

Consent Agenda

May 24, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Wichman 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. May 17, 2022, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

After discussion was held by the Board, a motion was made by Shea, and second by Belt, to authorize the Board Chairman to sign Change Order #3 for Carson – Macedonia CDBG downtown rehab project.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 41-2022**, a Resolution to approve Pottawattamie County’s amendment to the County Five Year Program for accomplishment year 2022. Said Resolution is set out as follows:

**Resolution No 41-2022
2022 County Five Year Program Resolution**

Pottawattamie County Secondary Roads

Whereas, Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

Whereas, The Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2022), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

NOW THEREFORE BE IT RESOLVED:

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-2022-(Dumfries) --73-78 Dumfries Avenue Grade and Pave 52716	On DUMFRIES AVE, from Aspen Road N 0.7 miles to Pioneer Trail Tied to TPMS 47271	57 0.680 miles	366 HMA Paving Local	\$1,000,000
L-2022-(BO06) --73-78 BO06 Bridge Replacement 52717	On WESTGATE RD, Over HONEY CREEK, S7 T77 R43	14 0.000 miles 290660	320 Bridges Local	\$200,000
L-2022-(NE28) --73-78 NE28 Bridge Replacement 52718	On SUMAC RD, Over STREAM, S35 T77 R42 Remove bridge replace with 96" CMP Culvert	67 0.000 miles 290530	331 Pipe Culverts Local	\$80,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
L-2022-(240th) --73-78 240th Street Paving 47271	On 240TH ST, from Aspen Road N approximately 0.8miles to Pioneer Trail	57 0.740 miles	366 HMA Paving Local	Project Number updated Project Location updated AADT updated Miles updated removed 4,000,000 Local dollars from 2022	\$1,000,000
L-(GR02) --73-78 Grove 2 Bridge Replacement 36164	On COTTONWOOD RD, Over JORDAN CREEK, S3 T74 R39 SD, 100'	35 0.000 miles 283661	320 Bridges Local	added 200,000 Local dollars to 2022 removed 200,000 Local dollars from 2023	\$200,000

STBG-SWAP-C078(205) --FG-78 M47 Resurfacing 21847	On M 47, from Highway 6 N 5 miles to G30 Patch, Mill and Over lay existing road.	5 5.010 miles 43331	366 HMA Paving SWAP	Project Location updated added 100,000 SWAP dollars to 2022	\$1,900,000
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Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$5,634,000	\$3,114,000	\$-2,520,000
Farm-to-Market	\$8,100,000	\$8,100,000	\$0
Special	\$0	\$0	\$0
SWAP	\$2,150,000	\$2,250,000	\$100,000
Federal Aid	\$0	\$0	\$0
Totals	\$15,884,000	\$13,464,000	\$-2,420,000

Dated this 24th day of May, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ 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 J. Houser, County Auditor

RECOMMENDED: _____
John Rasmussen, County Engineer

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

Maria Sieck/Administrator, Public Health appeared before the Board to give an update on Public Health. Discussion only. No action taken.

Motion by Shea, second by Schultz, to approve and authorize the Board Chairman to sign the Lockton Consulting Agreement for June 1, 2022 – May 31, 2023. UNANIMOUS VOTE. Motion Carried.

3. OTHER

After discussion was held by the Board, a motion was made by Shea, and second by Schultz, to open applications for the Veterans Commission. AYES: Belt, Grobe, Schultz, Shea. NAYS: Wichman. Motion Carried.

4. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Jail – Payroll Status Change for Kyle Putnam.
 - 2) Jail – Payroll Status Change for Nina Hoang removed from received and file.
 - 3) Sheriff – Payroll Status Change for Jeremy Petersen.
 - 4) Conservation – Employment of Michael Casson as Park Ranger Intern – Botna Bend.
- B. Reports:
 - 1) Recorder Fee Book for April 2022.
 - 2) Sheriff’s Report of Fees Disbursed and Collected for April 2022.
- C. Out of State Travel Notification:
 - 1) Jail – Out of State Travel Notification for Dustin Ceder, Kayla Smeal, Shawn Jensen, and Todd Schlines.

5. PUBLIC COMMENTS

No comments.

6. CLOSED SESSION

Motion by Grobe, second by Belt, to go into Closed Session pursuant to Iowa Code §21.5(1)(c) - discussion or anticipated litigation.

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

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

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

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:20 A. M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Auditor

APPROVED: May 31, 2022

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: May 18, 2022

ESTABLISHMENT: RENEWAL AEROPLANE INN

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

Andrew Brown

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 18, 2022

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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLANNING	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input type="checkbox"/>	<input type="checkbox"/>
	Septic system violations	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF	Complaints received	<input type="checkbox"/>	<input type="checkbox"/>
	Citations issued at this establishment	<input type="checkbox"/>	<input type="checkbox"/>
	Owner convicted of a felony within the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Signature

Lea Voss

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

FROM: Gina Hatcher

Request for County Department Comments

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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	X	
	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		
Genevieve Stueve	aeroplane inn	(712) 545-3047		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
28935 old lincoln highway		Honey Creek	Pottawattamie	51542
MAILING ADDRESS	CITY	STATE	ZIP	
31708 170th street	Honey Creek	Iowa	51542	

Contact Person

NAME	PHONE	EMAIL
gina stueve	(402) 960-6699	thestueves@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0038563	Class C Liquor License	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 22, 2021	July 21, 2022	

SUB-PERMITS

Class C Liquor License



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
genevieve stueve	honey creek	Iowa	51542	owner	100.00	Yes
timothy stueve	honey creek	Iowa	51542	owner	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 22, 2021

POLICY EXPIRATION DATE

July 22, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

7744 35 227 003

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

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

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Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774435227003>
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TAX DESCRIPTION*
* Not to be used on legal documents
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ROCKFORD TWP 35-77-44 S122' W415' N387.41' E562.4' NE NE
=====
ASSESSSED VALUE
* Class is for Assessment purposes only - Not Zoning
=====

2022	Current Value				Total	Class
	Res. Land	Comm. Land	Dwelling	Improvement		
Full Value	\$15,552	\$16,848	\$59,000	\$54,600	\$146,000	R/C
Exempt	\$0	\$0	\$0	\$0	\$0	R/C
Net Total	\$15,552	\$16,848	\$59,000	\$54,600	\$146,000	R/C

2021	Prior Year Value				Total	Class
	Res. Land	Comm. Land	Dwelling	Improvement		
Full Value	\$15,552	\$16,848	\$59,000	\$54,600	\$146,000	M/C
Exempt	\$0	\$0	\$0	\$0	\$0	M/C
Net Total	\$15,552	\$16,848	\$59,000	\$54,600	\$146,000	M/C

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EXEMPTIONS/CREDITS APPLIED
=====

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

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

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

Date Reviewed: 07/13/20 MEC

LAND.....50529 sqFt 1.16 acres

Residence 1 of 1 -- Single-Family

BUILDING.....Mfd Home (Double) 5/0 Rooms Above/Below 3/0 Bedrooms Above/Below 1624 SF Base AC
 Built:1990 Observed Bsmt: None Bsmt Finish: None Attic Finish: None

FINISH.....Foundation: Pier Exterior: Vinyl Roof: Asph / Gable
 Interior: Drwl Flooring: Carpet / Vinyl

