

Consent Agenda

November 15, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 9:00 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 Schultz, to approve:

- A. November 8, 2022, Minutes as read.
- B. New Class C Liquor License, granting privileges of Class C Liquor License/Outdoor Service/Sunday Service for Pottawattamie County Conservation Board d/b/a Crescent Ridge Ski and Recreation Area, Honey Creek.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Schultz, second by Belt, to canvass General Election 2022, and to authorize Auditor to pay election costs.

UNANIMOUS VOTE. Motion Carried.

District Court Judge Maggie Popp Reyes appeared to swear in Elected Official Andrew Moats, Recorder.

Motion by Shea, second by Schultz, to open Public Hearing on disposal of county property. The public hearing will remain open until November 22, 2022.

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

Motion by Shea, second by Belt, to approve and authorize Board to sign **Resolution No. 70-2022** entitled: A RESOLUTION FOR CONSTRUCTION AGREEMENT BETWEEN THE CITY OF UNDERWOOD AND POTTAWATTAMIE COUNTY FOR A SECONDARY ROAD EXTENSION PROJECT.

RESOLUTION NO. 70-2022

A RESOLUTION FOR CONSTRUCTION AGREEMENT BETWEEN THE CITY OF UNDERWOOD AND POTTAWATTAMIE COUNTY FOR A SECONDARY ROAD EXTENSION PROJECT.

Consenting to and approving the plans for the improvement of the extension of Secondary Road G30 (Magnolia Road) and the Mosquito Creek Bridge within the Corporate Limits of the City of Underwood, Iowa ("City").

WHEREAS, Pottawattamie County proposes to improve Magnolia Road within the City of Underwood, Iowa in accordance with plans filed in the office of the Clerk of said City as follows:

Remove and replace pavement and reconstruct the Mosquito Creek Bridge to support turn lanes as necessitated by the current and future developments ("Project") and,

WHEREAS, the City has informed itself as to the proposed improvements and,

WHEREAS, the City recognizes the County will develop the project and the City supports the proposed improvements, the Jack Links Expansion, and grant applications made by the County for this project and,

WHEREAS, the City will receive City Bridge Funds for the Mosquito Creek Bridge (FHWA #288730) and those funds will be incorporated into the Project as applicable by the grant requirements and conditions and,

WHEREAS, either the City or the County may apply for and receive grant funding for the Project and those funds are to be utilized by the County as the lead agency insofar as these funds meet the intent and purpose of the proposed Project.

NOW, THEREFORE, BE IT RESOLVED by the said Council of the City of Underwood and Pottawattamie County hereby agree to approve the plans for the said project and consents to the proposed Project with the County as the Lead Agency. The City agrees that:

1. The City will take such legal steps and procedures to a conclusion such legal action and/or proceedings as are now or may hereafter be required.
2. To legally establish the grade lines of the street in accordance with and as shown by the Project plans, and to cause any damage accruing there from to be determined and paid pursuant to Iowa Code Section 364.15.
3. To take such steps as may be necessary to secure the consent to the removal of any trees that may interfere with the construction of the Project.

4. To remove existing and prevent future encroachments and obstructions upon streets or highways covered by the Project.
5. To remove or cause to be removed without expense to the County all water hydrants, curb boxes, electric cables, poles parking meters, traffic signals, and any other facilities or obstructions which interfere with the construction of the Project.
6. All above ground utilities shall be placed as close to the right of way line as practical.
7. Since this project may be partly financed with Federal-aid funds, the grant of which requires that he Iowa Department of Transportation (Iowa DOT) and the County comply with federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such federal laws and regulations. (Approval of the plans by the City satisfies the requirements of this paragraph.)
8. The City further agrees that within the limits of the proposed surfacing and for one foot outside thereof where the City or utility companies may be digging ditches prior to the proposed surfacing, the City will require that all backfilling and compaction of ditches shall be made in accordance with the Iowa DOT’s current Standard Specifications. The work will be subject to the approval of the County.
9. The City will, by ordinance, prohibit or restrict diagonal parking throughout the Project.

Upon completion of the Project, the City agrees that:

1. Any changes in the physical features of the Project will be authorized only after approval has been secured from the County.
2. The City will furnish and erect all traffic signage and signaling in accordance with the current Manual on Uniform Traffic Control Devices.
3. All traffic signage and signaling shall be approved by the County before placement.

Dated this 15 day of November 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 Houser, County Auditor

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

Dated this 8 day of November, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Robert Dose	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jim Pingel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Josh Madsen

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Royce Forbush				

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
JW Tiarks				

SIGNATURE: _____

Dennis Bardsley, Mayor

ATTEST: _____

Cindy Sorlien, City Administrator/Clerk

Roll Call Vote: **AYES: Dose, Pingel, Madsen, Tiarks. ABSENT: Forbush. Motion Carried.**

Motion by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 71-2022** entitled: A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO SUPPORT APPLICABLE LOCAL DEVELOPMENT BY RECONSTRUCT PORTIONS OF MAGNOLIA ROAD WITHIN THE CITY AND COUNTY JURISDICTIONS.

RESOLUTION NO. 71 – 2022

A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO SUPPORT APPLICABLE LOCAL DEVELOPMENT BY RECONSTRUCT PORTIONS OF MAGNOLIA ROAD WITHIN THE CITY AND COUNTY JURISDICTIONS.

WHEREAS, the Iowa Department of Transportation (“DOT”) sponsors a program called Revitalize Iowa’s Sound Economy (“RISE”) which was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets; and

WHEREAS, Pottawattamie County and the City of Underwood have concurrent jurisdiction of portions of Magnolia Road and Resolution XX-XXXX designates Pottawattamie County as the lead agency for this project; and

WHEREAS, the City of Underwood and Pottawattamie County desires to improve Magnolia Road with a two way left turn lane (TWLTL); and Railroad Highway Intersection to improve truck turning movements, visibility and safety; and

WHEREAS, the improvements to Magnolia Road, Railroad Highway Intersection and the Mosquito Creek Bridge are estimated to cost \$5,500,000 and qualify in whole or in part as an eligible expense under the DOT RISE Program; and

WHEREAS, Pottawattamie County will request RISE funds from the DOT in an amount of \$2,750,000; and

WHEREAS, the RISE Program requires matching funds in the amount of \$2,750,000 of which will be guaranteed in whole or part by Pottawattamie County after the application of the City of Underwood’s City Bridge Fund Grant award for the Mosquito Creek Bridge; and

WHEREAS, the Project will support traffic and future expansion of 161 acres of land for industrial development for Link Snacks Inc., as well as support and encourage the future development of 94.71 acres of land North of Magnolia Road; and

WHEREAS, the proposed improvements on Magnolia Road will continue to be dedicated to public use and adequately maintained after the improvements are made; and

WHEREAS, the road improvements constructed under this project will be the jurisdictional responsibility of Pottawattamie County and the City of Underwood as provided for in Iowa Code Section 306; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNDERWOOD to hereby endorse the RISE application to fund the improvements on Magnolia Road.

