

Consent Agenda

October 25, 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 Schultz, and second by Shea, to approve:

- A. October 18, 2022, Minutes as read.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to approve and authorize Board to sign lease renewal with the City of Avoca and Newtown Avoca Historical Society for the Avoca Courthouse 2-year lease at \$15,000 per year.

UNANIMOUS VOTE. Motion Carried.

Discussion was held by the Board with the City of Carter Lake regarding small town needs. Discussion only. No action taken.

Oscar Duran/Executive Director, Municipal Housing Agency appeared before the Board to give an update on housing challenges in our community. Discussion only. No action taken.

Motion by Shea, second by Grobe, to approve Second Consideration of Ordinance No. 2022-06, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) to a Class C-2 (General Commercial) District; and to adopt Ordinance No. 2022-06 into law. Said Ordinance is laid out as follows:

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2022-06

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) District to a Class C-2 (General Commercial) District.

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

SECTION 1 - AMENDMENTS: That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-2 (Agricultural Production) District to a Class C-2 (General Commercial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

21-77-39 S 1/2 NW NE EXC W4.9' AC & EXC HWY

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

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ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

PASSED AND APPROVED.

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT
[] [] [] []

Tim Wichman, Chairman

_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Belt				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lynn Grobe				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Justin Schultz				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Shea				

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

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

3. OTHER BUSINESS

Motion by Schultz, second by Shea, to approve and authorize Board to sign the EBS Group Renewal effective January 1, 2023, through December 31, 2023, with a change to the Section 125 IRS maximum from \$2,850 to \$3,050 for medical annual contribution.
 UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

- A. Salary Action(s):
 - 1) SWI Juvenile Detention Center – Payroll status change for Jacklyn Moore.

5. PUBLIC COMMENTS

No Public Comments.

6. CLOSED SESSION

Motion by Belt, second by Schultz, to go into Closed Session pursuant to Iowa Code §21.5(1)(c), for discussion and/or decision on pending or potential 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. BUDGET STUDY SESSION

- A. Mitch Kay/Director, Finance and Budget – Budget Study Session.

8. ADJOURN

Motion by Shea, second by Belt, to adjourn meeting.
 UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:20 P.M.

 Tim Wichman, Chairman

ATTEST: _____
 Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 1, 2022
 PUBLISH: X

Scheduled Sessions

Discussion and/or decision to approve and authorize the Board to sign **Resolution No. 69-2022** entitled: RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS.

RESOLUTION NO. 69-2022

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Pottawattamie County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Pottawattamie County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm’s way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Pottawattamie County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Pottawattamie County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Pottawattamie County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Dated this 1st Day of November, 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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				

ATTEST: _____
Melvyn Houser, County Auditor

Discussion with the City of Avoca regarding small town needs.

John Rasmussen/Engineer

Set public hearing for disposal of county property for
November 15, 2022, at 9:00 A.M.

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

Discussion and/or decision to approve and authorize the Board to sign Agreement for Service between MAPA and Pottawattamie County for flood property acquisitions.

October 12, 2022

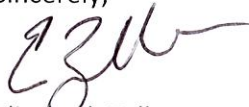
Pottawattamie County
Attn: Pam Kalstrup
Courthouse Annex
223 South 6th Street
Council Bluffs, IA 51501

Re: 23PCPA02-HSEMD

Ms. Kalstrup

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

Sincerely,



Elizabeth Zeller
Administrative Assistant
Encl.

AGREEMENT COVER PLATE

AGREEMENT IDENTIFICATION

1. Agreement Number: 23PCPA02
2. Project Number and Title: HSEMD Acquisition Program – Administrative Services on the Pottawattamie County Acquisition Project for Community Development Block Grant Disaster Recovery Funds (CDBG-DR)
3. Effective Date: Upon Execution by Parties
4. Completion Date: 12/19/2023

AGREEMENT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
6. Pottawattamie County
227 S. 6th Street
Council Bluffs, Iowa 51501

ACCOUNTING DATA

7. Agreement - 8 Properties @ \$750 per property, not to exceed \$6,000

DATES OF SIGNING

8. Date of MAPA Approval – 10-12-22
9. Date of Pottawattamie County Approval – _____

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AGREEMENT FOR SERVICE**

**IEDA CDBG-DR PROPERTY ACQUISITION - ADMINISTRATIVE SERVICES ON THE POTTAWATTAMIE
COUNTY ACQUISITION PROJECT**

This Agreement is between the Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "Planning Agency", and Pottawattamie County, 227 S 6th St, Council Bluffs, IA 51501, hereinafter referred to as "County", with the two collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to engage the Planning Agency to render certain services, hereinafter described.