PLUMBING.....2 Full Bath

DECK/PATIOS..234 SF Wood Deck-Med

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

DBA: AEROPLANE INN

STRUCTURE....1 story 448 base SF 0 bsmt SF 2192 gross SF
 Year Built: 1953 Eff Year: 1953 Condition: Normal

VERTICALS....Ext Wall: C'Blk or Tile - 8"
 Int Wall: Drywall or Equiv.
 Panel - Softwood

WallFace: Incl. w / Walls
 Front/Doors: Average Cost Front
 Windows: Incl. w / Base
 HORIZONTALS..Basement: Incl. w / Base
 Roof: 3-Ply Compo/ Wood Deck
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC
 PLUMBING.....Sink-Kitchen (1)
 BLDG EXTRAS..1 Porch (Commercial): 900 SF, Patio - Conc / Brick

Commercial Building 1 of 1 Addition 1 -- Bars and Lounges (303)
 DBA: AEROPLANE INN

STRUCTURE....1 story 672 base SF 0 bsmt SF
 Year Built: 1980 Eff Year: 1980 Condition: Normal
 VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 Panel - Softwood
 WallFace: Incl. w / Walls
 Front/Doors: Average Cost Front
 Windows: Incl. w / Base
 HORIZONTALS..Basement: Incl. w / Base
 Roof: 3-Ply Compo/ Wood Deck
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC
 PLUMBING.....Toilet Room (2)

Commercial Building 1 of 1 Addition 2 -- Bars and Lounges (303)
 DBA: AEROPLANE INN

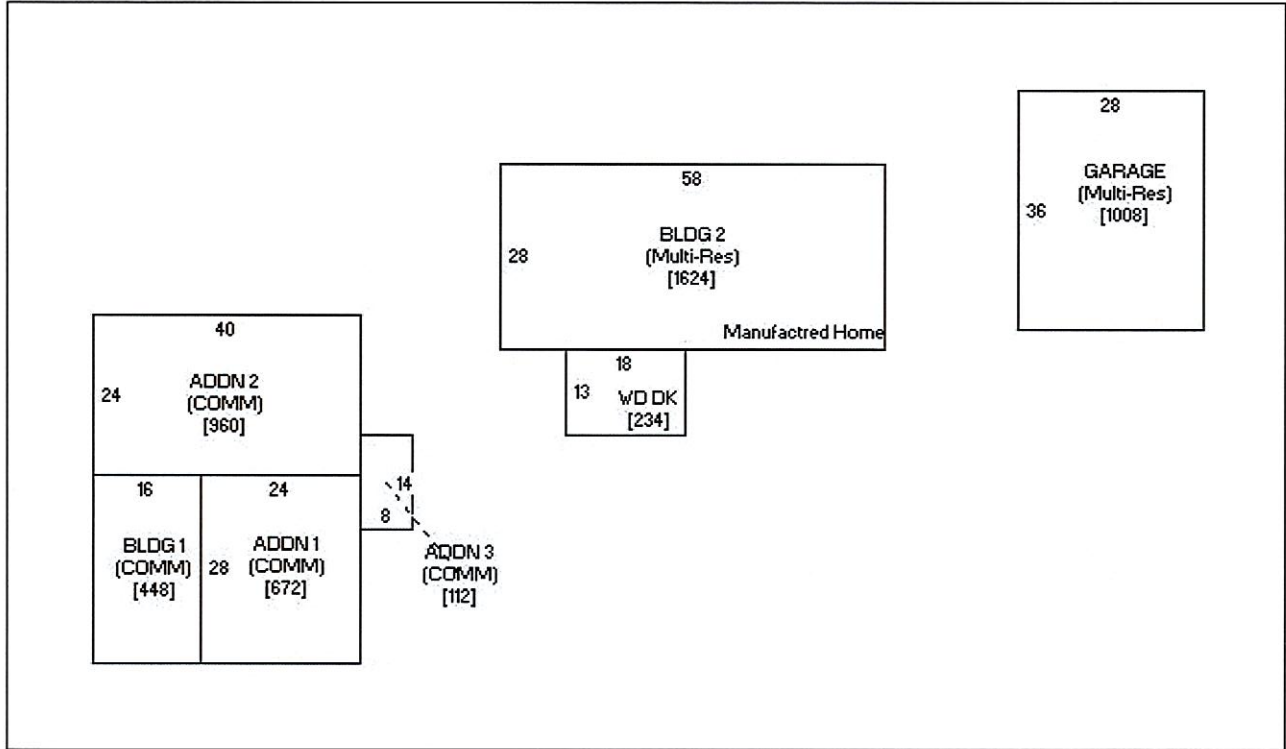
STRUCTURE....1 story 960 base SF 0 bsmt SF
 Year Built: 1992 Eff Year: 1992 Condition: Normal
 VERTICALS....Ext Wall: Vinyl - Frame
 Int Wall: Drywall or Equiv.
 WallFace: Incl. w / Walls
 Front/Doors: Incl. w / Base
 Windows: Incl. w / Base
 HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall
 Struc Floor: Incl. w/ Base
 Floor Cover: Carpet
 Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC
 PLUMBING.....Sink-Kitchen (2)

Commercial Building 1 of 1 Addition 3 -- Bars and Lounges (303)
 DBA: AEROPLANE INN

STRUCTURE....1 story 112 base SF 0 bsmt SF
 Year Built: 2006 Eff Year: 2006 Condition: Normal
 VERTICALS....Ext Wall: Wood - Frame
 Int Wall: Drywall or Equiv.
 HORIZONTALS..Basement: Incl. w / Base
 Roof: Asph. Shingle/ Wood Dk
 Ceiling: Drywall

Struc Floor: Incl. w/ Base
 Floor Cover: Vinyl Sheet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC

YARD EXTRAS..Paving 1,400 SF, Concrete Parking
 Garage 1,008 SF, Frame
 Shed 80 SF, Frame



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



28935 OLD LINCOLN HWY, STUEVE, TIMOTHY J-GENEVIEVE R, 1 07/08/2020

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



600ft x 600ft

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](#)

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 18, 2022

ESTABLISHMENT: **RENEWAL KUM & GO #23**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

Lea A Voss

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

FROM: Gina Hatcher

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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

AI Du 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: May 18, 2022

ESTABLISHMENT: RENEWAL KUM & GO #23

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

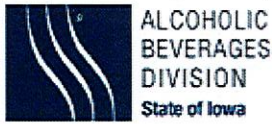
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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	✓	
	Nuisance violations		✗
	Septic system violations		✗
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner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

COMMENTS

Signature





Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go # 23	(712) 485-2153		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
29356 298th St		Neola	Pottawattamie	51559
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Avenue	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001859	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2022	June 30, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

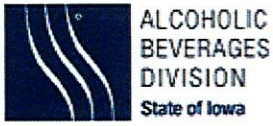
NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tanner Krause	Des Moines	Iowa	50309	CEO	0.00	Yes
Reed Rainey	Des Moines	Iowa	50309	COO	0.00	Yes
Brian Beckett	Des Moines	Iowa	50309	CFO	0.00	Yes
Charles Campbell	Des Moines	Iowa	50309	Secretary	0.00	Yes
Krause Group LTD	Des Moines	Iowa	50309	Shareholder	100.00	Yes
Jody Deiter						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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

