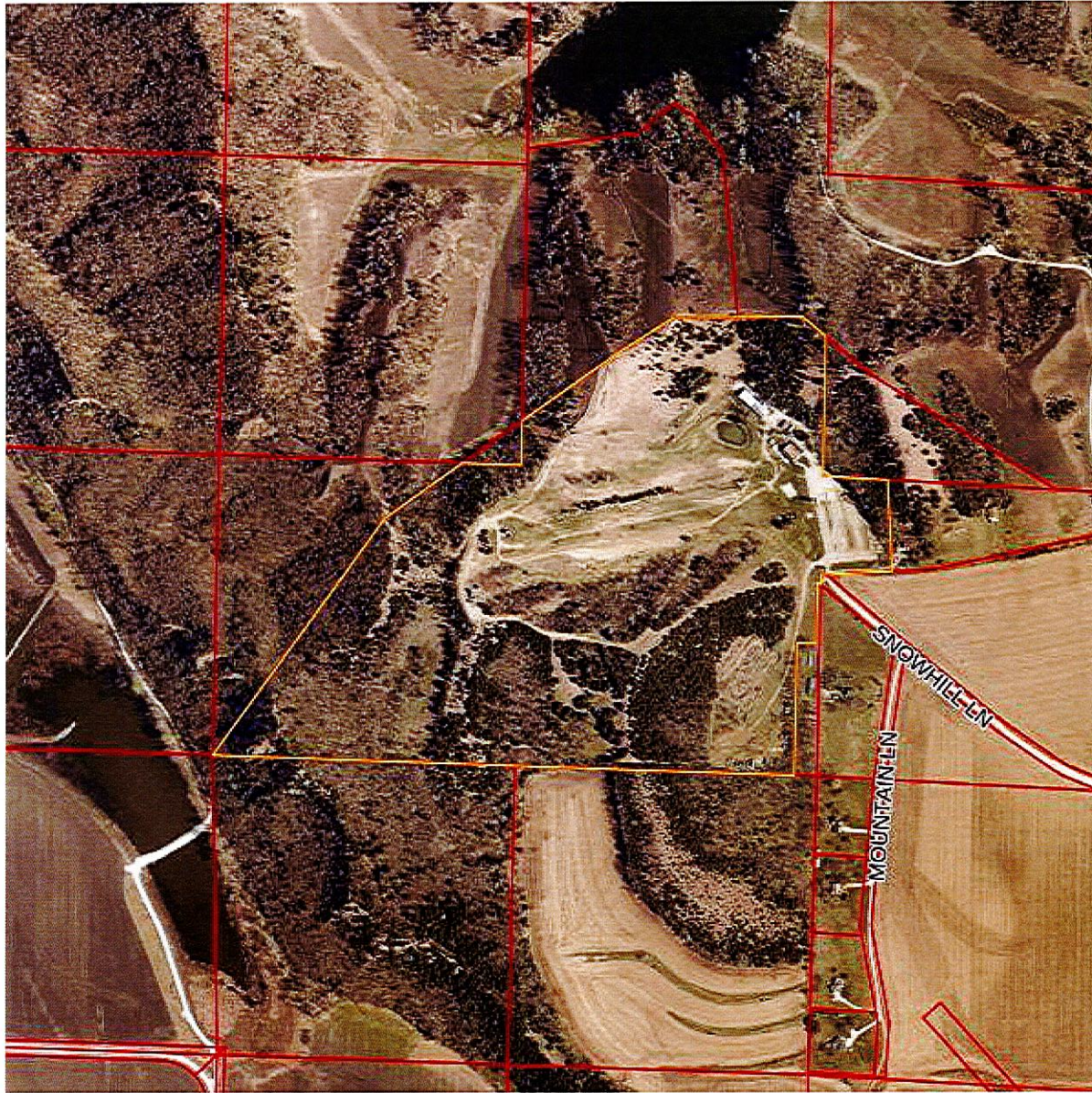


17026 SNOWHILL LN, FLEISCHER, KORBY L



17026 SNOWHILL LN, FLEISCHER, KORBY L, 1 10/07/2019

[Zoom Out](#)   [Zoom In](#)



4800ft x 4800ft

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

As of:

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

# **Scheduled Sessions**

**John Rasmussen/ County Engineer**

- 1) Public Hearing for consideration and establishment of a Secondary Road Assessment District on Leisure Avenue from Old Lincoln Highway to Lookout Lane. Public Hearing for consideration and establishment of a Secondary Road Assessment District on Leisure Avenue from Lookout Lane to Chalet Lane. (Concurrent Public Hearings)**
  
- 2) Setting Date of Final Hearing for the Leisure Avenue Secondary Roads Assessment Districts.**

*Master*

SEP 15 2021

**PETITION FOR SECONDARY ROAD ASSESSMENT**  
**LEISURE AVENUE**

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- I. That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- II. That said Road included in this district is as follows:
  1. A County Road commonly referred to as "Leisure Avenue" located in Section 13 of Crescent Township, starting at Old Lincoln Highway and continuing southeasterly approximately 2,760 feet (0.52 miles) to Lookout Lane in Section 18 of Hazel Dell Township.
- III. That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as, Intersection widening at Lookout Lane.
- IV. That there be a 80% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated August 20, 2021.
- V. That the lands included in the district are all residents either adjacent to Leisure Avenue or which have access to Leisure Avenue by means of a private road.
- VI. That costs are to be divided equally between the Seventeen (18) Petitioner property parcels.
- VII. Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1<sup>st</sup> prior to the year of construction; construction before that may occur if possible.
- VIII. Petitioners also recognize that their cost is estimated to be a declining payment of \$731 the first year down to \$534 in the tenth year.
- IX. The method of apportionment to property owners is described as follows: Each resident is assessed 5,112. Annual payments will be \$511 plus interest.