NOW THEREFORE, the Parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The County hereby agrees to engage Planning Agency, and Planning Agency hereby agrees to perform the services hereinafter set forth.
2. Scope of Services. The Planning Agency shall perform all necessary services required to carry out the Agreement as set forth in **Exhibit 1: Scope of Services**. As part of this Scope of Services, required federal contract language has been attached and is considered to be part of and enforceable under this Agreement.
3. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit 1: Scope of Services.

All of the services required herein shall be performed by the Planning Agency or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Agreement shall be subcontracted by the Planning Agency without prior written approval by the County.

4. Time of Performance. The services of the Planning Agency shall commence upon execution of this Agreement, which shall occur upon signature of the Parties; and services shall cease upon completion in accordance with Exhibit 1: Scope of Services, or on December 19th, 2023, whichever occurs first.
5. Compensation. County agrees to compensate the Planning Agency for professional services rendered for the **acquisition of up to eight (8) properties, in an amount of \$750.00 per property acquired, and not to exceed total compensation of \$6,000.00.**

6. Method of Payment. The Planning Agency will request one payment for all compensation earned under this Agreement upon completion of services or upon the expiration date of this Agreement. County shall remit payment for satisfactory completion of services within thirty (30) days following receipt of request for payment by Planning Agency.
7. Records. The Planning Agency shall maintain records, including supporting documentation, for three (3) years from final payment by the County for this Agreement. At any time during normal business hours and as frequently as is deemed necessary, the Planning Agency shall make available to the County, the Iowa Economic Development Authority, the State Auditor, the General, Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Agreement.
8. Civil Rights. The Planning Agency shall comply with the following laws and regulations:
 - a. Title VI of the Civil Rights Act of 1964 (P .L. 88-352), which states that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - c. Federal Executive Order 11063, as amended by Executive Order 12259, Equal Opportunity Housing.
 - d. Iowa Civil Rights Act of 1965, which mirrors the Federal Civil Rights Act.
 - e. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.), which provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - g. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794), which provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
 - h. Americans with Disabilities Act (P.L. 101-336,42 U.S.C. 12101-12213), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
 - i. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u), the purpose of which is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
9. Termination for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective

date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the County, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.


10. Termination for Convenience of the County. The County may terminate this Agreement at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 8 above shall, at the option of the County, become its property. If the Agreement is terminated by the County as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Planning Agency, Paragraph 8 hereof relative to termination shall apply.
11. Restriction on Lobbying. The Planning Agency certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
 - c. The Planning Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. The Planning Agency acknowledges that failure to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
12. Reporting. The Planning Agency shall provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.
13. Changes. The County may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and

between the County and the Planning Agency, shall be incorporated in written amendments to this Agreement.

14. Interest of Members of the County and Others. No employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Planning Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed.
16. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement.
17. This Agreement shall be binding on successors and assigns of either party.
18. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability.
19. Severability. Should any provisions of this Agreement be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.
20. Entire Agreement. This Agreement contains the entire agreement between the Planning Agency and the County for the purpose of providing administrative services related to the County's post-flood acquisition grant application. There are no other written or oral agreements, understandings, or Agreements that shall take precedence over the items contained herein, unless they have been made a part of this Agreement per Section 10.
21. Hold Harmless. The County shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the County for lost revenues of the County, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the County under this Agreement.

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be executed by their proper officers and representatives, as of the latest date signed.

**Omaha-Council Bluffs
Metropolitan Area Planning Agency**



Michael Helgerson
Executive Director

11-12-22

Date

Pottawattamie County

Tim Wichman, Chairperson
Pottawattamie County Board of Supervisors

Date



**EXHIBIT 1: SCOPE OF SERVICES
(IEDA CDBG-DR PROPERTY ACQUISITION - ADMINISTRATIVE SERVICES)**

The Metropolitan Area Planning Agency (Planning Agency) shall assist in the acquisition and demolition of up to 10 properties in the County of Pottawattamie (County) using Community Development Block Grant (CDBG) funds awarded by the Iowa Economic Development Authority (IEDA). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the County, including but not limited to the following activities:

HMGP PROPERTY ACQUISITIONS AND DEMOLITIONS

General

1. Assure understanding of terms and conditions of the grant agreement with IEDA .
2. Provide supervision, inspection, and other services necessary to complete the program from inception to closeout.
3. Assure compliance with other agencies, such as the State Historic Preservation Office, Department of Natural Resources, etc.
4. Update the County on the progress of a hazard mitigation project.