Dated this 15 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

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

Dated this 8 day of November, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Robert Dose				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Jim Pingel				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Josh Madsen				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Royce Forbush				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
JW Tiarks				

SIGNATURE: _____
Dennis Bardsley, Mayor

ATTEST: _____
Cindy Sorlien, City Administrator/Clerk

Roll Call Vote: AYES: Dose, Pingel, Madsen, Tiarks. ABSENT: Forbush. Motion Carried.

3. OTHER BUSINESS

Motion by Schultz, second by Shea, to approve the following applications made to the Assessor’s Office: Homestead (154 recommend allowed, 0 recommend disallowed), Military (21 recommend allowed, 0 recommend disallowed), Disabled Veteran Homestead (4 recommend allowed, 1 recommend disallowed), Family Farm (9 recommend allowed, 0 recommend disallowed). UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Recorder – Payroll status change for Andrew Moats and Marilyn Hebing.
 - 2) Sheriff – Payroll status change for Jennifer Geronimo.
 - 3) Conservation – Employment of Addison Huegli as a Hospitality and Guest Services worker.
- B. Report(s):
 - 1) Recorder Fee Book for October 2022.

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)(i), for discussion and/or decision on personnel matters.
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 Shea, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:04 A.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 22, 2022
PUBLISH: X

November 21, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 8:45 A.M. All members, except Supervisor Wichman present. Chairman Pro-Tem Shea presiding.

PLEDGE OF ALLEGIANCE

1. SCHEDULED SESSIONS

Motion by Shea, second by Belt, to have Pottawattamie County Commissioner of Election to recount House District 20 election results from November 8, 2022, the canvass was done by the Board of Supervisors on November 15, 2022.

UNANIMOUS VOTE. Motion Carried.

2. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 8:53 A. M.

Brian Shea, Chairman Pro-Tem

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: November 22, 2022

PUBLISH: X

Scheduled Sessions

Tina Treantos/Operations
Administrator, Engineer's Office

**Continuation and close of Public Hearing
published on November 9, 2022, for
November 15 at 10 A.M.**

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 15th day of November 2022, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the Disposal of the following properties:

Avoca Shop; 358 Elm Street, Avoca, Iowa 51521

Caledonia Shop; 15021 490th Street, Griswold, Iowa 51535

Hancock Shop; 217 North Main Street, Hancock, Iowa 51536

Lewis Shop; 15484 State Orchard Road, Council Bluffs, Iowa 51503

Walnut Shop; 705 Oak Street, Walnut, Iowa 51577

These properties will be listed and sold by Real Estate Agent to private buyers or be gifted or sold to an interested Iowa Governmental Subdivision at the appraised value as determined by the Board. The expenses incurred by any sale to an Iowa Governmental Subdivision will be at the buyer's cost.

At the public meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above actions. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the disposal of said properties, or will abandon the proposal.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Sections 331.361 of the Code of Iowa. Dated this 1st day of November 2022.

Tina Treantos/Operations
Administrator, Engineer's Office

Consider and/or Approve Resolution No. 75-2022 to dispose of County owned property identified and discussed in the Public Hearing held November 15 and continued to November 22nd. Resolution No. 75-2022 entitled: A RESOLUTION AUTHORIZING DISPOSAL OF AN INTEREST IN COUNTY – OWNED PROPERTY AS PROVIDED UNDER IOWA CODE SECTION 331.361.

RESOLUTION NO. 75-2022

A RESOLUTION AUTHORIZING DISPOSAL OF AN INTEREST IN COUNTY-OWNED PROPERTY AS PROVIDED UNDER IOWA CODE SECTION 331.361

WHEREAS, the Board of Supervisors has provided legal notice of and set a public hearing for the disposal of an interest in county-owned property described below:

Avoca Shop; 358 Elm Street, Avoca, Iowa

Legal Description: Lots 1,2,3 in Block 19 Original town of Avoca, Pottawattamie County, Iowa

Caledonia Shop; 15021 490th Street, Griswold, Iowa

Legal Description: A parcel of land located in part of the SW1/4 SW1/4 of Section 5, Township 74 North, Range 38 West of the 5th Principal Meridian, Pottawattamie County, Iowa, said parcel being more fully as follows: Commencing at the Southwest Corner of said Section 5; thence S88°43'34"E along the South line of said SW1/4 SW1/4 a distance of 162.00 feet to the Point of Beginning; thence continuing S88°43'34"E along said South Line a distance of 153.00 feet; thence N00°22'55"E a distance of 185.00 feet; thence N88°43'34"W a distance of 285.30 feet; thence S00°22'55"W a distance of 155.00 feet; thence S88°43'34"E a distance of 132.00 feet; thence S00°22'55"W a distance of 30 feet to the Point of Beginning.

Hancock Shop; 217 North Main Street, Hancock, Iowa

Legal Description: The North 10 feet of Lot 6, all of Lots 7, 8, and 9 in Block 2, Original Plat to the Town of Hancock, Iowa.

Lewis Shop; 15484 State Orchard Road, Council Bluffs, Iowa

Legal Description: Lewis Twp 4-74-43 Tri Lt SW Intersection Greenview Dr & State Orchard Rd NW SE N & W of Rd.