WHEREFORE, we the undersigned residents along Leisure Avenue in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

**LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT  
Engineer's Estimated Improvement Cost**

Improved Length	2,760	Feet
Improved Width	24	Feet
Improved Area	7,360	Square Yards
Base Stabilization Unit Cost	\$12.01	Square Yard
Double Seal Coat Cost	\$4.40	Square Yard
Lookout Lane Intersection Improvements	\$6,011.00	Lump Sum
Total Improvement Cost	\$126,789	
County Participation (20%)	\$25,358	
Gravel Maintenance Cost Savings (10 Year)	\$9,409	
Petitioner's Cost (80%)	\$92,022	
Total Cost per Parcel (18)	\$5,112	
Interest	4.50%	

Special Assessment Tax Schedule:

Year	Principle	Interest	Balance	Annual Payment
0			\$5,112	
1	\$511	\$230	\$4,601	\$741
2	\$511	\$207	\$4,090	\$718
3	\$511	\$184	\$3,579	\$695
4	\$511	\$161	\$3,067	\$672
5	\$511	\$138	\$2,556	\$649
6	\$511	\$115	\$2,045	\$626
7	\$511	\$92	\$1,534	\$603
8	\$511	\$69	\$1,022	\$580
9	\$511	\$46	\$511	\$557
10	\$511	\$23	\$0	\$534

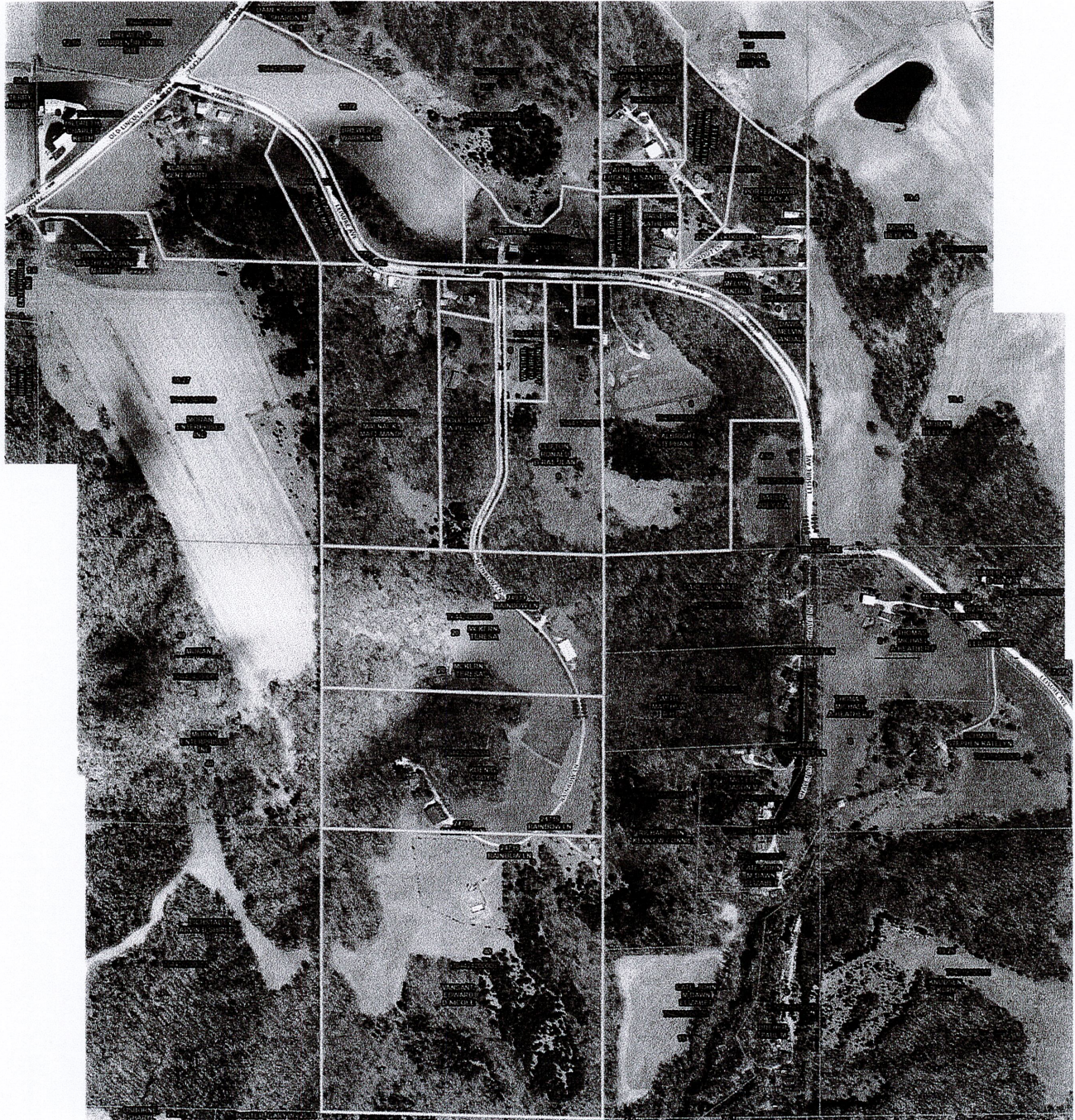
Assumptions and reference:

- 2019 Iowa Code 311, Special Assessment Districts
- Future cost of 10 years of gravel maintenance credited to base stabilization.
- Interest Rate: [www.iowatreasurer.gov/for-businesses/public-funds-rates](http://www.iowatreasurer.gov/for-businesses/public-funds-rates)
- Traffic count of 200 VPD as provided by 2016 Iowa DOT Traffic Count.
- No zoned businesses on Leisure Avenue

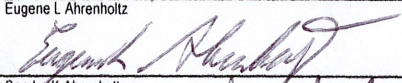

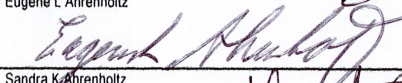
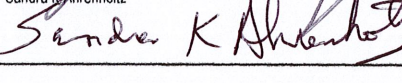
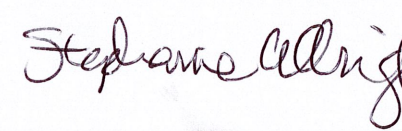
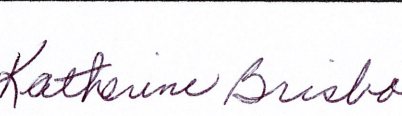

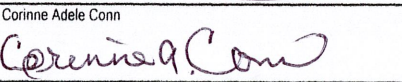
John A. Rasmussen, Pottawattamie County Engineer  
20-Aug-21



# Leisure Lane Special Assessment District



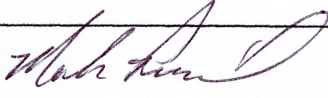
### Leisure Lane Secondary Road Assessment Petition

FIIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
1	AHRENHOLTZ, EUGENE L- SANDRA K	Eugene L Ahrenholtz 	9-11-21	764318300001	25250 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM NW COR NW SW TH S800' E400' N600' NWLY275' W217' TO POB
		Sandra K Ahrenholtz 	9-11-21			
	AHRENHOLTZ, EUGENE L- SANDRA K	Eugene L Ahrenholtz 	9-11-21	764318300012	25250 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 799.87'S OF NW COR NW SW TH E400' SW113.12' SE87.09' W375.12' N167.05' TO POB (PARCEL B)
		Sandra K Ahrenholtz 	9-11-21			
2	ALBRIGHT, STEPHANIE S		9/12/21	764318300009	18005 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 SW SW SWLY OF RD EXC E360' S605'
3	BREWER, O WARREN JR			764413400017	PO BOX 38, CRESCENT, IA 51526	CRESCENT TWP 13-76-44 PT N1/2 SE LYING SE OF OLD LINCOLN HWY SW OF RIDGE & NE OF LEISURE AVE EXCELY636.6'
4	BRISBOIS, KATHERINE		9/14/21	764318300005	25242 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 E187' W375' S348' NW SW
5	CLIFTON, RONALD D-RAE JEAN	Ronald D Clifton		764413400016	17987 LEISURE AVE, HONEY CREEK, IA 51542-4283	CRESCENT TWP 13-76-44 SE SE E OF DRIVE EXC COMM 259.69' W OF NE COR TH S608.86' W194.45' TO E LINE OFDRIVE N608.86'E194.45' TO POB & EXCS208' N241' E120'
		Rae Jean Clifton				
	CLIFTON, RONALD D-RAE JEAN	Ronald D Clifton		764413400015	17987 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 120' X 208' NE COR SE SE
		Rae Jean Clifton				
6	CONN, CHRISTOPHER ALLEN-CORINNE ADELE	Christopher Allen Conn 	9-11-21	764318300018	25246 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 375.11'E & 23'N OF SW COR NW SW TH NE325.32' NW87.09' NE113.12' N485.05' SE170.04' SE203.83' SW524.13' SW280.06' TO POB (PARCEL E)
		Corinne Adele Conn 	9-11-21			

### Leisure Lane Secondary Road Assessment Petition

TIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
7	DAVIS, MELVIN RANDALL	<i>Melvin R Davis</i>	9-11-21	764318300008	25241 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT SW SW COMM NW COR TH E962.8 S769.01' NW ALONG C/L RD TO W LINEN16.08' TO POB
8	HOOD, DAVID A-PEGGY L	David A Hood <i>David A Hood</i>	9-11-21	764413400012	17873 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 COMM 627.23'W SE COR SE SE W140' N1131' ELY253' N225' E20' SLY ALONG W LINE OFPRIVATE RD TO POB
		Peggy L Hood <i>Peggy L Hood</i>	9-11-21			
9	KADING, DARRELL W- SHIRLEY A TRUST	Darrell W Kading <i>Darrell W Kading</i>	9-11-21	764413400011	17859 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 N225.46' WLY253.7' E767.33' SE SE
		Shirley A Kading <i>Shirley A Kading</i>	9-11-21			
10	KLABUNDE, KENT-MARTI	Kent Klabunde <i>Kent Klabunde</i>	9-15-21	764413400018	17621 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT N1/2 SE COMM SE COR NW SE TH NW567.6' NE183.9' TO C/L LEISURE AVESELY853.65' W291.71'TO POB (PARCEL B)
		Marti Klabunde <i>M Klabunde</i>	9-15-21			
	KLABUNDE, KENT-MARTI	Kent Klabunde <i>Kent Klabunde</i>	9-15-21	764413400004	17621 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT NW SE COMM SE COR TH W732.92' NW227.02' W512.79' N21.44' NELY ALONG ELY HWYROW 895.14' SE491.77' SWLY204.6'SELY567.6' TO POB (PARCELS A, E, G & I)
		Marti Klabunde <i>M Klabunde</i>	9-15-21			
11	KOENIG, CODY J			764424200004	24788 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 S1/2 NE NE
12	MALNACK, MATT-MANDI	Matt Malnack <i>Matt Malnack</i>	9/12/21	764413400010	17795 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 W555.54' SE SE
		Mandi Malnack <i>Mandi Malnack</i>	9/12/21			
13	MCKERN, TERESA J			764424200003	24939 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 N1/2 NE NE

### Leisure Lane Secondary Road Assessment Petition

TIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
14	PORTER, DAVID G-TRACY A	David G Porter		764318300019	25245 LOOKOUT LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 PT NW SW COMM 375.11'E SW COR NW SW NE587.54' N485.43' NW275.49' NW103.81' SW524.13' SW280.06' S23' TO POB (PARCEL F)
		Tracy A Porter				
15	PREUCIL, MARK		9/14/21	764413400008	17902 LEISURE AVE, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT NE SE COMM 936'S NE COR TH NW178.85' SW227.9' NWLY484.86' SLY TO S LINE E636.6'TO SE COR N TO POB
16	RIEF, DUANE E-KATHERINE S	Duane E Rief	9-11-21	764318300004	18022 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 W188' S348' NW SW
		Katherine S Rief				
17	VANSANT, EDWARD D- NICOLE	Edward D Vansant		764424200005	24735 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 24-76-44 SE NE
		Nicole Vansant				
18	WINTHER, GEORGE J- ALLISON L	George J Winther	9-13-21	764413400014	25247 RAINBOW LN, HONEY CREEK, IA 51542	CRESCENT TWP 13-76-44 PT SE SE E OF DRIVE COMM 259.69'W NE COR TH S608.86' W194.45' TO E LINE OF DRIVE N608.86' E194.45' TO POB
		Allison L Winther <i>deceased</i>				

SEP 15 2021

## PETITION FOR SECONDARY ROAD ASSESSMENT

### LEISURE AVENUE

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- I. That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- II. That said Road included in this district is as follows:
  1. A County Road commonly referred to as "Leisure Avenue" located in Section 18 of Crescent Township, starting at Lookout Lane and continuing southeasterly approximately 1546 feet (0.29 miles) to Chalet Lane in Section 18 of Hazel Dell Township.
- III. That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing, as well as, Intersection widening at Lookout Lane.
- IV. That there be a 80% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated August 30, 2021.
- V. That the lands included in the district are all residents either adjacent to Leisure Avenue or which have access to Leisure Avenue by means of a private road.
- VI. That costs are to be divided equally between the Seven (7) Petitioner property parcels.
- VII. Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1<sup>st</sup> prior to the year of construction; construction before that may occur if possible.
- VIII. Petitioners also recognize that their cost is estimated to be a declining payment of \$1031 the first year down to \$729 in the tenth year.
- IX. The method of apportionment to property owners is described as follows: Each resident is assessed \$6,979. Annual payments will be \$698 plus interest.