Project Management

1. Prepare and/or amend the Program Administrative Plan for approval by the County, as necessary.
2. Assist County in acquiring required contract and bid documents for abstracting, legal and title services, asbestos, testing, abatement, demolition, etc.
3. Participate in all agreement meetings.
4. Perform the procurement process for all activities in accordance with Federal and County regulations.
5. Assist in setting up separate non-interest bearing checking accounts and general ledger codes.
6. Prepare all necessary documents and submit, as required.
7. Coordinate with the County-contracted attorney for the necessary legal work.
8. Meet with property owners to make the offer to purchase and prepare all necessary documentation.
9. Determine relocation allowances to eligible tenants and property owners.
10. Inspect all purchased property at time of closing and demolition.
11. Monitor project compliance with FEMA regulations.
12. Monitor progress toward successful completion of the project.
13. Provide necessary documentation as verification of expended federal funds.
14. Assist in complying with all financial and audit requirements.
15. Monitor and update the County on any necessary contract or project amendments.
16. Perform close-out and assist with audit.
17. Provide other technical assistance as may be required.

Recordkeeping

1. Assist in setting up a bookkeeping system for grant funds.
2. Assist in setting up a filing system for program information maintenance.
3. Regularly monitor records.
4. Prepare payment requests and assist in disbursing funds.

5. Meet with HSEMD/FEMA/IEDA officials, as requested.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Prepare final close-out reports.

The above scope is intended to be general, but some areas may have more detailed requirements implied, but not listed. The Planning Agency will assist the County with these requirements, unless special requests are made to the Executive Director of the Planning Agency, or governing body of the grantee. The County may request additional assistance from the Planning Agency that is not specifically designated.

Discussion and/or decision to approve and authorize Chairman to sign Farm Lease with Joe Respeliars for property legally describes as: A Parcel of Land being a portion of Government Lot 7 in the South Half of the Northeast Quarter, A Portion of the Southeast Quarter, and a portion of Government Lot 6 in the Northwest Quarter of the Southeast Quarter, all in Section 23 Township 75 North, Range 44 West of the 5th Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.

Other Business

Tracy Nosekabel/Environmental Health Coordinator, Planning and Development

Discussion and/or decision to approve 2022 Weed
Commissioner's Report.



2022 WEED COMMISSIONER'S REPORT

For the County of: Pottawattamie

Submit to County Board of Supervisors by: November 1, 2022
 Return copy to the IDALS office by: December 1, 2022

Weed Commissioner's Contact Information:

Name Tracy Nosekabel	Year Appointed 2019
Address 223 S 6th St	Telephone 712-328-4859
City, Zip Code Council Bluffs, Ia, 51501	Alternate Telephone 712-328-5792
Email Address Tracy.nosekabel@pottcounty-ia.gov	Pesticide Certificate # 53182

Which of the noxious weeds have you found in your county?

- 1 – Found, a problem in my county
 2 – Found, but not a problem

- 3 – Not known in my county
 ? – If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	3	Buckhorn Plantain	2
Bull Thistle	2	Cocklebur	2
Canada Thistle	1	Curly Dock (Sour Dock)	1
Field Bindweed	2	Multiflora Rose	1
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	1
Horse Nettle	2	Puncturevine	2
Leafy Spurge	1	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	2
Perennial Sow Thistle	2	Teasel	1
Quackgrass	3	Velvetleaf (Butterprint)	1
Russian Knapweed	3	Wild Carrot	1
		Wild Mustard	1
		Wild Sunflower	1

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	2		
Purple Loosestrife	3		

Please list any other plants which are a problem or a concern in your county:

Wild Parsnip

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2022?

Yes No

If yes, what percentage of your total spray program is contracted? N/A%

If possible, please list the contract rates. \$/mile N/A

Total contract cost \$ N/A

In the past year how much did your county spend on purchasing herbicides?

\$ 0

How many times during 2022 was it necessary to serve a noxious weed notice?