7742 25 400 007

--- Permanent Property Address ---
A R C KGNLAIA001 LLC
29356 298TH ST
NEOLA, IA 51559

----- Mailing Address -----
A R C KGNLAIA001 LLC
C/O KRAUSE GATEWAY CENTER /ASSET MGR
1459 GRAND AVE
WEST DES MOINES, IA 50309

=====
District: 064 NEOLA TWP/TRI-CENTER SCH

=====
REAL ESTATE TAXES ON TREASURER'S WEBPAGE
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774225400007>

=====
TAX DESCRIPTION*
* Not to be used on legal documents

NEOLA TWP 25-77-42 COMM 965.10'S & 92.5'W E1/4 COR TH N326.62' NWLY86.66' SWLY703.18'
S193.85'E692.17' TO POB NE SE

=====
ASSESSED VALUE
* Class is for Assessment purposes only - Not Zoning

Current Value					
2022	Comm. Land	Improvement	Total	Class	
Full Value	\$173,100	\$762,100	\$935,200	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$173,100	\$762,100	\$935,200	C	
Prior Year Value					
2021	Comm. Land	Improvement	Total	Class	
Full Value	\$173,100	\$762,100	\$935,200	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$173,100	\$762,100	\$935,200	C	

=====
EXEMPTIONS/CREDITS APPLIED
OWNERS

* Book/Page LINKS TO RECORDER'S WEBPAGE
1 D A R C KGNLAIA001 LLC book/page: [2010/15810](#) D

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page
11/04/2010	1529144	D29	2010/15810
04/23/2009	100000	D050	2009/13648

=====
ASSESSMENT DATA

PDF: 10 MAP: NEOLA TWP COMM-10

Date Reviewed: 12/22/20 MEC

LAND.....227818 sqFt 5.23 acres

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

DBA: KUM & GO

STRUCTURE....1 story 3312 base SF 0 bsmt SF 3312 gross SF

Year Built: 2003 Eff Year: 2003 Condition: Very Good

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

Brick Veneer
Decorative Block - Split Face

Int Wall: Drywall or Equiv.

Glassboard Paneling

Front/Doors: Good Cost Front

Windows: Comm. Steel Sash

HORIZONTALS..Roof: Incl. w / Base

Ceiling: Drywall

Struc Floor: Concrete

Floor Cover: Asphalt Tile

Ceramic

Framing: Wood - Average
HVAC: Combination FHA - AC

PLUMBING.....3-Fixture Bathroom (2)

Lavatory (1)

Water Closet (1)

ADJUSTMENTS..Interior Restaurant (3312)

BLDG EXTRAS..1 Canopy: 36 SF, Metal

1 Canopy: 192 SF, Metal

1 Cold Storage: 400 SF, Cooler, 0 SFSA Door, No Door

YARD EXTRAS..Paving 7,464 SF, Concrete Parking

Paving 41,550 SF, Asphalt Parking

4 Yard Lighting - Mercury 1 Poles, 15 Pole Ht, 2 Lights, 400 Watts

Canopy - Lighted 1,200 SF, Steel

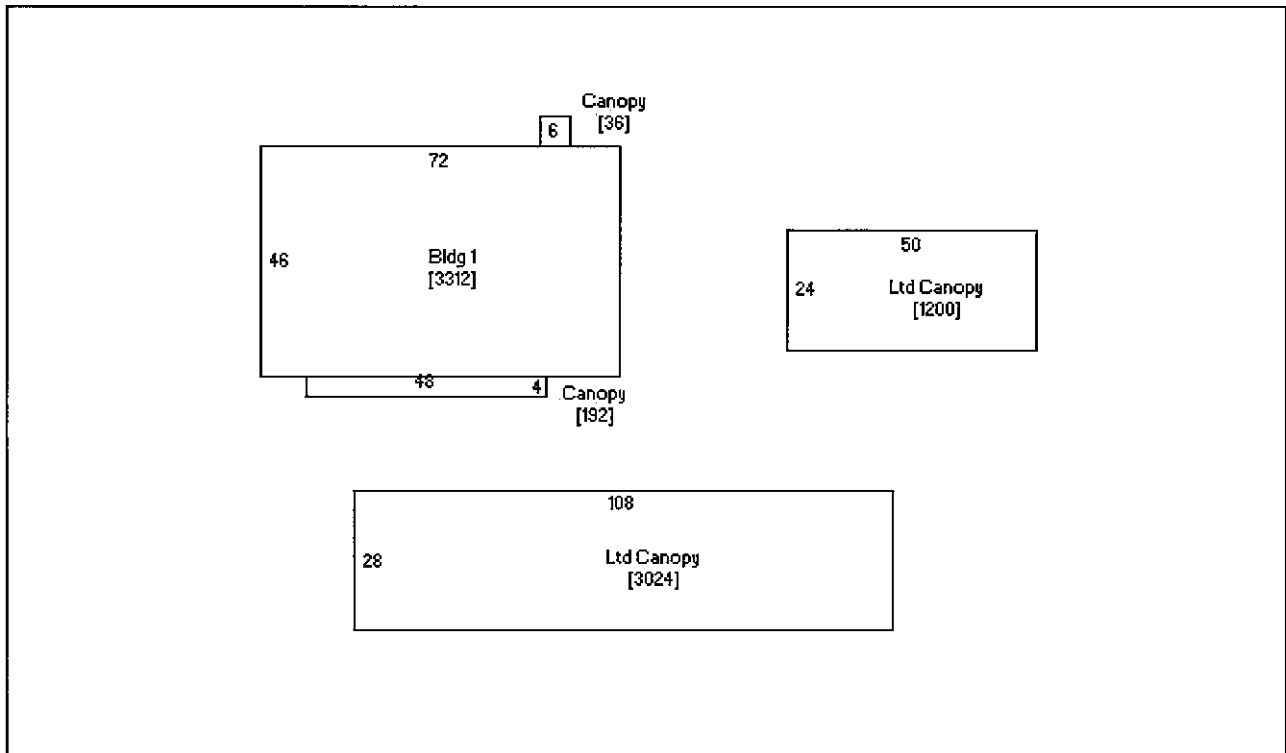
3 Tank - Underground Fiberglass-Db1 Wall, 12,000 Gal, 4 Pump Stations

Tank - Underground Fiberglass-Db1 Wall, 10,000 Gal, 4 Pump Stations

Tank - Underground Fiberglass-Db1 Wall, 8,000 Gal, 4 Pump Stations

3 Yard Lighting - Mercury 1 Poles, 15 Pole Ht, 1 Lights, 400 Watts

Canopy - Lighted 3,024 SF, Steel



29356 298TH ST, A R C KGNLAIA001 LLC



29356 298TH ST, A R C KGNLAI A001 LLC, 1 12/01/2020

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



1200ft x 1200ft

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

Amber Mohr/Avoca Main Street

**Discussion and/or decision to approve
funding request in the amount of \$3,000.**



2014-2022

•
PROGRAM
HIGHLIGHTS

The Mission of Avoca Main Street is to sustain our downtown district as the economic, cultural, and social center of our community by utilizing the four point approach of Main Street America.