WHEREFORE, we the undersigned residents along Leisure Avenue in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

Leisure Lane Secondary Road Assessment Petition  
Lookout Lane to Chalet Lane

PETITIONER	OWNER	SIGNATURE	DATE	TAX PIN	TAX ADDRESS	TAX DESCRIPTION
1	BAUER, JOEY D A			764318300010	18364 LEISURE AVE, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 SLY605' E360' SW SW
- 2	CATE, JOHN M-DAWN ELIZABETH	<small>John M Cate</small> <i>John Cate</i> <small>Dawn Elizabeth Cate</small> <i>De Cate</i>		764319100005	24800 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' NW LT 5 EXC SLY15 AC
-	CATE, JOHN M-DAWN ELIZABETH 402 943 7685	<small>John M Cate</small> <i>John Cate</i> <small>Dawn Elizabeth Cate</small> <i>De Cate</i>		764319100009	24800 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW SLY 15 AC LT 5
- 3	LAKE, DONNA D Wilson, Dave 402 981 0805	<i>Donna Lake</i> <i>Dave Wilson</i>		764319100001	24992 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 1
- 4	MILLER, JASON M <del>XXXXXXXXXX</del> 702-371 0567	<i>Jason Miller</i>		764319100004	24876 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' NW LT 4
- 5	MORAN BEEF INC	<i>Frank Moran</i>		764318300011	25843 OLD LINCOLN HWY, HONEY CREEK, IA 51542	HAZEL DELL TWP 18-76-43 E1/2 SW
- 6	RICHARDSON, KENNY W- CONNIE D 712 545 3204	<small>Kenny W Richardson</small> <i>Kenny Richardson</i> <small>Connie D Richardson</small> <i>Connie Richardson</i>		764319100003	24902 CHALET LN, HONEY CREEK, IA 51542-4164	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 3
- 7	SMITH, MATTHEW R H Smith, Heather Jensen Smith 402-990 2235	<i>Matthew Smith</i> <i>Heather Jensen Smith</i>		764319100002	24948 CHALET LN, HONEY CREEK, IA 51542	HAZEL DELL TWP 19-76-43 AUD SUB W1/2 & W60' E1/2 NW LT 2



**LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT**  
**Engineer's Estimated Improvement Cost**  
 Lookout Lane to Chalet Lane

Improved Length	1,546	Feet
Improved Width	24	Feet
Improved Area	4,123	Square Yards
Base Stabilization Unit Cost	\$12.01	Square Yard
Double Seal Coat Cost	\$4.40	Square Yard
Total Improvement Cost	\$67,653	
County Participation (20%)	\$13,531	
Gravel Maintenance Cost Savings (10 Year)	\$5,270	
Petitioner's Cost (80%)	\$48,852	
Total Cost per Parcel (7)	\$6,979	
Interest	4.50%	

Special Assessment Tax Schedule:

Year	Principle	Interest	Balance	Annual Payment
0			\$6,979	
1	\$698	\$314	\$6,281	\$1,012
2	\$698	\$283	\$5,583	\$981
3	\$698	\$251	\$4,885	\$949
4	\$698	\$220	\$4,187	\$918
5	\$698	\$188	\$3,489	\$886
6	\$698	\$157	\$2,792	\$855
7	\$698	\$126	\$2,094	\$824
8	\$698	\$94	\$1,396	\$792
9	\$698	\$63	\$698	\$761
10	\$698	\$31	\$0	\$729

Assumptions and reference:

- 2019 Iowa Code 311, Special Assessment Districts
- Future cost of 10 years of gravel maintenance credited to base stabilization.
- Interest Rate: [www.iowatreasurer.gov/for-businesses/public-funds-rates](http://www.iowatreasurer.gov/for-businesses/public-funds-rates)
- Traffic count of 200 VPD as provided by 2016 Iowa DOT Traffic Count.
- No zoned businesses on Leisure Avenue

John A. Rasmussen, Pottawattamie County Engineer  
 30-Aug-21



**LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT  
Engineer's Estimated Improvement Cost**

Improved Length	2,760	Ft
Improved Width	24	Ft
Improved Area	7,360	SY
Base Stabilization Unit Cost	\$12.01	SY
Double Seal Coat Cost	\$4.40	SY
Additional Work	\$6,011	
Total Improvement Cost	\$126,789	
County Participation (20%)	-\$25,358	
Gravel Maintenance Cost Savings (10 Year)	-\$9,409	
Petitioner's Cost (80%)	\$92,022	
Total Cost per Parcel (18)	\$5,112	
Interest	4.50%	

Special Assessment Tax Schedule:

Year	Principle	Interest	Balance	Annual Payment
0			5,112	
1	511	230	4,601	\$741
2	511	207	4,090	\$718
3	511	184	3,579	\$695
4	511	161	3,067	\$672
5	511	138	2,556	\$649
6	511	115	2,045	\$626
7	511	92	1,534	\$603
8	511	69	1,022	\$580
9	511	46	511	\$557
10	511	23	0	\$534

**LEISURE AVENUE ASPHALT TREATED BASE WITH DOUBLE SEAL COAT  
Engineer's Estimated Improvement Cost  
Lookout Lane to Chalet Lane**

Improved Length	1,546	Ft
Improved Width	24	Ft
Improved Area	4,123	SY
Base Stabilization Unit Cost	\$12.01	SY
Double Seal Coat Cost	\$4.40	SY
Additional Work	0	
Total Improvement Cost	\$67,653	
County Participation (20%)	-\$13,531	
Gravel Maintenance Cost Savings (10 Year)	-\$5,270	
Petitioner's Cost (80%)	\$48,852	
Total Cost per Parcel (7)	\$6,979	
Interest	4.50%	

Year	Principle	Interest	Balance	Annual Payment
0			6,979	
1	698	314	6,281	\$1,012
2	698	283	5,583	\$981
3	698	251	4,885	\$949
4	698	220	4,187	\$918
5	698	188	3,489	\$886
6	698	157	2,792	\$855
7	698	126	2,094	\$824
8	698	94	1,396	\$792
9	698	63	698	\$761
10	698	31	0	\$729

**Leisure Avenue Asphalt Treated Base with Double Seal Coat  
Engineer's Estimated Improvement Cost  
Combined**

Improved Length	4,306	Ft
Improved Width	24	Ft
Improved Area	11,483	SY
Base Stabilization Unit Cost	\$12.01	SY
Double Seal Coat Cost	\$4.40	SY
Additional Work	0	
Total Improvement Cost	188,431	
County Participation (33%)	33%	-62,182
Gravel Maintenance Cost Savings (10 Year)	0	
Petitioner's Cost (80%)		126,248
Total Cost per Parcel (7)		5,050
Interest		1.60%

Year	Principle	Interest	Balance	Annual Payment
0			\$5,050	
1	\$505	\$81	\$4,545	\$586
2	\$505	\$73	\$4,040	\$578
3	\$505	\$65	\$3,535	\$570
4	\$505	\$57	\$3,030	\$562
5	\$505	\$48	\$2,525	\$553
6	\$505	\$40	\$2,020	\$545
7	\$505	\$32	\$1,515	\$537
8	\$505	\$24	\$1,010	\$529
9	\$505	\$16	\$505	\$521
10	\$505	\$8	\$0	\$513

**Marilyn Hebing/County Recorder**

**Discussion and/or decision to approve Resolution No.  
111-2021 entitled: RESOLUTION AUTHORIZING THE  
EXECUTION OF THE AMENDED AND SUBSTITUTED  
COUNTY ELECTRONIC SERVICES SYSTEM 28E  
AGREEMENT.**

**RESOLUTION NO. 111-2021**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE  
AMENDED AND SUBSTITUTED COUNTY ELECTRONIC  
SERVICES SYSTEM 28E AGREEMENT**

**WHEREAS**, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

**WHEREAS**, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State.

**NOW THEREFORE BE IT RESOLVED**, that the Chairman of the Pottawattamie County Board of Supervisors is hereby authorized to execute the Amended and Substituted County Electronic Services System 28E Agreement.