Private (written) 9 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 0 Public (verbal) (DOT, DNR, CCB) 0

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2022?

10 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Environmental Health Coordinator

Weed Comm. Duties 10% IRVM Duties 0%

Other County Duties 90%

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? _____

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? *(Circle all that apply):*

Spraying Cutting Stump treatment Basal bark

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

The county has a good handle on the weeds.

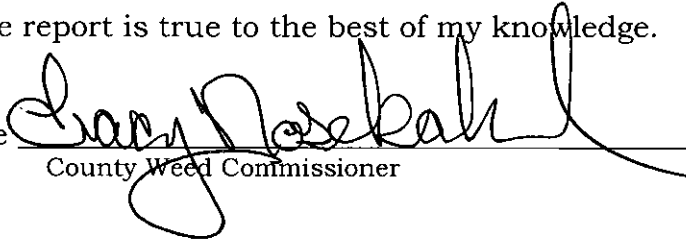
What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> <i>Milestone</i>	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

The above report is true to the best of my knowledge.

Signature



County Weed Commissioner

26 Oct 22

Date

Signature

Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

**David Bayer/Chief Information Officer,
Information Technology and/or Garfield
Coleman/Risk Manager, Risk Management**

Discussion and/or decision on funding for Multi-Factor Authentication (MFA) solution to meet insurance requirements.

IP PATHWAYS

Cloud
Platform

Managed
Services

IT
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Pottawattamie County

DUO

October 27, 2022

Proposal Summary

DUO

Prepared by:

IP Pathways - Urbandale
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Prepared for:

Pottawattamie County
David Bayer
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Council Bluffs, IA 51501
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Quote Information:

Quote #: 17461
Version: 2
Date: 10/27/2022
Expiration Date: 11/18/2022

The total amount for this 1-year term is due upon signing.

Per Cisco policy, billing begins either when provisioning is complete, or on the 30th day after the Requested Start Date.

This subscription will auto-renew for 12 months after the initial 12 month term. If you wish to cancel or modify the subscription prior to the renewal date, a 60 day advance notice to IP Pathways is required.

**If overages are consumed, you will be invoiced the following month based on consumption.*

Summary

	Amount
Cisco DUO with 1 Year Subscription	\$17,114.85
Cisco DUO Tokens	\$4,298.00
Subtotal:	\$21,412.85
Shipping:	\$30.00
Total:	\$21,442.85

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: _____

Date: _____

Proposal Detail

DUO

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*If overages are consumed, you will be invoiced the following month based on consumption.

Cisco DUO with 1 Year Subscription

SKU	Description	Qty	Price	Ext. Price
DUO-FED-SUB	Cisco Duo Federal subscription	1	\$0.00	\$0.00
DUO-MFA-FED	Cisco Duo MFA edition for Federal customers	657	\$26.05	\$17,114.85
SVS-DUO-FED-SUP-B	Cisco Duo Basic Support - Federal	1	\$0.00	\$0.00
			Subtotal	\$17,114.85

Cisco DUO Tokens

SKU	Description	Qty	Price	Ext. Price
DUO-TOKEN-10PACK	Hardware tokens for use with a Cisco Duo subscription	20	\$0.00	\$0.00
DUO-TOKEN	A hardware token used with a Duo subscription	200	\$21.49	\$4,298.00
			Subtotal	\$4,298.00

Jana Lemrick/Director, Human Resources

Discussion and/or decision to approve and authorize Board to sign Addendum to the July 1, 2022, Memorandum of Understanding between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) Local 2364-911.

ADDENDUM TO THE JULY 1ST, 2022
MEMORANDUM OF UNDERSTANDING BETWEEN POTTAWATTAMIE COUNTY AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) LOCAL 2364-911

Whereas the above parties reached a MOU on hours worked based on the 2022 labor contract effective on July 1st, 2022:

Whereas it is advantageous for both parties to amend the hours of work in the MOU of the current agreement between the above parties:

Whereas the Pottawattamie County Sheriff and AFSCME Local 2364-911 agree that the language is correct and consistent with the other Divisions of the Sheriff's Office in hours of work:

Therefore, the following language replaces Section 1 of the "Hours of Work" in MOU in the current agreement.

HOURS OF WORK

Section 1

This is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

The normal work week for Employees, other than Employees working a continuous shift, shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours.