Walnut Shop; 705 Oak Street, Walnut, Iowa

Legal Description: A part of the S1/2 S1/2 NW1/4 NE1/4 SW1/4, Section 9, Township 77 North, Range 38 West of the 5th Principal Meridian, in the Town of Walnut in Pottawattamie County, Iowa and more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 9 and running thence due east on the 1/4 section line a distance of 1317.81 feet to the North 1/4 Corner of the SW1/4 of Section 9; thence S0°28'E on the 1/4 1/4 section line a distance of 495.28 feet; thence N89°56'E a distance of 25.00 feet to the easterly right-of-way line of Oak Street as the True Point of Beginning; thence continuing N89°56'E a distance of 382.88 feet; thence S0°21'30"E a distance of 164.85 feet; thence S89°56'W a distance of 382.59 feet to the easterly right-of-way line of Oak Street; thence N0°28'W on the said right-of-way line a distance of 164.90 feet to the Point of Beginning. Said parcel contains 1.449 acres, more or less, exclusive of the present established Oak Street.

and,

WHEREAS, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to dispose of these county-owned parcels and to allow the property to be disposed; and

WHEREAS, the Secondary Roads Facility plan has consolidated shops to reduce operating costs; and

WHEREAS, these properties are nearing the end of their useful life; and

WHEREAS, these properties no longer serve the needs of the Secondary Roads Department functions; and

WHEREAS, these properties will be listed and sold by Real Estate Agent to private buyers; or be gifted, or be sold to an Iowa Governmental Subdivision at the appraised value as determined by the Board. The expenses incurred by any sale will be at the buyer's cost.

WHEREAS, the cumulative appraised value of said properties was found to be \$552,500 and

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the disposal of Pottawattamie County, Iowa's interest in the aforementioned properties

BE IT FURTHER RESOLVED that the terms of the disposal are as set forth above.

BE IT FURTHER RESOLVED that the County Engineer be and is hereby authorized, empowered and directed to cause all appropriate legal documents to be prepared, duly executed, and recorded along with this Resolution and the Proof of Publication of the "Notice of Public Hearing".

Dated this 22nd Day of November, 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 Houser, County Auditor

Tina Treantos/Operations
Administrator, Engineer's Office

**Discussion and/or decision to approve and authorize
Board to sign FY2024 City Bridge Funding Agreement for
the Mosquito Creek Bridge on Magnolia Road.**

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

RECIPIENT: City of Underwood

Project No: BRS-7830(601)--60-78

Iowa DOT Agreement No: 4-22-HBP-026

CFDA No. and Title: 20.205 Highway Planning and Construction

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

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
City Bridge HBP	This agreement	BRS-7830(601)--60-78	This agreement
County HBP	This agreement	BRS-7830(601)--60-78	This agreement

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The RECIPIENT's contact person shall be the Cindy Sorlein, City Administrator and John Rasmussen, Pottawattamie County Engineer .
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 288730
 - B. Location: Magnolia Rd over Mosquito Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$2,539,200
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum ([I.M. 1.100](#)) in place at the time of this agreement being fully executed.
7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Underwood

By Dennis C. Barosley Date November 15, 2022

Title MAYOR

I, CINDY SORLIEN, certify that I am the Clerk of the City, and that DENNIS BAROSLEY,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the 8TH day of NOVEMBER, 2022

Signed Cindy Sorlien Date November 15, 2022

City Clerk of Underwood, Iowa

RECIPIENT: Pottawattamie County

This agreement was approved by official action of the Pottawattamie County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Jenifer J. Bates, P.E.
Urban Engineer
Local Systems Bureau

Date _____

EXHIBIT 1

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

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

1. General Requirements.

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

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

2. Programming.

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

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

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

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

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

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

6. Contract Procurement.

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

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

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

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

8. Reimbursements.

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

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

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

9. Project Close-out.

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

Mark Shoemaker/Director,
Conservation and Leanne
Gifford/Attorney

**Discussion and/or decision to approve and authorize
the Board to sign conditional offer to purchase real
estate and acceptance of seven parcels owned by the
Estate of Doris J. Ferguson.**

CONDITIONAL OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

TO SELLER: ESTATE of DORIS J FERGUSON

Pottawattamie County ("BUYER") hereby offers to buy and the SELLER, upon acceptance, agrees to sell the real property situated in Pottawattamie County, Iowa, and legally described in the attached Appendix A.

1. PURCHASE PRICE. The Purchase Price shall be One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) cash.

2. REAL ESTATE TAXES. Seller shall pay any unpaid real estate taxes payable in prior years. Buyer is exempt from subsequent real estate taxes. All regular taxes due and payable in the fiscal year in which closing occurs are to be paid by the seller as well as unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be prorated to the date of closing and seller to credit the prorated amount to buyer at time of closing. Buyer is exempt from subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS – none.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. Possession shall be upon release of funds. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.

6. **PERSONAL PROPERTY:** Any crops growing on but not yet harvested from the property shall be considered personal property of the SELLER shall be removed prior to December 31st, 2022. Possession is subject to any lease with tenants currently occupying the residence on the property.

7. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the costs thereof. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

9. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

10. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.

11. **TITLE INSURANCE:** The Seller agrees to perfect the title so that upon conveyance, title shall be deemed marketable. If closing is delayed due to Seller's inability to

provide marketable title, Buyer may rescind this agreement. Buyer may choose title insurance coverage, the cost of any title insurance policies and endorsements shall be paid by Buyer.

12. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

15. CONDITIONS OF OFFER. This Conditional Offer to Purchase Real Estate and Acceptance shall not be binding until it has received approval and acceptance by the Pottawattamie County Board of Supervisors. Furthermore, BUYER acknowledges that the PROPERTY may be subject to a probate proceeding in The Iowa District Court for Pottawattamie County, Docket No. 04781 ESPR044449, captioned In the Matter of The Estate of Doris Janet Ferguson. If required, SELLER will obtain Court approval for the acceptance this Conditional Offer.

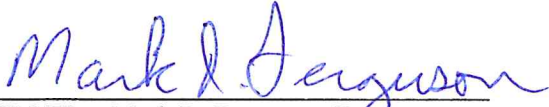
16. ACCEPTANCE. When accepted by Seller and the conditions set forth above in Paragraph 15 are met, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before November 30, 2022, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Offered this ____ day of November, 2022



Mark Shoemaker
Director, Pottawattamie County Conservation

Accepted on this 9th day of November, 2022.