**Dated this 26th Day of October, 2021.**

**ROLL CALL VOTE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Scott A. Belt, Chairman	<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"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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



**October 18, 2021**

**To:** Iowa County Boards of Supervisors

**From:** Sheri Jones, President, Iowa County Recorders Association & Jones County Recorder

**Re:** Electronic Services System 28E Agreement Amendment

I am writing to ask for your action to approve an amendment to the 28E agreement for the Electronic Service System (ESS) – the 28E agreement which governs the county land record information system – better known as “Iowa Land Records”. Iowa Land Records provides public access to more than 21.5 million land records for all 99 counties, and it also provides a statewide electronic filing system. Last year more than half of all recorded documents were processed through Iowa Land Records!

ESS was established in 2005 at the direction of the Iowa Legislature. The legislation required contracts for the system to be administered by the Iowa County Recorders Association. At the time this was fine, because the system was new, financial reporting was simple, and there were not that many contracts. Over time ESS has grown. Operations have become more complex and there are many more contracts in place to manage the services which are provided. Discussions with the State Auditor and our own legal counsel suggested that a small but important modification be made in the 28E agreement. Essentially, the change allows all contracts to be managed through the 28E organization itself instead of through our Association.

In the 2021 legislative session we sought permission from the General Assembly to make this change, and this change was approved in the form of HF 527. The legislation was approved unanimously, and it was signed by the Governor on May 20, 2021.

During this past year we have reviewed this action with the entire membership of the County Recorders Association, and we have also reviewed it with the ISAC staff including Bill Peterson, Lucas Beenken, and Kristi Harshbarger. Additionally, Barry Anderson, Clay County Supervisor and affiliate President has been engaged in the planning process. We believe that we have consensus on the amendment, and it is ready for your action.

An informational webinar on the ESS 28E amendment has been scheduled for Thursday, October 21, 2021 at 1:00 PM Central Time. RSVP for this event at <https://iowalandrecords.org/event/28e-amendment-informational-webinar/>, or send an email to [support@clris.com](mailto:support@clris.com).

**Action Requested.** Review and adopt a resolution to approve the proposed amendment to the Electronic Services System 28E Agreement at a meeting of your Board. Execute and notarize page 13 of the amendment. Please complete action not later than November 19, 2021. Provide a copy of page 13 and your Board Resolution to your County Recorder, and also send a copy to ESS at 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (or email a PDF to [support@clris.com](mailto:support@clris.com)).

Thank you for your assistance! Please contact us if you have any questions.

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

**Sheri Jones**

President, Iowa County Recorders Association & Jones County Recorder

[sheri.jones@jonescountyiowa.gov](mailto:sheri.jones@jonescountyiowa.gov)

319-462-2477

Attachments: HF527 Enrolled and Amendment to the 28E Agreement – Electronic Services System

## AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

**WHEREAS**, the Iowa County Recorders Association (hereinafter referred to as “Association”) and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

**WHEREAS**, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

**WHEREAS**, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public’s access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

**WHEREAS**, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

**WHEREAS**, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

**WHEREAS**, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

**WHEREAS**, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

**NOW THEREFORE**, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land record information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.
2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
  - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
  - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
  - c. To provide an Electronic Services System for other public agencies or private organizations.
  - d. To contract with any public or private entity to provide all necessary services.
  - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
  - f. To establish a system of accounting and budgeting, and a system for receiving payments;
  - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
  - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
  - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
  - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
  - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee (“Committee”).

- l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
  - m. Adopt a corporate seal and alter the seal at its pleasure.
  - n. To issue debt as it deems necessary to fulfill its purposes.
  - o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.
3. **DURATION**. This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
4. **GOVERNING BOARD**. The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee (“Committee”).
- a. **Composition of ESS Coordinating Committee**. Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Recorders Association Executive Board.
  - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
    - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Recorders Association.
    - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
    - iii. One County Recorder who is a member of the Iowa County Recorders Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
  - c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
    - i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
    - ii. A person who is a representative of professionals active in the practice of real estate law.
    - iii. A person who is a representative of professionals in abstracting and land title management.
    - iv. A person who is a representative of information technology professionals who serve Iowa counties.
    - v. A person who is representative of professional realtors or brokers.
    - vi. A person who is representative of professional and licensed land surveyors.
    - vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

- d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recorders Association Executive Board. In the event the Iowa County Recorders Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.
- e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recorders Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

## 5. VOTING

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
- b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

## 6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise



directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

#### **7. MEETINGS.**

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

- 8. **POLICIES AND PROCEDURES.** The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land record information system and website(s)
- d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
- e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents ~~which~~ that are displayed for public access or transferred to another person
- f. To establish standards for recording, processing and archiving electronic documents and records

10. **BUDGET AND ANNUAL REPORT.** The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. **ADDITIONAL MEMBERSHIP.** Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL**. Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS**. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.
15. **AMENDMENTS**. This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).
16. **NON-LIABILITY**. ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
17. **THIRD PARTY BENEFIT**. Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
18. **TERMINATION**. If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS**. The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
20. **SEVERABILITY**. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

**Attachment A – ESS Membership**

<b>County</b>	<b>Date</b>	<b>Book</b>	<b>Page</b>	<b>Reference No.</b>
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

Deb Kupka

Deb Kupka  
Chair, Electronic Services System

Date October 11, 2021

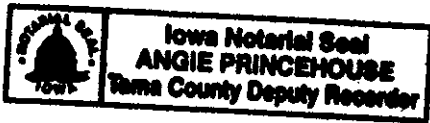
STATE OF IOWA     )  
                                  ) ss  
COUNTY OF POLK    )

I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.

Deb Kupka  
Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11<sup>th</sup> day of October, 2021.