Avoca Main Street

mainstreet@cityofavoca.com

712.307.0172

Economic Revitalization – supporting businesses & entrepreneurs

Twenty new businesses have opened in the district since 2014 and net thirty new jobs. In 2017 Avoca Main Street is administered four \$10,000 matching grants for new business start-ups. In 2019 we received Advanced Market Research services to identify and recruit entrepreneurs to fill service gaps in our available properties. In 2020 we reached our \$2,000,000 benchmark of investment in the district. In 2021 we partnered with the City of Avoca Urban Renewal Board to get emergency funds to businesses who were left behind by relief fund programs and kept at least two businesses open through the disaster. In 2021, The Avoca Flower Shop successfully competed for the Open 4 Business Grant and received first-runner up funding totaling \$18,000.

Promotion – creating markets & customers

Avoca Main Street has successfully hosted a Farmers Market since 2014, providing social engagement for residents and vending opportunities for entrepreneurs. The Avoca Main Street Longest Table brings 100 diners together to celebrate our Main Street and our local food culture since 2015, and was recognized as Exceptional Special Event by the Main Street Iowa Awards in 2019 and as Outstanding Rural Event at the 2020 Iowa Tourism Awards. In 2021 we organized a Once in a Lifetime Zip Code Day on 5-15-21 that brought hundreds of customers into the district and tens of thousands of dollars of economic activity in a few hours.

Design – cultivating places & spaces

Since 2014, over \$2,900,000 has been invested by the private sector in property improvements in thirty-nine properties in the district. A \$75,000 Challenge Grant was awarded for façade improvements at 152 S. Elm, which won 2018 Excellent Exterior Renovation from Main Street Iowa. Over 50 historic properties were researched for the 150th anniversary downtown banner project, and a successful Avoca 150th downtown window decorating contest was nominated for a Main Street Iowa award. In 2020 another \$75,000 Challenge Grant was awarded for the Edward Carroll Building Project. In 2021, Raddberry's Bakery & Café received \$100,000 in Challenge Grant funds and three other properties utilized Design services for interior renovations.

Organization – stimulating partners & opportunities

Our Organization Committee maintains the annual investment drive and seeks partners to meet organizational goals. In 2019 we secured \$43,000 in technical assistance grants. In 2020 we worked with Trees Forever on a Community Visioning Grant that will improve safety, access, landscaping, environmental solutions to disaster mitigation, and business/residential expansions. Some of these plans are already engaged in public/private partnership proposals. In 2022, we began work partnering with Wellmark's Healthy Hometowns to further community goals that promote a safe environment and diverse healthy options for our downtown customers. We are currently administering \$193,000 in grant funds to assist downtown businesses in their expansion, renovation, and preservation plans.

Avoca Main Street, Inc.

PO Box 357
Avoca, IA 51521

INVOICE

DATE May 17, 2022

TO
Pottawattamie County Board of Supervisors

FOR Annual Investment Drive

Description	Amount
2022 Avoca Main Street Investment	\$3,000.00
Total	\$3,000.00

Make all checks payable to Avoca Main Street, Inc.

THANK YOU FOR YOUR SUPPORT!

Mark Shoemaker/Director,
Conservation

**Discussion and/or decision on
Pottawattamie County Conservation Peace
Officers Retiree Health Insurance proposal.**

**PROPOSED
Pottawattamie County Conservation Peace Officers
(Protected Class IPERS)
RETIREE HEALTH INSURANCE**

A Park Officer or a Certified Conservation Peace Officer who earns IPERS as protected class who retires under normal IPERS and is at least age 55 may choose to continue in the County's primary health insurance program and receive insurance coverage as provided for retirees until they reach their 65th birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee's continuous years of service with Pottawattamie County Conservation and their sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage only in accordance with the following schedule.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Single Premium Rate Paid by County</u>
20 Years	920 - 960 hours	100% of active rate
15 Years	920 - 960 hours	75%
10 Years	920 - 960 hours	50%
20 Years	750 – less than 920	75%
15 Years	750 – less than 920	50%
10 Years	750 – less than 920	25%
20 Years	600 – less than 750	50%
15 Years	600 – less than 750	25%
10 Years	600 – less than 750	15%

Eligible employees must be enrolled in County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elect's family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative changes results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modifications of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County's retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

Year	Premium	4% Increase	Total	78-121	78-125	78-126	78-124	78-123	78-122	Budget increase	Sick @ 50%	Sick @ 100%
2021	\$ 8,613.24	\$ 344.53	\$ 8,957.77									
2022	\$ 8,957.77	\$ 358.31	\$ 9,316.08									
2023	\$ 9,316.08	\$ 372.64	\$ 9,688.72									
2024	\$ 9,688.72	\$ 387.55	\$ 10,076.27									
2025	\$ 10,076.27	\$ 403.05	\$ 10,479.32							\$ 10,479	25000	50000
2026	\$ 10,479.32	\$ 419.17	\$ 10,898.50							\$ 21,797	19000	38000
2027	\$ 10,898.50	\$ 435.94	\$ 11,334.44							\$ 22,669		
2028	\$ 11,334.44	\$ 453.38	\$ 11,787.81							\$ 23,576		
2029	\$ 11,787.81	\$ 471.51	\$ 12,259.33	\$ 54,576.34						\$ 24,519		
2030	\$ 12,259.33	\$ 490.37	\$ 12,749.70		\$ 56,759.40					\$ 12,750		
2031	\$ 12,749.70	\$ 509.99	\$ 13,259.69							\$ 13,260	21000	42000
2032	\$ 13,259.69	\$ 530.39	\$ 13,790.07							\$ 13,790		
2033	\$ 13,790.07	\$ 551.60	\$ 14,341.68							\$ 14,342		
2034	\$ 14,341.68	\$ 573.67	\$ 14,915.34							\$ 29,831	22500	45000
2035	\$ 14,915.34	\$ 596.61	\$ 15,511.96			\$ 69,056.48				\$ 29,257		
2036	\$ 15,511.96	\$ 620.48	\$ 16,132.44							\$ 16,132		
2037	\$ 16,132.44	\$ 645.30	\$ 16,777.73							\$ 16,778		
2038	\$ 16,777.73	\$ 671.11	\$ 17,448.84				\$ 77,679.15			\$ 17,449		
2039	\$ 17,448.84	\$ 697.95	\$ 18,146.80						\$ 24,000.00	\$ 24,000	24000	48000
2040	\$ 18,146.80	\$ 725.87	\$ 18,872.67							\$ -		
2041	\$ 18,872.67	\$ 754.91	\$ 19,627.58							\$ -		
2042	\$ 19,627.58	\$ 785.10	\$ 20,412.68							\$ -		
2043	\$ 20,412.68	\$ 816.51	\$ 21,229.19							\$ -		
2044	\$ 21,229.19	\$ 849.17	\$ 22,078.35							\$ -		
2045	\$ 22,078.35	\$ 883.13	\$ 22,961.49							\$ -		
2046	\$ 22,961.49	\$ 918.46	\$ 23,879.95							\$ 23,880	30500	61000
2047	\$ 23,879.95	\$ 955.20	\$ 24,835.15							\$ 24,835		
2048	\$ 24,835.15	\$ 993.41	\$ 25,828.55							\$ 25,829		
2049	\$ 25,828.55	\$ 1,033.14	\$ 26,861.69							\$ 26,862		
2050	\$ 26,861.69	\$ 1,074.47	\$ 27,936.16					\$ 124,366.83		\$ 27,936		
			sick pay 50%	\$ 25,000.00	\$ 19,000.00	\$ 21,000.00	\$ 22,500.00	\$ 30,500.00	\$ 24,000.00			
			sick pay 100%	\$ 50,000.00	\$ 38,000.00	\$ 42,000.00	\$ 45,000.00	\$ 61,000.00	\$ 48,000.00			