SELLER – Mark D. Ferguson, Executor
Estate of Doris J. Ferguson

APPENDIX A

The following seven parcels, all being in Crescent Township Section 1 Township 76 Range 44 Pottawattamie County, Iowa:

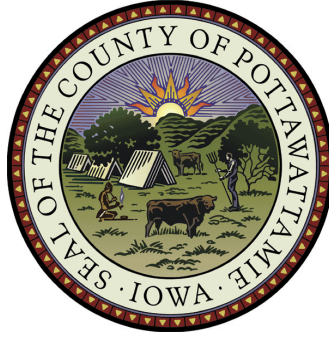
1. Tax Parcel 7644 01 300 004, described as the East 1/2 of NE1/4 SW1/4 EXCEPT Parcel A, a part of the NW1/4 SE1/4 and also part of the NE1/4 SW1/4 as surveyed by Kenneth Lee Dukes, dated May 18, 1994 and recorded on June 14, 1994 at Book 94 Page 41819 in the records of Pottawattamie County, Iowa.
2. Tax Parcel 7644 01 400 003, described as that portion of the West half of the NE1/4 SE1/4 which lies West of the public road known as Ski Hill Loop, subject to the right of the public in all highways and roads as now established.
3. Tax Parcel 7644 01 300 009, described as the East 33 feet of SE1/4 SW1/4.
4. Tax Parcel 7644 01 200 006, Parcels E and F in the SW1/4 NE1/4, as surveyed by James E. Terry, dated January 5, 2004 and recorded on March 19, 2004 at Book 104 Page 20448 in the records of Pottawattamie County, Iowa.
5. Tax Parcel 7644 01 200 008, Parcels C and D in the SW1/4 NE1/4, as surveyed by James E. Terry, dated January 5, 2004 and recorded on March 19, 2004 at Book 104 Page 20448 in the records of Pottawattamie County, Iowa.
6. Tax Parcel 7644 01 100 006, described as the E1/2 of SE1/4 NW1/4.
7. Tax Parcel 7644 01 400 001, described as NW1/4 SE1/4 lying South and West of the public road known as Ski Hill Loop, subject to the right of the public in all highways and roads as now established, EXCEPT what is known as McIntosh Cemetery, said cemetery containing 1½ acres and described as follows: Beginning at the SE corner of said NW1/4 SE1/4, running thence West 43 rods, thence North 12 rods, thence East 15 rods, thence South 10 rods, thence East 28 rods, thence South 2 rods to POB, AND EXCEPT Parcel A, a part of the NW1/4 SE1/4 and also part of the NE1/4 SW1/4 as surveyed by Kenneth Lee Dukes, dated May 18, 1994 and recorded on June 14, 1994 at Book 94 Page 41819 in the records of Pottawattamie County, Iowa.

Other Business

Becky Lenihan/Tax & Finance
Officer, Auditor's Office

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 72-2022 entitled:
RESOLUTION for Transfer from LOST Secondary Roads
Fund to Bond Series 2020B Debt Fund.**

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



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

November 22, 2022

To: Heather Ausdemore

RESOLUTION 72-2022

RE: Transfer from LOST Secondary Roads Fund to Bond Series 2020B Debt Fund

As per board authorization of November 22, 2022 please transfer as follows:

\$8,600 **FROM:** 0035-99-0300-000-81400-000 (LOST Secondary Roads Fund)
\$8,600 **TO:** 2225-0-99-0300-904000-000 (Bond Series 2020B Debt Fund)

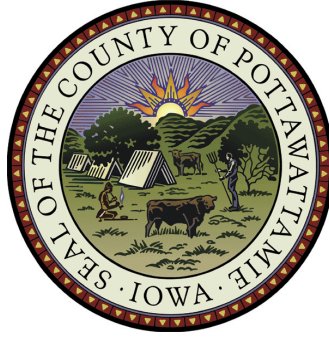
Annual transfer per bond agreement/issuance, of LOST funds to debt fund to pay FY 22/23 debt payments. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

Becky Lenihan/Tax & Finance
Officer, Auditor's Office

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 73-2022 entitled:
RESOLUTION for Transfer from LOST Secondary Roads
Fund to Bond Series 2021C Debt Fund.**

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



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

November 22, 2022

To: Heather Ausdemore

RESOLUTION 73-2022

RE: Transfer from LOST Secondary Roads Fund to Bond Series 2021C Debt Fund

As per board authorization of November 22, 2022 please transfer as follows:

\$56,600 **FROM:** 0035-99-0300-000-81400-000 (LOST Secondary Roads Fund)
\$56,600 **TO:** 2235-0-99-0300-904000-000 (Bond Series 2021C Debt Fund)

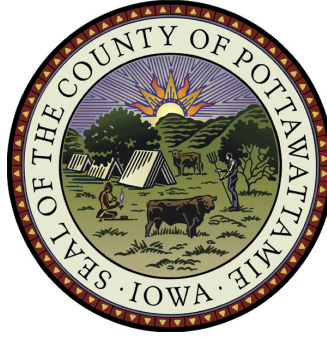
Annual transfer per bond agreement/issuance, of LOST funds to debt fund to pay FY 22/23 debt payments. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you

Becky Lenihan/Tax & Finance
Officer, Auditor's Office

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 74-2022 entitled:
RESOLUTION for Transfer from Rural Services Funds to
Secondary Roads Fund.**

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



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

November 22, 2022

Reso 74- 2022

To: Heather Ausdemore

RE: First Quarter 2022-2023 Transfer to Secondary Roads Fund

As per board authorization of November 22, 2022, please transfer as follows:

\$1,325,000 **FROM:** 0011-99-0300-000-81200-000 (Rural Services Fund)
\$1,325,000 **TO:** 0020-0-99-0311-902000-000 (Secondary Roads Fund)

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

Thank-you

Jana Lemrick /Director, Human
Resources

Discussion and/or decision on approval of the following updated policy of the employee handbook:

End User Security Policy number 805 (Appendix A – Multi - Factor Authentication)

Employee Handbook/End User Security

Title: End User Security

Policy Number: 805

Effective Date: June 25, 2019

Revision Date: July 5, 2022

Authorized by: Pottawattamie County Board of Supervisors

Purpose

This document defines the end user security policy for information systems under the control and responsibility of Pottawattamie County, their departments, and personnel. This policy is designed to provide guidance for users of information systems ensuring compliance with all established legal guidance.