Angie Princehouse  
Notary Public in the State of Iowa  
Name of Notary Angie Princehouse



(SEAL)



28E AGREEMENT  
ELECTRONIC SERVICES SYSTEM

\_\_\_\_\_ County, Iowa

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

Date \_\_\_\_\_

Chairperson \_\_\_\_\_ County Board of Supervisors

(SEAL)

ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of \_\_\_\_\_ County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of \_\_\_\_\_ County by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
Name of Notary \_\_\_\_\_

(SEAL)



**KIM REYNOLDS**  
GOVERNOR

**OFFICE OF THE GOVERNOR**

**ADAM GREGG**  
LT GOVERNOR

May 20, 2021

The Honorable Paul Pate  
Secretary of State of Iowa  
State Capitol  
Des Moines, Iowa 50319

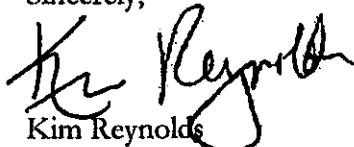
Dear Mr. Secretary,

I hereby transmit:

House File 527, an Act relating to the authority of county boards of supervisors to amend an agreement between the counties to implement the county land record information system.

The above House File is hereby approved on this date.

Sincerely,

  
Kim Reynolds  
Governor of Iowa

cc: Secretary of the Senate  
Clerk of the House



House File 527

AN ACT

RELATING TO THE AUTHORITY OF COUNTY BOARDS OF SUPERVISORS TO  
AMEND AN AGREEMENT BETWEEN THE COUNTIES TO IMPLEMENT THE  
COUNTY LAND RECORD INFORMATION SYSTEM.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

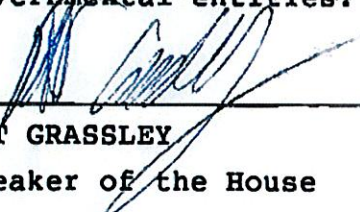
Section 1. Section 331.604, subsection 3, Code 2021, is amended by adding the following new paragraph:


NEW PARAGRAPH. *f.* The county land record information system agreement may be amended by a vote of the boards of supervisors on behalf of the respective county recorders, pursuant to the terms of the agreement, to provide for the ongoing implementation of the county land record information system. As used in this paragraph, "*county land record information system agreement*" means the agreement entered under chapter 28E between the counties as required by 2005 Iowa Acts, ch. 179, §101, as amended by this Act.

Sec. 2. 2005 Iowa Acts, chapter 179, section 101, subsection 1, is amended to read as follows:

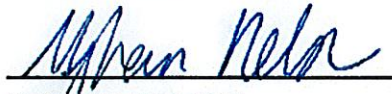
1. The board of supervisors of each county, on behalf of each county recorder, shall execute a chapter 28E agreement with the ~~Iowa county recorders association~~ other counties for the implementation of the county land record information system. ~~Such agreement shall require the Iowa county recorders association to execute contracts necessary for implementation of the county land record information system. The Iowa county recorders association shall submit to the general assembly on~~

~~or before November 1, 2005, a long range business plan for implementing and maintaining the county land record information system, including a plan for integrating the system with electronic government and internet applications of other governmental entities.~~

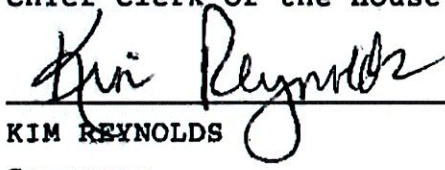
  
\_\_\_\_\_  
PAT GRASSLEY  
Speaker of the House

  
\_\_\_\_\_  
JAKE CHAPMAN  
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 527, Eighty-ninth General Assembly.

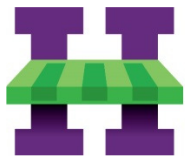
  
\_\_\_\_\_  
MEGHAN NELSON  
Chief Clerk of the House

Approved May 20<sup>th</sup>, 2021

  
\_\_\_\_\_  
KIM REYNOLDS  
Governor

**Jason Slack/Director, Buildings & Grounds, and Garfield  
Coleman/Risk and Safety Manager – Discussion and/or  
decision:**

- 1) Temporary ADA ramp safety measures**
- 2) Award bid for ramp awning**



**HEARTLAND**  
AWNING & DESIGN

14550 Grover Street  
Omaha, NE 68144  
402-330-9270  
steve@heartlandawning.com

**Date:** 10-2-21  
**Proposal Submitted to:**  
Pottawattamie County  
**Street:**  
227 S 6<sup>th</sup> Street  
**City, State & Zip Code:**  
Council Bluffs, IA 51501  
**Contact Name & Phone:**  
Jason & Darrell

**Phone:**  
712-328-4791  
**Job Name:**  
Fabric Entrance Canopy  
**Job Location:**  
Existing Aluminum Ramp Structure

We hereby submit specifications and estimates to manufacture and install following

**Fabric Canopy Scope of Work**

1 Units      Arched Style Canopy w/ Sides      approximately 5'6" wide x 175' long

- ✂ Weld the aluminum frame components to provide a durable support frame for the fabric.
  - Canopy will be supported by the ramp features
  - Aluminum support posts will attach to existing ramp/railing features
  - Fabric canopy frame will be unpainted mill finish unless otherwise stated
  
- ✂ Patio 500 vinyl fabric (standard color of choice) will be used to fabricate the canopy cover.
  - The canopy cover will be attached to the frame at the perimeter sides.
  - Side walls will be attached to the canopy at the top and support post for stability.
  - Heat-sealed seams will be used to eliminate seam failure with unsightly sewn seams.
  
- ✂ Installation will be consistent with industry standards. Generally, the canopy posts will attach to existing aluminum ramp and railing features to support canopy frame and sides.

**Estimate Canopy Cost .....\$120,500\***

\*The above price does not include sales tax, permit fees or engineering costs if required. Pricing is subject to verification of structural elements and assumes that site work can be performed during normal working hours. Half down may be required to place the order.

Thank you for the opportunity to bid your project. Please call if there are any questions.

**Discover the Difference.....Heartland Awning**

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Unless otherwise stated above, permits will be the responsibility of the client. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: We may withdraw this proposal if not accepted within 30 days.