ARTICLE 19
RETIREE HEALTH INSURANCE
Current Detention Officer

A Detention Officer who retires under normal IPERS and is at least age 55 may choose to continue in the County's primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65th birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee's continuous years of service with the Pottawattamie County Sheriff's Office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage only in accordance with the following schedule.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Single Premium Rate Paid by County</u>
20 Years	1,000 - 1,040 hours	100% of active rate
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elect's family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative changes results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modifications of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County's retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

**Matt Wyant/Director, Planning
and Development and Maria
Sieck/Administrator, Public
Health**

**Update on fundraising for the Public
Health building.**

Leanne Gifford/Attorney

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 44-2022 entitled: Authorizing the purchase of Property and designating the Board Chair as the Authorized Representative to sign any necessary documents to effectuate said Purchase.

RESOLUTION NO. 44-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AND DESIGNATING THE BOARD CHAIR AS THE AUTHORIZED REPRESENTATIVE TO SIGN ANY NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE.

WHEREAS, on May 31, 2022, the Pottawattamie County Board of Supervisors met in open session to discuss the purchase of property from Jill Fischer and Roger Olsen, specifically:

See attached legal description.

WHEREAS, the purchase of this property is in the best interest of Pottawattamie County and will be used to continue the county trail system along Railroad Highway for the enjoyment of all citizens of, and visitors to, Pottawattamie County.

WHEREAS, the acquisition of this property was discussed at a Public Hearing of the Pottawattamie County Board of Supervisors on June 8, 2021.

WHEREAS, following the Public Hearing, the County and the current owners have been engaging in negotiations pursuant to Iowa Code 6B.2B and have settled on a purchase price of \$84,370, which is within the range of value allowed to be paid under Iowa Code Chapter 6B.

WHEREAS, the current owners will be conveying the property by virtue of a Quitclaim Deed, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Permanent Easement to allow them access to contiguous farmland, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Temporary Easement to allow them to harvest hay from the property for the next five growing seasons, an unsigned copy of which is attached hereto.

THEREFORE, BE IT RESOLVED by the Pottawattamie County Board of Supervisors that:

1. The Pottawattamie County Board of Supervisors is authorized to purchase the abovementioned property on behalf of Pottawattamie County.
2. Board Chair Tim Wichman is designated as the Authorized Representative of the Pottawattamie County Board of Supervisors and is empowered to sign any and all documents necessary to effectuate said purchase.

DATED this 31 day of May, 2022.

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ 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 J. Houser, County Auditor

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Roger E. Olsen, Patricia J. Olsen and Andrew J. Fischer, Jill A. Fischer

Grantees: Pottawattamie County, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of _____ Dollar(s) and other valuable consideration, Roger E. Olsen and Patricia J. Olsen, husband and wife, and Andrew J. Fischer and Jill A. Fischer, husband and wife, do hereby Quit Claim to Pottawattamie County, Iowa all our right, title, interest, estate, claim and demand in the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment "A"

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____.

Roger E. Olsen, Grantor

Patricia J. Olsen, Grantor

Andrew J. Fischer, Grantor

Jill A. Fischer, Grantor

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the _____ day of May, 2022 by Roger E. Olsen and Patricia J. Olsen, as husband and wife.

Signature of Notary Public

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the _____ day of May, 2022 by Andrew J. Fischer and Jill A. Fischer, as husband and wife.

Signature of Notary Public

ATTACHMENT "A"

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 2, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'47" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 637.05 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAILROAD HIGHWAY (FORMERLY IOWA HIGHWAY NO. 191) AND POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'47" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 77.54 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY SHIPPER'S CONSORTIUM, INC. RAILROAD); THENCE SOUTH 38°05'00" WEST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 1089.84 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HANIE AVENUE; THENCE NORTH 37°45'30" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID HANIE AVENUE, A DISTANCE OF 40.15 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT ALSO, BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY; THENCE NORTH 1°13'50" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 36.40 FEET; THENCE NORTH 38°07'55" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 1004.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.490 ACRES, MORE OR LESS.

NOTE: THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER IS ASSUMED TO BEAR SOUTH 89°51'47" EAST FOR THIS DESCRIPTION.

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 2, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'47" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 637.05 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAILROAD HIGHWAY (FORMERLY IOWA HIGHWAY NO. 191) AND POINT OF

BEGINNING; THENCE CONTINUING SOUTH 89°51'47" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 77.54 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY SHIPPER'S CONSORTIUM, INC. RAILROAD); THENCE NORTH 38°06'20" EAST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 949.13 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 1°34'52" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER, A DISTANCE OF 94.73 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY; THENCE SOUTH 38°08'21" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 1069.73 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.409 ACRES, MORE OR LESS.

NOTE: THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IS ASSUMED TO BEAR SOUTH 89°51 '47" EAST FOR THIS DESCRIPTION.

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 2, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 2; THENCE SOUTH 89°55'37" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 388.15 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAILROAD HIGHWAY (FORMERLY IOWA HIGHWAY NO. 191) AND POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°55'37" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 76.35 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY SHIPPER'S CONSORTIUM, INC. RAILROAD); THENCE SOUTH 38°06'20" WEST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 727.08 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 1°34'52" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 94.73 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY; THENCE NORTH 38°08'21" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 607.14 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.924 OF AN ACRE, MORE OR LESS.

NOTE: THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IS ASSUMED TO BEAR SOUTH 89°55'37" EAST FOR THIS DESCRIPTION.

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 2, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 2; THENCE SOUTH 89°55'37" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 388.15 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAILROAD HIGHWAY (FORMERLY IOWA HIGHWAY NO. 191) AND POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°55'37" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 76.35 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY SHIPPER'S CONSORTIUM, INC. RAILROAD); THENCE NORTH 38°06'20" EAST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 1340.83 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 1°27'13" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 113.97 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY; THENCE SOUTH 42°46'07" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 108.59 FEET; THENCE SOUTH 33°24'57" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 331.75 FEET; THENCE SOUTH 38°46'06" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 476.88 FEET; THENCE SOUTH 38°08'21" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 560.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.996 ACRES, MORE OR LESS.

NOTE: THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR SOUTH 89°55'37" EAST FOR THIS DESCRIPTION.

**EASEMENT
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Pottawattamie County, Iowa

Grantees: Roger E. Olsen and Jill A. Fischer

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



PERMANENT EASEMENT

For the consideration of _____ Dollar(s) and other valuable consideration, Pottawattamie County, Iowa, Grantor, does hereby grant an Easement to Roger E. Olsen and Jill A. Fischer, Grantees, does hereby grant an Easement as further described below to the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment “A” (herein the “Easement Area”).