Scope

This policy applies to all information systems and applications owned and/or operated by or on behalf of Pottawattamie County. All employees, vendors, and contractors are expected to understand and follow this policy.

Definitions

This section provides definitions used throughout the policy to ensure a common language is in use and is understood what the term means.

End User

The term end user refers to any person who uses technology to access County data and systems. This includes, but is not limited to: County employees, vendors, and contractors.

Information Asset

The term information asset refers to a particular type of data or information. Some examples of information assets include:

- Credit card number
- Citizen demographic information: name, address, and phone number
- Vendor contracts

An information asset may be stored in a digital form (spreadsheet, database, etc.) or in physical form (paper, optical disc, or magnetic tape).

Information Security Team

Information security team is not a formal committee but consists of members of the IT Department which at minimum include the CIO, IT Supervisor, and Cybersecurity Analyst.

Information System

The term information system refers to software or computer hardware that helps manage, store, organize, and/or analyze information assets. Common examples of information systems include:

- Email systems
- File storage systems
- Database servers
- Desktop or laptop computers

Information systems may be physical computers, virtual systems, or cloud-based systems.

Information Asset Owner

The information asset owner is the department or person responsible for the information asset. The information asset owner provides guidance on the classification of a particular information asset.

Malware

Malware is software that is harmful to the security or normal operations of an information system. Malware includes common issues such as computer viruses or ransomware. Information systems with malware may be used to steal information, spy on users, or disrupt normal operations of applications. The use of anti-malware software helps ensure the information systems are protected and any malware found can be removed from a system to return the system to normal operations.

Policy

All users and information systems at Pottawattamie County are required to adhere to minimum security controls as defined in this document. This policy provides guidance and requirements for all users to ensure the information assets are appropriately controlled. Users are limited to approved hardware and software.

Expectation of Privacy

Users should assume all activity is monitored while using County information systems including network and internet access. All activities involving County information systems and associated assets are subject to logging and monitoring by authorized personnel within the Information Security Team or by automated systems. All digital communications are property of the County, and many forms of communication may be classified as *Public* (see Information Classification Guide on the Intranet for classifications and how to handle each). The monitoring includes, but is not limited to, web sites visited, emails (both sent and received), chat messaging, and files transferred, camera and door access control records. The monitoring activities are required by multiple federal and state statutes.

Users of County information systems should have no expectation of privacy beyond the minimums guaranteed by law or defined within these policies (attorney/client privilege, criminal investigation, etc.).

Physical Security Considerations

All physical hardware (laptops, desktop, removable media, and mobile phones) and non-public hard copy documents are at risk for theft, damage, or information loss if left in an insecure location. All physical hardware and non-public hardcopy documents must be secured if they are going to be left unattended. Examples of security mechanisms include the following:

- Stored in a secured Pottawattamie County office
- Stored in a secured residence away from easy outside access
- Carried on a Pottawattamie County employee or contractor's person

Credential Management

Credentials management refers to account identification information. Typically, this involves a username identifying a particular user of the information. The username should be unique and assigned to a particular user. The standard for Pottawattamie County accounts is to assign each user account to

exactly one user. A user may have multiple accounts (if needed for their job role), but accounts should not be shared. If a shared account is needed for a legitimate business purpose, the IT Department must be contacted for an approved exception to this policy. All exceptions must be approved in writing by the Chief Information Officer. Exceptions are reviewed on a periodic basis to ensure the exception is still required. To authenticate a particular username, an authentication mechanism is required. The most commonly deployed authentication mechanism is a password for the user account. All passwords must meet the following minimum requirements:

- Minimum length
- Complexity (3 of the following 4 categories must be met):
 - Upper case alphabet characters
 - Lower case alphabet characters
 - Numbers
 - Symbols

For systems part of the local domain, the password characteristics are automatically enforced. For passwords in other applications or systems, the account holder is responsible for ensuring the password characteristics should be used (even if not required by the system).

The use of multi-factor authentication (MFA) is required where available. MFA refers to an authentication process using multiple distinct components such as:

- Something the user knows (a password or PIN for example)
- Something the user is (biometric details such as fingerprints)
- Something the user has (such as their mobile phone or authentication token)

In order for the MFA to be implemented properly, the factors must be independent of each other, and more than one method must be used simultaneously for a particular user account. **See Appendix A for specific MFA-related details.**

Credential information (username and credentials) should not be stored except in an approved solution.

When a user has left County employment or has been placed on extended, involuntary leave, the department manager must notify the IT Department within 24 hours to disable the user's account. For voluntary leave, greater than 30 days, the department manager should consult with the IT Department as soon as possible to determine if the user's account should be disabled. If the user has been separated from employment, access to the user's information assets (such as email and file storage) can be provided to the department manager or other designated user.

If a user changes roles (either within or between departments), the department head must notify the IT Department as soon as possible to ensure the appropriate rights have been assigned to the user and any rights no longer needed are removed.

Minimum Security Requirements

All information systems accessing the applications, network, and information systems at Pottawattamie County must meet a set of minimum-security requirements. The purpose of these requirements is to ensure the safety, security, and availability of the information assets and resources deployed at Pottawattamie County. If these components are not properly secured, the services and information

provided to the citizens may be adversely impacted.

Malware Protection

To maintain protection against common malware, all information systems should have current, managed, installed, and operating anti-malware installed. The anti-malware system must be updated automatically and on a regular basis to ensure the software will protect the information system from new and emerging threats to the environment preventing risk of compromise, loss of service, and/or damage.

Operating System and Application Patches

Operating Systems and Applications Patches require regular patching to ensure flaws are corrected and information systems are protected. Operating Systems and Applications must have patches as soon as reasonably possible.

Communications Methods

Communicating with employees, members of the public, and vendors must follow regulations such as the Freedom of Information Act (FOIA) or Iowa Open Records Codes. To ensure Pottawattamie County complies, only approved communications applications and methods may be used to conduct official business.