**Authorized Signature:** \_\_\_\_\_

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion of project, unless otherwise stated above.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Sales Agreement

Business Office  
6319 Ames Ave.  
Omaha, NE  
(402) 453-9443



## ALLIED AWNING & SIDING

PROPOSAL SUBMITTED TO <i>Buildings &amp; Grounds</i>		PHONE <i>712-328-4791</i>	DATE <i>10-13-21</i>
STREET <i>227 South 6th St</i>		JOB NAME <i>Court house</i>	
CITY, STATE AND ZIP CODE <i>Council Bluffs Iowa</i>		JOB LOCATION <i>Ramp</i>	
ARCHITECT <i>[Signature]</i>	DATE OF PLANS	JOB PHONE <i>Cell 712-310-5257</i>	

*Manufacture & Install Alum Frame  
w/ Staple Stitch Tubing on Ramp.*

*There will be 4 PLATFORMS  
2 - Approx 5'8" x 5'8"  
1 - ~~5'~~ 5'8" x 16'  
1 - 5'8" x 10'9"*

*There Shape will be a 3ft TALL Box  
with Arch'd TO Approx 12" Arch.*

*STRAIGHT SECTIONS  
1 - 12' x 4'10"      1 - 24ft x 4'10"  
1 - 30' x 4'10"      1 - 30ft x 4'10"  
1 - 16' x 4'10"*

*These will have a 2'5" Dip in center & proper lengths  
The Sides will be Approx 8' TALL Sloped with  
Angle of Ramp EA Section TO be Approx 5' wide  
& Have 24" x 40" window  
Fabric Dusky Red.*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

*Eight Six Thousand Two Hundred Seventy Five* dollars (\$ *86,275.00* )

Payment to be made as follows:

*Due TO Shippy - Quantities & Sea charges  
Price had to be Raised (NOTAR Figure)*

All material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practices. All contracts will be subject to approval by management within three (3) days. Any alteration or deviation from above specifications involving extra cost will be executed upon oral or written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. After recession period has expired this contract carries a 25% cancellation penalty of total amount of Contract.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 5 days.

**Acceptance of Agreement** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF TRANSACTION**



**Andrew Brown/County Sheriff**

**Board Update on construction project at Pottawattamie  
County Jail & Sheriff's Office.**

**Other Business**

**Lea Voss/County Treasurer**

**Discussion and/or decision to approve Resolution No.  
110-2021 entitled: Resolution Appointing Deputies.**

**RESOLUTION NO. 110-2021**

**RESOLUTION APPOINTING DEPUTIES**

**WHEREAS**, the Code of Iowa, Chapter 331.903, states that the Auditor, Treasurer, Recorder, Sheriff and County Attorney may each appoint, with approval of the Board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible; and

**WHEREAS**, the number of deputy appointments of the Treasurer has changed; and

**WHEREAS**, the number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board; and

**WHEREAS**, each deputy officer, assistant and clerk shall perform the duties assigned by the principal officer making the appointment and during the absence or disability of the principal officer, the first deputy shall perform the duties of the principal officer.

**NOW THEREFORE BE IT RESOLVED**, that the Pottawattamie County Board of Supervisors hereby approves the following deputy appointments for the Treasurer's Office:

Jamie Smothers, First Deputy  
Heather Ausdemore, First Deputy

**Dated this 26th Day of October, 2021.**

**ROLL CALL VOTE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Scott A. Belt, Chairman	<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"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

**Jamie Petersen/GIS Coordinator; David Bayer/Chief  
Information Officer and Jana Lemrick/Director of  
Human Resources**

**Discussion and/or decision to approve job descriptions  
for GIS Analyst I, II, III and GIS Coordinator**

# Pottawattamie County, Iowa

## Class Description

**Title:**

GIS Coordinator

Contract (+5% vs top GIS Analyst III): \$113,781

**FLSA Status:** Exempt**Job Code:****Updated:** 10/19/2021**Department:** GIS**Division:** N/A

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### General Definition of Work

Performs difficult advanced technical work providing direction and administration of the GIS department, personnel and the operation of maintaining and serving the County GIS database, data, and seeking continuous improvement of geodatabase model and data; supporting the annual GIS budget, and related work as apparent or assigned. Supervision is exercised over GIS Analyst series and GIS Intern.

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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.*

Administers the County's Geographic Information System (GIS) program; monitors and maintains the GIS database and architecture; researches and implements GIS related technology; provides oversight of County application investments and future projects that involve GIS components.

Coordinates the activities of GIS Staff; schedules work assignments; manages projects; sets priorities; directs work; identifies development and training needs for staff.

Manages the integrity of the vector and raster based GIS data; builds and maintains topology data and maps; loads new datasets; performs data updates; edits and maintains metadata for feature datasets; performs spatial analysis.

Monitors GIS hardware and software; reviews server specifications and requirements, SQL Server databases, Web Servers, 3rd-party and vendor software packages, and the complete ESRI software suite.

Performs database administration tasks; configures, tunes, updates, and backs up the GIS databases; creates custom SQL views and reports; manages permissions; performs traces; creates indexes.

Enhances applications or automates recurring data tasks using coding software, development languages, and environments.

Provides County staff, other agencies, and the general public with professional cartographic products, large-format print production, and website technical support.

Administers mapping-grade, mobile GPS data collection and enterprise integration.

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

Prepares and presents the annual GIS Department budget.

Assists with the hiring process, internal and external complaints; performance reviews, and recommending disciplinary action as needed.

Promotes and supports the County GIS; develops relationships and networks at meetings and events that provide benefit to the County and the Department.

# Pottawattamie County, Iowa

## Class Description

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### Minimum Qualifications

Bachelor's degree with coursework in Geographic Information Systems, geography, environmental sciences, computer science, or related field and extensive experience in the design, implementation, administration of geographic information systems; or equivalent combination of education and experience.

Extensive experience with project management, database management systems, ESRI's suite of software, and scripting languages.

GISP required within 1 year

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### Special Qualifications

Valid driver's license.

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### Job Specifications

This is the highest level job class in the GIS Department and, in addition to items mentioned in the General Definition, is distinguished from the GIS Analyst series the extent of the focus: the GIS Coordinator must have a broader understanding and vision of how GIS is working in the County to help guide its future use. It is also importantly distinguished by the incumbent's ability to function independently without instruction or assistance. This role provides fundamental contributions to long-term, County-wide objectives and is expected to lead the Department in a direction that aligns with County goals and trends in GIS technology.

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### Working Conditions

This work is sedentary and requires little to no exertion of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data; work has no exposure to environmental conditions; work is generally in a quiet location (e.g. library, private offices).

# Pottawattamie County, Iowa

## GIS Analyst Series Description

<b>Title:</b>	Grade	Min/hr	Min	Max/hr	Max
GIS Analyst I	526	\$30.647374	\$63,746.54	\$39.231230	\$81,600.96
GIS Analyst II	530	\$35.426542	\$73,687.21	\$45.348969	\$94,325.86
GIS Analyst III	534	\$40.698802	\$84,653.51	\$52.097907	\$108,363.65

**FLSA Status:** Exempt  
**Job Code:**  
**Updated:** 10/19/2021

**Department:** GIS

**Division:** N/A

### General Definition of Series Work

GIS Analysts are responsible for designing, implementing, and administering all aspects of the department's enterprise geographic information system.

