

Consent Agenda

May 23, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. May 16, 2023, Minutes as read.
- B. Recorder – Employment of Brandie Slack as a Clerk II – Recorder’s Office.
- C. Emergency Management Agency – Employment of Gabriel Barney as a Deputy Director.
- D. New Iowa Retail Permit application for Cigarette/Tobacco/Nicotine/Vapor for Rolling Cigars of Heartland LLC DBA Rolling Cigars as a Retail Mobile Kiosk/Trailer.
- E. Renewal of Class C Liquor License LC, granting privileges of Class C Liquor License (LC) for Lyle Ditmars d/b/a Ditmars Orchard and Vineyard, Council Bluffs.
- F. Renewal of Class C Liquor License (LC), granting privileges of Class C Liquor License (LC)/Outdoor Service/Sunday Sales for Genevieve Stueve d/b/a Aeroplane Inn, Honey Creek.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Miller, to approve Second Consideration of Ordinance No. 2023-03, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 1.04 acres from a Class A-3 (Riverfront and Agricultural Production) to a Class I-1 (Limited Industrial) District; and to adopt Ordinance No. 2023-03 into law.

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2023-03

AN ORDINANCE to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 1.04 acres from a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited Industrial) District.

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

SECTION 1 - AMENDMENTS: That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited Industrial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

LEWIS TWP 29-74-43 N445' S495' LYING E OF RD & W OF RR E1/2 NW

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

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

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

PASSED AND APPROVED May 23, 2023.

Brian Shea, Chairman

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

_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tim Wichman				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Belt				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Miller				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Jorgensen				

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



NOTICE OF PUBLIC HEARING PUBLISHED: May 11, 2023
 BOARD OF SUPERVISORS PUBLIC HEARING: May 16, 2023
 FIRST CONSIDERATION: May 16, 2023
 SECOND CONSIDERATION: May 23, 2023
 PUBLICATION: June 1, 2023
 RECORD: June 2, 2023

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

Motion by Miller, second by Belt to approve request to Amend Exhibit A of the Forgivable Promissory Note Agreement between Pottawattamie County and the City of Underwood; amendment to add a portion of Bike Trail between North Street and 4th Street to Exhibit A.
 UNANIMOUS VOTE. Motion Carried.

Discussion on tax delay pursuant to Iowa Code Section 427.9, for property located at 2643 Avenue L, Council Bluffs, Iowa.
 Discussion only. No Action Taken.

Motion by Belt, second by Miller, to approve 2023 Pottawattamie County Housing Trust Fund Grant Agreement.
 UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Belt, to approve changes to General Assistance Manual effective June 1, 2023.
 UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Belt, to approve and authorize Board to sign **Resolution No. 42-2023** to award contract for project number FM-C078(208) – 55-78 to Iowa Civil Contracting Inc., in the amount of \$1,151,474.22 and authorize the County Engineer to sign the contract.

RESOLUTION NO. 42-2023

**RESOLUTION AWARDING CONTRACT FOR PROJECT NUMBER
 FM-CO78(208)—55-78
 IN POTTAWATTAMIE COUNTY, IOWA, AND AUTHORIZING POTTAWATTAMIE
 COUNTY ENGINEER TO EXECUTE CONTRACT**

WHEREAS, the Pottawattamie County construction project identified as Project Number **FM-CO78(208)—55-78** (hereinafter “Project”) was let by Iowa DOT on May 16, 2023; and

WHEREAS, the Pottawattamie County Board of Supervisors has determined that Iowa Civil Contracting, Inc of Victor, Iowa is the responsible bidder submitting the lowest responsive bid (hereinafter “Low Bidder”) for the Project; and,

WHEREAS, the Pottawattamie County Board of Supervisors desires to award the contract for the Project to the above stated Low Bidder; and,

WHEREAS, construction contracts for projects let through the Iowa DOT must be signed digitally utilizing Doc Express; and,

WHEREAS, delegating the digital signature process to the Pottawattamie County Engineer will facilitate the Project by reducing the overall turn-around time for execution of the construction contract.

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

- 1. The contract for Project Number **FM-CO78(208)—55-78** is awarded to Iowa Civil Contracting, Inc., the Low Bidder of \$1,151,474.22.
- 2. The Pottawattamie County Engineer is authorized to digitally sign the contract documents for the Project.

Dated this 23rd Day of May, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

RECOMMENDED: _____
John Rasmussen, Engineer

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

Motion by Miller, second by Belt, to award contract and authorize Board to sign contract and bond for project L-2023(RC78—73-78 to Nelson & Rock Contracting, Inc., of Onawa, Iowa in the amount of \$331,089.25.

UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Miller, second by Belt, to approve and authorize Board to sign **Resolution No. 38-2023** entitled: RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO SECONDARY ROADS FUND.

RESOLUTION NO. 38-2023

RESOLUTION FOR TRANSFER FROM LOST SECONDARY ROADS FUND TO SECONDARY ROADS FUND.