Conditions of easement:

1. Grantor/Pottawattamie County, for itself and its successors, and assigns, does hereby grant unto the Grantees/Jill A. Fischer and Roger E. Olsen, for the Grantees' benefit, and for the benefit of the Grantees' respective heirs, successors, and assigns, a perpetual access easement for ingress and egress from the public road commonly known Hanie Avenue lying South of the real estate conveyed from the Grantor to the Grantees to the portion of Grantees' Real Estate located West of the former R.R. R.O.W. in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 75 North, Range 43 West of the 5th P.M., all over and across the following described real estate for agricultural purposes including, but not limited to, moving Grantees' farm equipment.

2. The easement herein granted to the Grantees and the Grantees' respective heirs, successors, and assigns is not an exclusive easement and the Grantor and the Grantor's successors, and assigns shall have the right to use the Easement Area in any manner that does not interfere with Grantees' and the Grantees' respective heirs, successors, and assigns' exercise of the rights granted under this Agreement.

3. Grantor shall be responsible for maintenance and repair of the Easement Area at Grantor's expense. Notwithstanding the foregoing provisions of this paragraph, if either Grantees and Grantees' heirs, successors and assigns or Grantors and Grantors' successors and assigns shall cause any injury or damage to the Easement Area that requires the completion of repairs to the Easement Area, the party causing the injury or damage to the Easement Area shall be responsible for 100% of the repairs to the Easement Area required due to such injury or damage and either party may complete such required repairs.

4. If either party shall fail to comply with the terms of this agreement, this easement shall not terminate but the other party may bring an action at law or in equity to enforce the terms and conditions of this easement, recover damages, including reasonable attorney fees, and to seek any other remedy as may be permitted by law. The successful party in any action brought to require the compliance with the terms hereof, to enforce the terms hereof, to seek damages for violation of the terms hereof or to obtain a judicial declaration as to any of the terms hereof shall be entitled to collect reasonable attorney fees from the other party.

Dated: _____.

Tim Wichman, Board Chair, on behalf of
Pottawattamie County, Iowa

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the ____ day of May, 2022 by Tim
Wichman, Chairperson of the Board of Supervisors of Pottawattamie County, Iowa.

Signature of Notary Public

ATTACHMENT "A"

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 2, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'47" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 637.05 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAILROAD HIGHWAY (FORMERLY IOWA HIGHWAY NO. 191) AND POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'47" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 77.54 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY SHIPPER'S CONSORTIUM, INC. RAILROAD); THENCE SOUTH 38°05'00" WEST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 1089.84 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF HANIE AVENUE; THENCE NORTH 37°45'30" WEST, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID HANIE AVENUE, A DISTANCE OF 40.15 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT ALSO, BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY; THENCE NORTH 1°13'50" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 36.40 FEET; THENCE NORTH 38°07'55" EAST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD HIGHWAY, A DISTANCE OF 1004.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.490 ACRES, MORE OR LESS.

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**TEMPORARY EASEMENT
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Pottawattamie County, Iowa

Grantees: Roger E. Olsen and Jill A. Fischer

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



TEMPORARY EASEMENT

For the consideration of _____ Dollar(s) and other valuable consideration, Pottawattamie County, Iowa, Grantor, does hereby grant to Roger E. Olsen and Jill A. Fischer, Grantees, a Temporary Easement as further described below to the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment “A” (herein the “Easement Area”).

Conditions of easement:

1. Grantor/Pottawattamie County, for itself and its successors, and assigns, does hereby grant unto the Grantees/Jill A. Fischer and Roger E. Olsen, for the Grantees' benefit, and for the benefit of the Grantees' respective heirs, successors, and assigns, a temporary easement for entry onto the Easement Area property for the purpose of harvesting hay which is growing on the Easement Area property as of the date of conveyance.

2. The easement herein granted to the Grantees and the Grantees' respective heirs, successors, and assigns shall expire at the end of the next five (5) hay growing seasons which is expected to be on or about October 31, 2026, provided, however, that there will be no new planting of hay after the date of conveyance.

Dated: _____.

Tim Wichman, Board Chair, on behalf of
Pottawattamie County, Iowa

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the ____ day of May, 2022 by Tim Wichman, Chairperson of the Board of Supervisors of Pottawattamie County, Iowa.

Signature of Notary Public

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Other Business

Discussion and/or decision to approve and authorize Chairman to sign Rural Transit System Joint Participation Agreement with SWIPCO; and approve funding request in the amount of \$6,000.

RURAL TRANSIT SYSTEM JOINT PARTICIPATION AGREEMENT

This AGREEMENT is made this ____ day of _____, 2022 by and between the Southwest Iowa Planning Council (hereinafter SWIPCO) with its office in Atlantic, Iowa and Pottawattamie County (hereinafter County).

WHEREAS, SWIPCO has been approved by County, a participant in Transit Region 13, to establish a regional transit system according to Iowa Administrative Code 761, Chapter 910, Public Transit Division; and

WHEREAS, County is desirous of operating a rural transit system for the general public, and has delegated its authority regarding actual operation of said system to SWIPCO.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree and contract as follows:

1. The purpose of this Agreement is to provide for the operation of a rural transit system for use by the general public within the designated geographical area with each party to this Agreement assuming their respective responsibilities determined by this Agreement.
2. This Agreement is subject to the conditions expressed in the annual agreement between SWIPCO and the Iowa Department of Transportation, Office of Public Transit, for the operation of a Regional Transit Authority with SWIPCO as Transit Director.
3. SWIPCO shall serve as Transit Director and shall have general authority and responsibility for operation of the rural transit system unless otherwise provided in this Agreement. Said responsibility and authority shall include, but not be limited to:
 - a. Operation of any vehicle under this program, including collection of the established fee per Rider for use of the vehicle.
 - b. Supervision of persons employed to operate any vehicle under this program.
 - c. Maintenance and insurance of any vehicle operated under this program.
 - d. Maintenance of the books and records regarding local operation of this rural transit system.
 - e. Establishment of the general operational budget on an annual basis.
4. County shall be a participant in the operation of this rural transit system under the general direction of SWIPCO as provided above, and shall:
 - a. Contribute **\$6,000.00** to the operation of this project, billable on July 1, 2022. In the event County contributes any motor vehicle, the County shall maintain title to said motor vehicle.
 - b. Provide for a member of the Transit Advisory Committee and may form a County Transit Advisory Committee, as needed.
5. All fees collected from the operation of this rural transit system shall be entered into the SWIPCO account and used for the operation of this program.
6. All users of this transit system shall pay an established fee in cash or check. Rules for the public use of the rural transit system shall be established by SWIPCO