GIS Analysts perform skilled technical work editing and maintaining GIS databases (cadastral records, centerlines, addresses, topology, loading datasets, creating and maintaining metadata); designing, configuring, tuning and improving databases; reading and interpreting land records, producing maps, analyzing spatial data and distributing GIS products; serving the data efficiently to both local and internet users, implementing GIS projects for internal departments, and related work as apparent or assigned. Work is performed under direction of the GIS Coordinator.

### Essential Functions of Series

*To perform jobs in this series successfully, an individual must be able to perform each essential function satisfactorily according to the class' Job Specifications section further below. The requirements listed directly 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.*

Performs the County's GIS real estate processes, operations, and workflows; historic documentation research; assists internal departments, private businesses, and citizens with the County's real estate process.

Analyzes and interprets GIS data; monitors, maintains, and updates GIS data in county database; updates cadastral records, centerlines, addresses, and other related GIS data; builds and maintains topologies; loads datasets; creates, edits, and maintains metadata for future datasets; creates and maintains GIS data processing scripts.

Manages digital data and cartography product projects; generates and provides digital maps, printed and laminated maps, as well as raw and parsed data exports.

Administers the geodatabase model; develops new practices to increase efficiency in database.

Troubleshoots the County's GIS hardware and software systems; diagnoses and repairs County website and database related issues.

Maintains and improves GIS web applications; installs third party updates to database; configures websites, user interfaces, and workflows.

Manages the GIS and Cadastral databases; configures and tunes the enterprise databases; creates custom views, manages permissions, performs traces, creates indexes, and other related database management processes.

Promotes and supports the County GIS; develops relationships and networks at meetings and events that provide benefit to the County and the department.

Enables mapping grade, mobile GPS data collection processes, and enterprise integration.



# Pottawattamie County, Iowa

## GIS Analyst Series Description

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### Minimum Qualifications

#### GIS Analyst I

Bachelor's degree with coursework in Geographic Information Systems, geography, environmental sciences, computer science, or related field and minimal, relevant work experience using ESRI software to perform skilled technical work; Master's degree in GIS or geography; or equivalent combination of education and experience.

#### GIS Analyst II

Bachelor's degree with coursework in Geographic Information Systems, geography, environmental sciences, computer science, or related field and moderate, relevant work experience in the design, implementation, administration of geographic information systems; Master's degree in GIS or geography and minimal, relevant work experience; or equivalent combination of education and experience.

General experience with project management, database management systems, ESRI's suite of software, and scripting languages.

#### GIS Analyst III

Bachelor's degree with coursework in Geographic Information Systems, geography, environmental sciences, computer science, or related field and extensive, equivalent work experience in the design, implementation, administration of geographic information systems; Master's degree in GIS or geography and moderate, relevant work experience; or equivalent combination of education and experience.

Extensive experience with project management, database management systems, ESRI's suite of software, and scripting languages.

GISP Certification within 1 year

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### Special Qualifications

Valid driver's license

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### Job Specifications

#### GIS Analyst I

This position is under close supervision, and incumbents receive training and assistance in performing the duties described in the series concept. This class is assigned basic tasks of the series and generally works on established projects. Progression to the next level may occur upon meeting minimum qualifications, having necessary GIS Analyst II skills, knowledge, and/or ability, satisfactory performance, and with the recommendation of the GIS Coordinator to the CIO and HR.

#### GIS Analyst II

Under general supervision and limited assistance and instruction, this class is distinguished from the GIS Analyst I by the assignment of most series duties including the more complex and difficult tasks. The GIS Analyst II is considered a seasoned professional with a variety of developed technical skills, is a strong problem solver, and is a key to the success of the department. The incumbent is expect to grow in all areas of the series' functions, to solve most problems that arise, and use their experience to forward department initiatives. This class works on established projects and is learning to manage new projects.

# Pottawattamie County, Iowa

## GIS Analyst Series Description

Progression to the next level may occur upon meeting minimum qualifications, having necessary GIS Analyst III skills, knowledge, and/or ability, satisfactory performance, and with the recommendation of the GIS Coordinator to the CIO and HR.

### **GIS Analyst III**

This is the highest level of the GIS Analyst Series and is distinguished from the GIS Analyst I and II by the assignment of the most difficult, complex, and technical duties. It is also importantly distinguished by the incumbent's ability to function independently with only occasional instruction or assistance as unusual situations arise.

The GIS Analyst III has the highest level of expertise in design and integrating spatial and non-spatial databases, administering ESRI and GIS-related software, and is asked to act as project lead for department work. The incumbent is considered an expert within the department (and sometimes externally as well), has the experience and expertise to suggest improvements and enhancements to GIS initiatives, and provides fundamental contributions to long-term department objectives.

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### **Working Conditions**

This work is sedentary and requires little to no exertion of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data; work has no exposure to environmental conditions; work is generally in a quiet location (e.g. library, private offices).

**Becky Lenihan/Finance & Tax Officer**

**Discussion and/or decision to approve  
Resolution No. 109-2021 entitled: RESOLUTION  
Authorizing Transfer from Rural Services Fund  
to Secondary Roads Fund**

**RESOLUTION NO. 109-2021**

**RESOLUTION Authorizing Transfer from Rural Services Fund to Secondary Roads Fund**

**WHEREAS**, it is desired to transfer money from Rural Services Fund to Secondary Rods Fund; and

**WHEREAS**, said transfer is in accordance with Section 331.432, Code of Iowa; and

**NOW THEREFORE BE IT RESOLVED**, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$1,303,750 is ordered to be transferred from Rural Services Fund to Secondary Roads Fund, and

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

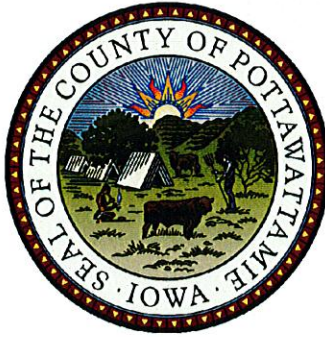
**Dated this 26<sup>th</sup> day of October, 2020.**

	<b>ROLL CALL VOTE</b>			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

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

Resolution No. 109-2021

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



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

October 26, 2021

Reso XX-2021

To: Heather Ausdemore

RE: First Quarter 2021-2022 Transfer to Secondary Roads Fund

As per board authorization of October 26, 2021, please transfer as follows:

\$1,303,750 **FROM:** 0011-99-0300-000-81200-000 (Rural Services Fund)  
\$1,303,750 **TO:** 0020-0-99-0311-902000-000 (Secondary Roads Fund)

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

Thank-you

**Received/Filed**