Electronic Messaging

Electronic Mail (email) services are provided and maintained by the IT Department. Employees are not allowed to forward non-public information to personal or public accounts except for your own personal information.

All text messaging used for Pottawattamie County business must follow the *Mobile Device Policy found in the Employee Handbook*.

Social networking should not be used to send non-public information following department policies.

Secure Communications

When using communications methods for sharing non-public information, encryption needs to be enabled to ensure the information assets are appropriately protected.

File Sharing

When sharing files with others, care must be taken to ensure the recipient should have access to the information and that the information is being shared appropriately. When sharing with external people or organizations, the information being shared needs to be appropriately protected.

Remote Access Solutions

Users requiring remote access will use the IT Department installed and configured virtual private network (VPN) solution.

Removable Media Encryption

The use of removable media requires device-level encryption.

System Procurement Process

To ensure compatibility with County systems, the IT Department must be involved at the beginning of

the procurement cycle for new hardware and/or software. The purchase of the solution will follow requesting department's policies.

Information Destruction

Digital media no longer in use by County Departments will be given to the IT Department for destruction.

Auditing and Compliance

The IT Department is responsible for auditing the environment. These audits include, but are not limited to, logging user activities, inspecting traffic into and out of the environment, and ensuring policies are followed. The audit process may be either automated (such as the collection and analysis of log information) or in person. These audits may lead to configuration, policy, or procedural changes.

Non-Compliance

Violations of the County policies put the County at risk for regulatory fines or loss of system access. Additionally, violating the policies may put the County information systems at risk for data loss or compromise.

Pottawattamie County reserves the right to restrict systems and users access to network resources upon discovery of security incidents or breaches, behavior that is affecting the network availability and stability, or any other events that put resources in jeopardy and will work with the appropriate departments regarding a permanent response.

Any user who knowingly violates these policies will be subject to disciplinary action following the *Pottawattamie County Employee Handbook* guidelines.

Appendix A – Multi-Factor Authentication

Purpose

Multi-Factor Authentication (MFA) is achieved when multiple forms of authentication are used to increase the likelihood that the credentials are from the individual to whom they were assigned. This process reduces the risk of impersonation or the use of compromised credentials by an unauthorized individual.

MFA is required to be used by all Pottawattamie County users with network access to County systems. MFA is achieved using a special one-time passcode (OTP) authentication generated from an approved hardware token (fob) or smartphone application, in addition to their Windows credentials.

Definitions

Fob

An IT-issued device used to generate a one-time passcode.

OTP

One-time passcode.

OTP Device

The device that is used to generate one-time passcode. This refers to both fob and smartphone.

Smartphone OTP App

Authorized and managed smartphone app that is used to generate OTP.

Policy

1. When authenticating using MFA all users must use the generated OTPs from their smartphone app or approved hardware token (fob) as a second factor security login, in addition to their Windows credential.
2. Only smartphones using the associated app or hardware tokens (IT-provided fob) may be used for OTP generation.
3. If using the smartphone app, users must notify the IT Department when they change their smartphone device, even if they keep the same phone number. IT can assist users with the process of registering their new smartphone device.
4. In the event a device becomes lost, even if its last known location is believed to be secure, immediately inform IT and the factor will be temporarily disabled and another factor or temporary access code will be issued to ensure that the lost device is not used to compromise the user account. If the device is unrecoverable, IT will assist in permanently changing the user's device settings. The cost to replace a fob is \$25, to be charged to the employee's department.
5. Devices must be properly secured, not shared.
6. Users are expected not to leave their OTP devices unattended in a public place.
7. Users should not mark their hardware fobs or smartphones with any identifying information such as name, username, password, or any reference to Pottawattamie County systems.

Factor Choices

Smartphone

1. User is responsible for furnishing his/her personal smartphone, or a County-issued smartphone. Pottawattamie County will not issue smartphones exclusively for users to use as MFA devices.
2. The County IT Department only supports the OTP app, not the smartphone itself. Each user is responsible for making sure his/her smartphone is in working condition. Pottawattamie County is not responsible for the cost of repairing or replacing the personal smartphones used as OTP devices or for any costs associated with data plan usage.
3. The approved OTP app must be installed and used to generate the OTP.
4. Users are expected to leverage the electronic security provided by their smartphones, including but not limited to use of a screen lock utility to access their smartphones (e.g., PIN, Password, or biometric such as a fingerprint scan).
5. Users agree to uninstall the OTP application once their need to use it expires.

Hardware Token (fob)

1. Users must take reasonable care for the hardware token (fob) which is assigned to them. Reasonable care includes, but is not limited to:
 - Protecting from water/moisture. Fobs are not water resistant.
 - Protecting from loss or theft.
2. Users are expected not to transport their OTP fobs in the same bags as laptops that are used to access Pottawattamie County systems.
3. In certain instances, a user may be assigned a specific type of hardware fob that plugs into the USB port of a device. It is critical that these fobs are not left unattended in the device or stored with the device. Failure to properly store and use the fob will result in the loss of access to a USB fob.
4. Users are expected to return their hardware tokens (fob) to their supervisor when they terminate their employment with Pottawattamie County or no longer have access to any of the systems that require MFA.

Contingency Access

1. In situations when a user does not have their fob or smartphone and needs access, the user must contact the IT Department for a temporary OTP. MFA users can contact the IT Department during normal business hours to request temporary OTP when they don't have their OTP device to authenticate.
2. Once a user's identity has been verified an Access Code will be generated and they will be given a code to access County Systems.

Jana Lemrick/Director, Human
Resources

**Discussion and/or decision on approval of the following
updated policy of the employee handbook:**

Sick Leave Policy number 603.

Employee Handbook/Sick Leave

Title: Sick Leave
Policy Number: 603
Effective Date: July 1, 2009,
Revision Date: July 1, 2013, November 22, 2022
Authorized by: Board of Supervisors

Policy:

It is the policy of Pottawattamie County to permit employees to be absent from work due to personal illness and injury; medical or dental appointments; or to care for certain identified immediate family members as defined below. Pottawattamie County provides a bona fide sick leave plan as an insurance policy for full-time employees. Part-time, temporary and variable ~~hour employees~~ hour employees are not eligible to receive sick leave benefits. In order to help full-time ~~employees~~ employees, maintain their income during certain authorized sick leave absences, the County will provide compensation according to the guidelines below.