7. All parties to this Agreement shall fulfill their responsibilities and said service shall be administered in conformance with the goals and objectives of the regional and state transit plans. All parties shall cooperate in and operate services for the eight (8) counties of Transit Region 13, including operation of the integrated transit system described in Iowa Administrative Code 761, Chapter 910, "Public Transit Division."
8. SWIPCO shall have the power as Transit Director to withhold all funds from any other party to this Agreement when it is determined by SWIPCO or the Iowa Department of Transportation that said other party is in substantial noncompliance with the conditions of this Agreement. Or, at the election of SWIPCO, SWIPCO may terminate said Agreement upon thirty (30) days written notice to the party in substantial noncompliance.
9. This Agreement shall only be modified or amended by written agreement of all parties hereto; and this Agreement may be extended from year to year by the written agreement of the parties hereto, subject to review by the Iowa Department of Transportation.
10. Any other provision of the Agreement notwithstanding, this Agreement may be terminated upon thirty (30) days written notice of termination by the terminating party upon all other parties to the Agreement and all unused funds returned to participating parties upon termination.
11. It shall be a material and substantial condition of this Agreement that this Agreement shall be effective only as long as project funding is available from the Iowa Department of Transportation or such other funding sources as may be agreed upon between the parties of this Agreement as an amendment to this Agreement.
12. No member, officer, or employee of SWIPCO or of the County during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof.
13. No party to this Agreement shall discriminate against any qualifying rider on the grounds of race, religion, sex, age, color, handicap, or national origin; and the parties to this Agreement shall, as applicable, be subject to the six (6) nondiscrimination clauses attached hereto as "Attachment A," by this reference incorporated herein and, as applicable, be observed.
14. This Agreement expresses the entire agreement between the parties hereto. No representatives, promises, or warranties have been made by any of the parties that are not fully expressed herein concerning this project.
15. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would otherwise conform to the terms and requirements of applicable law and the intentions of the parties.
16. All words used herein the singular form shall, as the context requires to achieve the intentions of this Agreement, extend to and include the plural. All words used herein the plural form shall, as the context requires to achieve the intentions of the Agreement, extend to and include the singular. All words used in any gender shall, as the context requires, extend to and include all genders.

This Agreement shall be effective from July 1, 2022, through and including June 30, 2023.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this ____ day of _____, 2022.

Southwest Iowa Planning Council

Pottawattamie County Board of Supervisors



Title: Executive Director

Title: Pottawattamie County Board Chair

Received/Filed

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

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

TRAVEL INFORMATION

Name of Employee Traveling: _____

Department: _____

Destination: _____

Date of Travel: FROM: _____ TO: _____

Name of Elected Official/Department Head Authorizing Travel: _____

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) _____

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	892
Lodging			990
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	70
Lunch	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	80
Dinner	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	145
Conf./Seminar Fee			350
Other:			
Total Estimated Cost			2527

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

Title: Travel Authorization & Reimbursement Policy
Policy Number: 302
Effective Date: 7/1/2009
Revision Date: 11/14/2017
Authorized by: Board of Supervisors

POLICY

It is the policy of Pottawattamie County to reimburse reasonable expenses for approved county related travel. This policy is meant to cover necessary travel for employment related meetings, conferences, conventions, seminars, schools of instruction or other events (hereinafter referred to as "meetings") related to an employee's position with Pottawattamie County. Reimbursement shall mean repayment to an individual or allowable charges to a County authorized credit card for county related travel expenses.

This policy does not apply to travel that is performed as a part of an employee's normal work activities.

SCOPE

This policy is applicable to all county employees including Elected Officials.

REQUEST FOR TRAVEL AUTHORIZATION

Elected Officials and Department Heads must approve all travel for their employees.

- A. Elected Officials and Department Heads are required to notify the Board of Supervisors if they have approved out of state travel for themselves or one of their employees. For the purpose of this policy, out-of-state travel does not include travel within the Omaha metropolitan area and surrounding counties to include Burt, Dodge, Washington, Saunders, Douglas, Sarpy, Cass and Lancaster Counties in Nebraska.
- B. Elected Officials and Department Heads shall submit a "Travel Notification" form to the Board of Supervisors as soon as practical however, not less than one (1) week prior to the scheduled travel out of state for each employee traveling.

- C. Elected Officials, Department Heads and Law Enforcement are not required to notify the Board of Supervisors if employees are traveling out of state for confidential investigations, litigation matters, or for travel which is a part of the employee's regular job duties.

IRS REGULATIONS - TAXABLE MEAL REIMBURSEMENTS

- A. Meal allowance per diems for employees while traveling on County business are taxable as income, according to IRS regulations if the trip does not require overnight lodging.
- B. Meal allowance reimbursement requests that are taxable shall be submitted directly to the Elected Official or Department Head for approval and for processing. Approved reimbursements will be included on the employee's payroll warrant or payroll direct deposit as taxable income.

TRAVEL EXPENSES

- A. Meeting Registration Fees
1. Registration fees for meetings are allowable expenses for reimbursement or for payment with a county credit card with Elected Official or Department Head approval. An itemized receipt for the registration fee is required.
 2. Registration fees for meetings should be paid for in advance if there is a discount provided for early registration.
 3. The County will not be responsible for penalty charges arising from the failure of the employee to cancel registration for a meeting, except when determined by the Elected Official or Department Head to be a justifiable emergency.
- B. Transportation
1. Automobile Expenses:
 - a. Employees are encouraged to use departmental or county vehicles for travel. Employees may be reimbursed for gas or any other maintenance required on the vehicle while driving for county business.
 - b. Employees driving for county business must have a valid driver's license. Employees driving their personal vehicle must have proof of insurance.

- c. Pottawattamie County may pay mileage reimbursement for travel in a personal vehicle. When a personal vehicle is used for out-of-state travel, reimbursement will be based on the cost of coach class air travel or actual mileage, whichever is less.
- d. The reimbursement rate for mileage shall be the IRS federal mileage reimbursement rate. The mileage reimbursement rate is intended to cover the costs of operating the vehicle for business purposes, including standard maintenance, repairs, taxes, gas, insurance and vehicle registration fees.
- e. All claims for mileage must show total miles traveled, dates traveled, point of departure, intermediate and final destination. Commonly used and reliable internet based map services may be used to determine mileage distances.
- f. When calculating mileage related to travel, the employee shall claim mileage utilizing the shortest distance. Rather than have the employee report to work first, the employer will allow the employee to leave from home for their meeting as long as the employee's mileage claim reflects the shortest distance between leaving from home and leaving from their work reporting location.
- g. Mileage expenses will not be reimbursed without approval of the Elected Official or Department Head if the employee was traveling on a day trip and a County vehicle was available or to same meeting location as members of the same department and the employee did not carpool.

2. Airfare Expenses:

- a. Air travel will be reimbursed at "coach" or "economy" rates. No first class tickets will be reimbursed.
- b. Documentation showing point of departure, intermediate and final destination is required. Alternate air travel arrangements (i.e., depart from other than Omaha, stay over on a Saturday night, and other similar arrangements) will be reimbursed if a cost savings to the County can be documented. If a cost savings cannot be documented, the county will only reimburse the cost of a round trip ticket at the price of the ticket at the time of purchase, if the employee chooses to alter travel arrangements.

- c. Early ticket purchase of coach airfare tickets will be allowed to take advantage of reduced costs. However, if an employee is unable to attend the meeting and fails to cancel the ticket within the proper time, or if the employee changes the flight arrangements, the employee will be responsible for the cost of the prepaid ticket or fees associated with changing flights unless approved by the Elected Official or Department Head.
- d. The County will reimburse for one piece of checked luggage only (excluding any charges for overweight luggage). Receipts are required. No additional luggage or overages will be paid.
- e. If an employee receives reimbursement fees or free airline tickets as a result of being bumped off of a flight, he or she shall report the reimbursement fee or free airline ticket to their Elected Official or Department Head upon their return to work. Expenses incurred as a result of a voluntary bump are considered personal and are not a reimbursable expense.