WHEREAS, it is desired to transfer money from the LOST Secondary Roads Fund to Secondary Roads Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$3,000,000 is ordered to be transferred from LOST Secondary Roads Fund to Secondary Roads Fund, and

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

these operating transfers.

Dated this 23rd Day of May, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Miller, second by Belt, to approve and authorize Board to sign **Resolution No. 41-2023** entitled: RESOLUTION FOR TRANSFER FROM HITCHCOCK NATURE AREA FUND TO COUNTY CONSERVATION LAND ACQUISITION FUND.

RESOLUTION NO. 41-2023

RESOLUTION FOR TRANSFER FROM HITCHCOCK NATURE AREA FUND TO COUNTY CONSERVATION LAND ACQUISITION FUND.

WHEREAS, it is desired to transfer money from the Hitchcock Nature Area Fund to County Conservation Land Acquisition Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$437.22 is ordered to be transferred from Hitchcock Nature Area Fund to County Conservation Land Acquisition Fund, and

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

Dated this 23rd Day of May, 2023.

ROLL CALL VOTE

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

ATTEST: _____

Melvyn Houser, County Auditor

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

Motion by Miller, second by Belt, to approve list of Compensation /Condemnation Commission for 2023. Recommendation to review annually on May 1.

UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.

Discussion only. No action taken.

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation – Employment of Joseph Goltl as an Environmental Education Intern – Hitchcock.
- 2) Conservation – Employment of Joshua Dickinson as a Natural Areas Management Intern- Hitchcock.

B. Out of State Travel(s):

- 1) Sheriff – Out of State Travel for Angie Doby, Rachel Bieghler, and Colleen Sylvis.
- 2) Sheriff – Out of State Travel for Sam Arkfeld, Jason Study, Abby Fredrich, and Becky Hermanson.

6. PUBLIC COMMENTS

No Public Comments.

7. ADJOURN

Chairman Shea adjourned meeting at 11:05 A.M.

EXHIBIT A

Projects:

1. Develop Bike Trail Stop with Restrooms
2. Make Pickleball Court
3. Bike Trail between North Street and 4th Street.

Scheduled Sessions

Cheri Dahlheim/Chief
Investigator/Coordinator, Medical
Examiner and Dr. Elliott

**Presentation of award from Iowa Donor
Network.**

**Discussion and/or decision to reappoint
Mick Gutttau to the Veteran Affairs
Commissioner.**

Amber Mohr/Avoca Main Street

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



2014-2023

•
PROGRAM
HIGHLIGHTS

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

Avoca Main Street
mainstreet@cityofavoca.com
712.307.0172

Economic Revitalization – supporting businesses & entrepreneurs

Twenty-four businesses have opened in the district since 2014. In 2017 Avoca Main Street is administered four \$10,000 matching grants for new businesses. In 2019 we received Advanced Market Research services to identify and recruit entrepreneurs to fill service gaps in our available properties. 2021 we partnered with the City of Avoca Urban Renewal Board to get \$10,000 in emergency funds to businesses who were left behind by relief fund programs. In 2021, The Avoca Flower Shop successfully competed for the Open 4 Business Grant and received funding totaling \$18,000. In 2022 we reached our \$3,00,000 benchmark of private investment in downtown. We are currently planning four ribbon-cuttings on new or transferred businesses in 2023.

Promotion – creating markets & customers

Avoca Main Street has successfully hosted a Farmers Market since 2014, providing social engagement for residents and vending opportunities for entrepreneurs. The Avoca Main Street Longest Table brings 100 diners together to celebrate our Main Street and our local food culture since 2015, and was recognized as Exceptional Special Event by the Main Street Iowa Awards in 2019 and as Outstanding Rural Event at the 2020 Iowa Tourism Awards. In 2021 we organized a Once in a Lifetime Zip Code Day on 5-15-21 that brought hundreds of customers into the district and tens of thousands of dollars of economic activity in a few hours. In 2023, we created the Meet & Mingle on Main Street retail incentive event which featured 14 downtown businesses, six pop-up shops, and two new business previews.

Design – cultivating places & spaces

Since 2014, over \$3,397,050 has been invested by the private sector in property improvements in thirty-two properties in the district and thirteen buildings have been sold. A \$75,000 Challenge Grant was awarded for façade improvements at 152 S. Elm, which won 2018 Excellent Exterior Renovation from Main Street Iowa. Over 50 historic properties were researched for the 150th anniversary downtown banner project. In 2020 another \$75,000 Challenge Grant was awarded for the Edward Carroll Building Project. In 2021, Raddberry's Bakery & Café received \$100,000 in Challenge Grant funds and three other properties utilized Design services for interior renovations. In 2022, Design dedicated \$3,000 and over sixty volunteer hours to revitalizing the City's downtown holiday streetlight décor. A representative is included in the Avoca Veterans Community Center revitalization project, spanning 2019-2025.