Comments:

- (1) Full-time employees shall earn sick leave at the rate of one and one-half (1 1/2) working days or twelve (12) hours for each month of service, and shall be allowed to accumulate unused sick leave to a maximum of one hundred twenty (120) working days or nine hundred and sixty (960) hours.
- (2) Sick leave may be used for personal illness and injury, including examination or treatment for medical, surgical, dental, or optical problems. Sick leave will not be granted if an employee is injured while gainfully employed by a different employer and/or self employed.
- (3) An employee may utilize up to forty (40) hours of earned sick leave per fiscal year for the care and necessary attention to ill or injured members of the employee's immediate family.

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Immediate Family Serious Illness/Injury:

The employee may utilize up to two-hundred-forty (240) hours of their sick leave per to care for an immediate family member due to a "serious health condition". When granting additional sick leave, the County shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification. This leave shall run concurrent with the employee's FMLA year.

Immediate family member is defined as spouse, child, or parent or as otherwise authorized by the Board of Supervisor's on a case by case basis.

- (4) ~~An introductory employee will not be allowed to use paid sick leave until the employee has completed the introductory period.~~
- (5) Sick leave may be taken in fifteen (15) minute increments or less if approved by the Department Head.
- (6) Paid sick leave may be used for maternity leave for up to eight (8) weeks or as is medically necessary as certified by a medical physician.

Paid sick leave may be used for the adoption of a child five (5) years and younger for up to eight (8) weeks. Sick leave may be used for the adoption of a child over the age of five (5) as determined by the Board of Supervisor's on a case by case basis.
- (7) If an officially designated holiday falls within a period of paid sick leave, that day shall not be counted against paid sick leave.
- (8) Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the department head is confident such sick leave is not being abused.
- (9) Sick leave shall not be used as personal or vacation leave. Employees may be subject to disciplinary action for abusing or violating this policy.
- (10) Sick leave shall not be taken or granted before it is accrued.
- (11) Sick leave shall not accrue during a leave of absence without pay, an unpaid suspension, or a lay-off.
- (12) A full-time employee who transfers from one County department to another shall maintain ~~his/her~~their current sick leave balance.
- (13) If eligible, employees may supplement worker's compensation benefits with sick leave to receive net pay.
- (14) An employee who has accumulated 120 days of sick leave may convert twenty-five percent (25%) of ~~his/her~~their next accumulated sick leave in excess of one-hundred twenty (120) days to vacation leave.

- (15) Upon retirement under IPERS, employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

0 – 599 hours accrued	0% conversion of accrued sick leave balance
600 – 750 hours accrued	25% conversion of accrued sick leave balance
751 – 900 hours accrued	35% conversion of accrued sick leave balance
900 – 960 hours accrued	50% conversion of accrued sick leave balance

Sick leave shall be reimbursed based upon the employee's regular rate of pay at the time of retirement.

In the event of death of a full-time employee (regardless of IPERS eligibility status), the employee's beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave in accordance with the schedule outlined belowabove.

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- (16) Employees are prohibited from utilizing paid sick leave from Pottawattamie County to work for a secondary employer ~~or if~~ if they are fatigued as a direct result of working for a secondary employer. Fraudulent use of sick leave to related work for a secondary employer is prohibited and will result in disciplinary action up to and including termination.
- (17) When an employee is unable to perform assigned job duties due to illness, or non-work related injury, they shall take the following steps to ensure the proper administration of sick leave.
- (a) To be eligible for sick leave payment, an employee shall notify their supervisor as soon as possible, but in any event, not later than the starting time of the employee's work day, unless the personal illness or injury occurs while at work.
 - (b) The supervisor should not approve sick leave immediately. The supervisor initially acknowledges the call. Approval or denial will be administered, when the employee records are verified that leave is available and the employee is eligible.
If an employee has exhausted ~~his/her~~ their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received from the Department Head or designee in writing.
 - (c) If the employee will not be at home, then he/she shall give ~~his/her~~ their supervisor a phone number where that employee can be reached, should the need arise. The Department Head has the right to request documentation, investigate and validate all sick leave requests.

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- (18) The Employer reserves the right to require a physician's certification for any absence due to sickness if abuse is suspected. The Employer shall so notify the employee by 10:00 A.M. on the day for which sick leave is taken by telephoning said employee at ~~his~~-~~their~~ residence. The cost of obtaining a physician's certification, if such certification is required by the Employer pursuant to this section, shall be borne by the Employer.
- (19) If an employee is absent for three (3) consecutive work days due to illness, the employee is required to provide the employer with a physician's certification in order to return to work. The cost of obtaining this certification shall be borne by the Employee.
- (20) After the employee has used sick leave on six (6) separate occasions during the fiscal year without a physician's certificate ~~and sick leave abuse is suspected~~, the Employer may require a physician's certification for any future sick leave during the fiscal year and the expense of this certification shall be borne by the employee. For the purpose of this section, ~~pre-scheduled medical appointments (medical, dental, and vision) and~~ FMLA absences are not included in the calculation of the six (6) separate occasions.
- (21) The Department Head may require a second opinion from a medical physician in order to verify an illness or injury. The Department Head may at their discretion, request that the employee visit a physician selected by the County. If the Department Head selects the County physician, the office visit charge will be paid by the employer. The employer will notify the employee in writing of the scheduled appointment.

If the employee refuses to adhere to the County's request or refuses to sign appropriate medical release forms, the employee's sick leave shall be denied.

- (22) No employee shall make false reports of illness or injury or otherwise deceive or attempt to deceive any supervisor or Department Head as to the condition of the employee's health. Employees who abuse or falsify the reason for an absence will be subject to disciplinary action up to and including termination and compensation for the absence will be stopped immediately.