3. Car Rental Expenses:

- a. Individuals are permitted to rent cars in cases where local transportation is necessary if prior approval has been received from the Elected Official or Department Head.
- b. When using a rental car, the employee will be required to purchase the rental agreement in the name of POTTAWATTAMIE COUNTY, IOWA and designate the authorized driver. Only authorized county employees are allowed to drive a rental car purchased with county funds.
- c. The rental agreement will include purchasing additional insurance as provided by the rental car company which must include a loss damage waiver (collision) and supplemental liability insurance.
- d. The employee will be reimbursed for actual expenses related to the vehicle, including rental costs, insurance, fuel, parking and tolls, if any.
- e. Employees are to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

- f. Pottawattamie County will only cover car rental agreements for employees operating rental vehicles during the course and scope of their employment. The employee will be responsible for any driving infractions, fines and any deductible / damage that must be paid resulting from any accidents / incidents that occur during non-business usage or are in direct conflict with any existing County policy. The employee shall report any incident out of the ordinary which occurs with the rental vehicle to their supervisor and the County Risk Manager.

4. Parking, Tolls, Taxi and Other Necessary Expenses:

- a. Transportation costs for taxi, shuttle, public transportation, and other similar transportation may be reimbursed for county business only. Transportation for personal business is not a reimbursable expense.
- b. Tolls fees are reimbursable if they are incurred driving to and from a meeting site, to and from the airport, or from the off-site hotel to the meeting site on the actual days of the meeting.
- c. *Parking Fees:*
 - i. Parking fees may be reimbursed. .
 - ii. In instances where a reimbursement for parking meters is being claimed for which receipts are not available, reimbursement for the unsupported claim of the employee will be paid up to \$5.00 per claim. If the parking meter accepts a credit card, the employee may use this method of payment in order to substantiate the claim.
 - iii. If round trip airfare is available and the employee voluntarily elects to drive his/her personal vehicle, reimbursement for parking fees, shall not exceed the cost of a round-trip airfare less any mileage reimbursement (i.e. parking fees, plus mileage shall not be greater than the cost of airfare).

5. Lodging

- a. Lodging may be reimbursable for travel of 50 miles or more from the employee's residence with Elected Official or Department Head approval.
- b. Lodging reimbursement is limited to the actual cost of a single room plus applicable taxes for each employee.

- c. Employees are expected to seek standard lodging accommodations that are comfortable, convenient, meet business needs, and offer the best and lowest value.
- d. Travelers are encouraged to ask for the discounted rate when making reservations (i.e., the governmental, educational or corporate rate).
- e. Reimbursement will not be made without the itemized hotel bill.
 - i. Expenses incurred for items such as in-room movies, use of health club facilities, personal calls, are not considered lodging and will not be reimbursed.
 - ii. Expenses for laundry cleaning and pressing may be reimbursed if authorized by the Elected Official or Department Head.
 - iii. Alcohol, social activities or expenses incurred for personal services will not be reimbursed.
 - iv. Expenses incurred for wifi/internet will be allowed only when required for official County business.
- f. Pottawattamie County will not be responsible for penalty charges due to failure to cancel hotel registration, unless determined by the Elected Official or Department Head to be a justifiable emergency.

6. Meals

- a. Employees may be provided meal allowances when traveling on County business.
- b. Reimbursement for meals and incidental expenses shall not exceed the federal per diem rate based on the city/county location of the traveler's destination. (Meal tips and other incidental expenses are included in the per diem. Alcohol is not a reimbursable expense.) Cities/Counties not specifically listed on the federal per diem will be reimbursed at the standard federal rate. Federal per diem rates can be found at www.gsa.gov.
- c. Whenever a meal is included in the conference fee or provided for as part of the overnight accommodations that particular meal allowance shall not be reimbursed.

- d. Meals reimbursed without an overnight stay will be taxable income to the traveler. The payment of meal expenses shall not exceed the federal guidelines of individual meal reimbursements for non-overnight travel, departures, and arrivals.
 - i. Breakfast reimbursement may be made if the employee leaves home before 6:00 A.M. or stays overnight the night before.
 - ii. Lunch reimbursement may be made if the employee is out of the County between 11:00 A.M. and 2:00 P.M.
 - iii. Dinner reimbursement may be made if the employee arrives home after 7:00 P.M.

DOCUMENTATION OF EXPENSES

1. All travel expenses must be submitted with itemized receipts. Failure to do so may result in the denial of the expense. Expenses for personal items or personal business are not eligible for reimbursement.
2. Travel expenses shall be itemized and listed on the departmental expense form. Employees are to enter the amount of the expense and an explanation or reason for the expense. (i.e.: Airfare - \$429.00, Hotel - \$235.00, Taxi from airport to hotel - \$15.00, Toll Bridge from hotel to meeting - \$2.00.)
3. Upon return from travel, the employee must complete a departmental travel expense form within five (5) working days and submit it, with receipts, to the Elected Official or Department Head for review and approval. All receipts shall be attached to the Travel Expense Form. The employee shall note whether the expense was personally paid or paid by county credit card. Mileage reimbursement may be submitted separately with the employee's regular mileage reimbursement form.
4. The Elected Official or Department Head will authorize reimbursement for approved travel expenses paid by the employee. The Elected Official or Department Head will attach a copy of the Travel Expense form and accompanying receipts to the reimbursement claim for processing.
5. The Elected Official or Department Head will authorize the payment of approved travel expenses paid for with a County credit card. The Elected Official or Department Head will attach a copy of the Travel Expense form and accompanying receipts to the credit card billing statement for processing.

6. The Elected Official or Department Head may deny an expense or a portion of the expense for reasons including but not limited to:
 - a. Failure to provide an itemized receipt where required.
 - b. Meal expenses that exceed the per diem rate for the area traveled to.
 - c. Penalty charges assessed for cancellations that are not the fault of the employer.
 - d. Any expense deemed personal, including alcohol.

7. Expense reimbursements are limited to the conference dates unless approval for early arrival or late departure is received from the Elected Official or Department Head. Expenses incurred after the conference date will be considered personal and may not be paid with county funds.

EMPLOYMENT INTERVIEWS

Pottawattamie County Elected Officials and Department Heads may authorize travel, lodging and meal expense for one employment interview per applicant who is not a current resident or employee of the County.

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

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

TRAVEL INFORMATION

Name of Employee Traveling: _____

Department: _____

Destination: _____

Date of Travel: FROM: _____ TO: _____

Name of Elected Official/Department Head Authorizing Travel: _____

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) _____

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	892
Lodging			990
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	70
Lunch	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	80
Dinner	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	145
Conf./Seminar Fee			350
Other:			
Total Estimated Cost			2527

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

Title: Travel Authorization & Reimbursement Policy
Policy Number: 302
Effective Date: 7/1/2009
Revision Date: 11/14/2017
Authorized by: Board of Supervisors

POLICY

It is the policy of Pottawattamie County to reimburse reasonable expenses for approved county related travel. This policy is meant to cover necessary travel for employment related meetings, conferences, conventions, seminars, schools of instruction or other events (hereinafter referred to as "meetings") related to an employee's position with Pottawattamie County. Reimbursement shall mean repayment to an individual or allowable charges to a County authorized credit card for county related travel expenses.

This policy does not apply to travel that is performed as a part of an employee's normal work activities.

SCOPE

This policy is applicable to all county employees including Elected Officials.

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- c. Whenever a meal is included in the conference fee or provided for as part of the overnight accommodations that particular meal allowance shall not be reimbursed.

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Public Comments

Closed Session