The minimal work schedule for Employees working a continuous shift shall commence on a date to be set by the employer, in agreeance with the union, and thereafter shall continue the following schedule to wit:

1. Continuous Employees will be divided into four (4) teams:
 - a. Two (2) teams (A and B) working a shift from 0600 until 1800 each duty day
 - b. Two (2) teams (C and D) working a shift from 1800 until 0600 each duty day.
 1. Week # 1 – A and C Teams – three (3) 12 (twelve) hour shifts consisting of Monday, Tuesday and Friday on their respective team's hours.
 2. Week # 2 – A and C Teams – Four (4) 12 (twelve) hour shifts consisting of Saturday, Sunday, Wednesday and Thursday on their respective team hours.
 3. Following the two-week work schedule the work schedule will repeat itself every two (2) weeks.
 4. Week # 1 – B and D Teams – three (3) twelve (12) hour shifts consisting of Monday, Tuesday and Friday on their respective team's hours.

5. Week # 2 – B and D Teams – Four (4) twelve (12) hour shifts consisting of Saturday, Sunday, Wednesday and Thursday on their respective team’s hours.
 6. Following the two-week work schedule the work schedule will repeat itself every two (2) weeks.
2. Both parties agree that to comply with the Fair Labor Standards Act, continuous shift employees will be paid thirty-six (36) hours of regular pay for the three (3) day work week and forty (40) hours of regular pay and eight (8) hours of overtime pay for the four (4) day work week. The Employer recognizes continuous employees working a thirty-six (36) hour work week as full-time Employees for this Union Agreement and the County Employee Handbook.
 3. No Employee shall be required or ordered to work beyond sixteen (16) hours in any shift.
 4. Employees shall report to their duty assignments and remain there until the end of their shifts or until relieve by his/her shift supervisor or acting supervisor.
 - a. Employees unable to report for duty shall notify the employer as soon as possible.
 - b. Employees shall receive, when possible, a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks. The thirty (30) minute lunch period shall be a paid lunch period for continuous shift Employees. When staffing permits, Employees may combine the paid lunch break and the two (2) fifteen (15) minute breaks.
 - c. In the event the center only has minimum staffing, the Employees may take their break in the break room as time permits. Minimum staffing requirements are determined by center administration. It is understood that due to the nature of a telecommunicator’s work that there may be times that require no lunch or shortened break periods.

This MOU will be evaluated for cost effectiveness prior to the 2023/2024 fiscal year and thereafter as needed.

SO AGREED this ____ day of _____ 2022

 Pottawattamie County Board
 of Supervisors Chairman

 AFSCME/IA Council 61

Received/Filed

Office of No 044444

Pottawattamie County Treasurer

10/21/22 for September
Date 2022

Received from Pottawattamie County
Sheriffs office

Payor Pottawattamie County Sheriffs
office

Amount Seventy Seven Thousand seven
Hundred Sixty Eight Dollars ^{92/100} \$ 77,768.92

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 10/21/22

September 1, 2022		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,790.00	Weapon Permits	0001-1-05-1060-441000-000
\$74,978.92	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$77,768.92	Total Deposit	
	\$45,579.58	total check #222416
	\$32,189.34	total check #222417
	\$77,768.92	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

09/01/2022 - 09/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 09/01/2022 - 09/30/2022.

Disbursements:

Paid to Others:

State - Weapon Permit Amount 660.00

Refunds; Publication; Sales; Com 524,841.41

Subtotal 525,501.41

Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees 52,556.08

Postage 5,815.00

Transport - Officer Expenses 10,207.20

Mileage Amount 5,960.64

Report Amount 160.00

County - Weapon Permit Amount 2,790.00

Other - Subpoena 280.00

Subtotal 77,768.92

Total 603,270.33

The above information is respectfully submitted on 10/17/2022



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

09/01/2022 - 09/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 09/01/2022 - 09/30/2022.

Receipts:

Service Fees - Notary Fees; Copy Fees	42,518.45
Postage	4,451.08
Transport - Officer Expenses	10,207.20
Mileage Amount	5,941.64
Report Amount	160.00
County - Weapon Permit Amount	3,390.00
State - Weapon Permit Amount	825.00
Refunds; Publication; Sales; Com	463,432.97
Other - Subpoena	280.00
Unapplied	-50.00
Total	531,156.34

The above information is respectfully submitted on 10/17/2022



Andy Brown
Pottawattamie County, IA

Public Comments

Closed Session