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(23) Sick Leave Abuse:

Employees may be disciplined for sick leave abuse, or misuse. Sick Leave Abuse means the utilization of sick leave for unauthorized purposes or the misrepresentation of the actual reasons for charging an absence to sick leave including use for personal reasons or in lieu of vacation. This may also include a chronic or patterned use of sick leave. ~~Supervisors may document all sick leave absences on a Sick Leave Usage Control calendar in order to assist with the identification of potential sick leave abuse.~~ Indications of sick leave abuse may include but are not limited to the following:

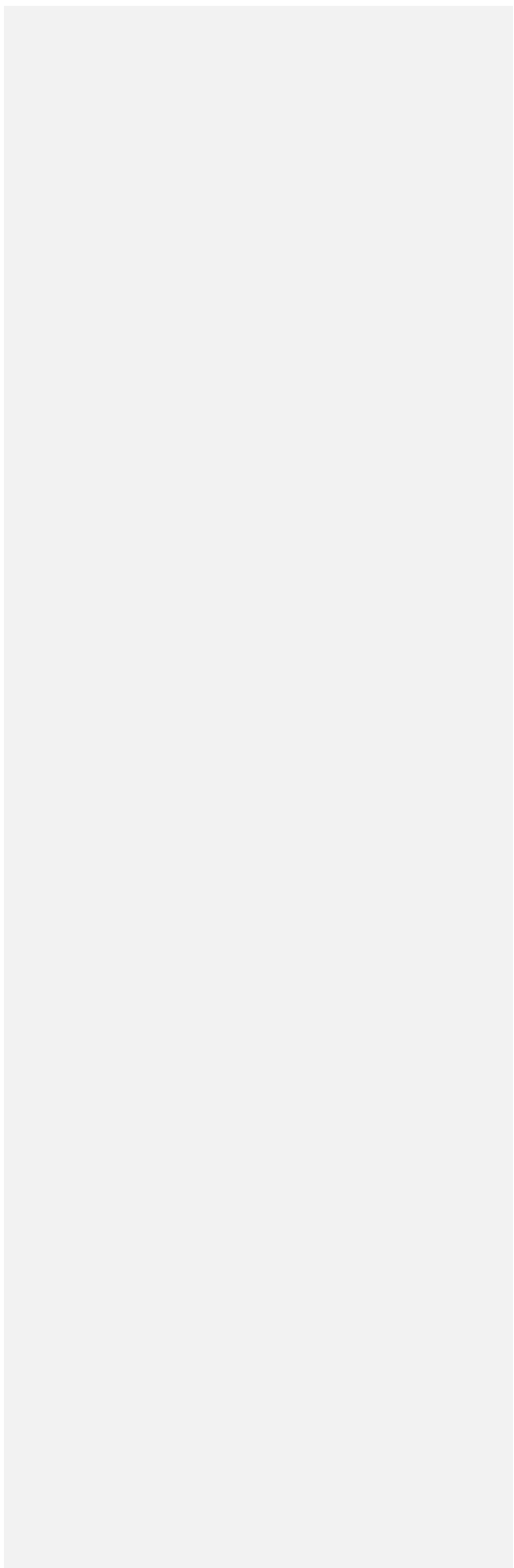
- a) Patterned use of sick days or unpaid leave the day before, or the day after, regularly scheduled days off.
- b) Patterned use of sick leave or unpaid leave the day before, or the day after, a holiday.
- c) Patterned illness on Holidays for which the employee is scheduled to work.
- d) Patterned use of sick leave on days that have been submitted for time off and have previously been denied.
- e) Patterned use of sick leave or unpaid leave on the same day of the week, or month.
- f) Patterned use of sick leave or unpaid leave on, or the day after, payday.
- g) Patterned use of calling in sick after being notified that sick leave, including family sick leave has been exhausted.
- h) Patterned use of calling in sick after sick leave has been accrued (earn a day, take a day).

Patterned use shall be considered any three (3) or more occurrences of any one of the above or determined events in a rolling calendar year.

Employee Handbook/Sick Leave

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603:5



**Jana Lemrick /Director, Human
Resources and Jeff Franco/Deputy
Director, Conservation**

**Discussion and/or decision to approve Job Description
of Ski Snowboard Instructor.**

Pottawattamie County, Iowa
Class Description

Title: Ski Instruction/Snowboard Instruction

FLSA Status: Non-Exempt

Department: Conservation

Job Code:

Bargaining Unit/Grade: None/TBD

Updated: 11/17/2022

General Definition of Work

This is a part-time seasonal Ski Instructor or Snowboard Instructor. This position will run through the duration of the ski season. An individual in this role will teach new skiers/snowboarders and intermediate skiers/snowboarders the various fundamentals of skiing/snowboarding. The instructor will work with the Snowsports Coordinator to ensure the Ski School performs to meet the expectations of guests, while keeping guest safety a priority.

Essential Functions

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

Instructs groups and/or individuals in a lesson format.

Teaches proper technique appropriate to the ability level of those being instructed.

Promotes safety and gives students the knowledge to remain safe when they leave the lesson to ski/snowboard on their own.

Participates in clinics and free-skiing/snowboarding to constantly improve personal skiing skills.

Attends PSIA or AASI clinics and takes appropriate exams, on an ongoing basis.

Greet guests and direct guests to proper lesson location.

Must be helpful, friendly, courteous and professional in accordance with Mt Crescent's commitment to providing superior customer service. Treats each lesson recipient as an important individual when providing instruction.

Minimum Qualifications

Must be eighteen (18) years old at the time of hire.

Instructor training is required

Special Qualifications:

Ability to ski or snowboard safely and confidently in all conditions and in varying types of terrain.

Pottawattamie County, Iowa
Class Description

Ability to work during peak times and in bad weather

Prior ski instructor experience is preferred.

Must be reliable, punctual and have own transportation.

Must complete ski instructor training upon hire.

Flexibility to work during evenings, weekends, and holidays

PSIA or AASI certification is preferred.

Working Conditions

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is performed primarily outdoors and requires a considerable amount of physical activity, including extended periods of sitting, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to ski or snowboard.

Work hours may occasionally be required before or after business hours. Noise level can be moderate to intense. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with children and the general public and may be stressful when meeting deadlines.

Kristi Everett/Election Deputy, Auditor's Office

**Tentative canvass of recount of House
District 20.**

Received/Filed

Public Comments

Closed Session

Study Session

**Discussion and/or decision on selection process for
Veterans Commission members.**