Organization – stimulating partners & opportunities

Our Organization Committee maintains the annual investment drive and seeks partners to meet organizational goals. In 2019 we secured \$43,000 in technical assistance grants. In 2020 we worked with Trees Forever on a Community Visioning Grant that will improve safety, access, landscaping, environmental solutions to disaster mitigation, and business/residential expansions. We are currently administering \$175,000 in grant funds to assist downtown businesses in their expansion, renovation, and preservation plans.

Pottawattamie County Funding Request

Request Date 5-8-23

Board Meeting Date _____

Organization Name: Avoca Main Street, Inc.

Are you a nonprofit organization (If yes, what type 501c3, I.E.)? Yes X / 501c4 No _____

Are you a registered not-for-profit? Yes X No _____

Organization Mailing Address: PO Box 357, Avoca, IA 51521

Program or Project Name: Avoca Main Street, Inc.

Contact Person: Amyler Mohr

Title: Executive Director

Telephone: 712-307-0172

E-Mail: main street @ city of avoca . com

Dollar Amount Requested: \$3,000.00

County Fiscal Year 2023

Total Program/Project Cost: \$213,8020.00

Will County funding be leveraged with matching funds from another source? Yes X No _____

Summary of Funding Request and Project Goals and Objectives:

The requested funds are for general operations of Avoca Main Street, a nonprofit focused on community engagement, historic preservation, and economic development.

Describe the Public Purpose(s) and specifically identify the Economic Development that will be served by the funding:

We develop education programs, provide community engagement activities, and secure access to funding to promote our downtown as the social, cultural, and economic center of our community. Our efforts to date have produced \$3,397,050 in private investment for property development and acquisition, we have net twelve new businesses, and invested nearly 13,000 volunteer hours for programs in the district. The work of our four committees averages \$362,500 in annual private investment in the district, and contributes \$37,500 in annual volunteer value.

Provide an Itemized Program/Project Budget Showing How the Funds will be expended:

Please see attached 2023 budget.

Attach additional pages if needed to fully answer any of the questions on this application

ASSURANCES FOR POTTAWATTAMIE COUNTY FUNDING

This signed page must accompany your funding request

The applicant hereby agrees and acknowledges that:

- 1) If awarded funds, the applicant will conduct operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, or physical or mental disability, and require compensation for employment at no less than the minimum wage requirements and will provide safe and sanitary working conditions;
- 2) The applicant will expend funds received from Pottawattamie County solely for public purposes on the program or project described in the funding request;
- 3) All unexpended funds received pursuant to this request shall be returned to Pottawattamie County;
- 4) This funding request and assurances document has been approved by the legally authorized governing body of the applicant, if applicable;
- 5) The facts, figures, and information contained in this funding request, including all attachments, are true and correct;
- 6) Failure to comply with the rules of this program and this assurances agreement will result in the penalty of funding forfeiture and funds received during the applicable fiscal year shall be returned to Pottawattamie County;
- 7) At any time, the Board of Supervisors may require a representative from your organization to attend a public meeting to report progress toward completion of your program or project; and
- 8) Applicant will, upon request by Pottawattamie County, provide an accounting of all expenditures of Pottawattamie County funds and further provide any other documentation deemed necessary by Pottawattamie County to provide oversight for the funds. Failure to timely comply with requests from the County under this paragraph will result in suspension of funding.
- 9) Applicant acknowledges that other stipulations and conditions may be required by the Board of Supervisors before funding is awarded.

Aroca Main Street, Inc

Name of Organization

Annie Kepp

Signature of Board President

_____ Date

Archie Molen

Signature of Executive Director (if applicable)

5-8-23

_____ Date

Approved _____ Amount _____ BOS Chairman Signature _____

David Bayer/Chief Information Officer,
Information Technology

**Discussion and/or decision to approve
Board to sign: Memorandum of
Understanding for Enhanced Security
Services between Pottawattamie County
and the Iowa Department of Management,
Office of the Chief Information Officer
(OCIO) for Cybersecurity services and
software.**

**Iowa Office of the Chief Information Officer
Contracts Declaration & Execution (“CD&E”)**

Memorandum of Understanding for Enhanced Security Services (“MOU”)		MOU Number: [Contract No. xxxxx]
State Agency’s Name: Department of Management (“DOM”), Iowa Office of the Chief Information Officer (“OCIO”)		
OCIO’s Address: 200 E. Grand Ave. Des Moines, IA 50309		
OCIO MOU Contact (“OCIO Notice Address”): ATTN: Local Government Program Manager 200 E Grand Ave, Des Moines, IA 50309 515.281.5503 government.services@iowa.gov		
Customer Name (hereafter “Customer”):		
Customer Address		
Customer MOU Contact (“Customer Notice Address”):		
MOU Effective Date (the “Effective Date”): Date of last signature below	Date of Expiration: Feb. 28, 2025	Available Annual Renewals: None
<ol style="list-style-type: none"> Introduction. This is effective as of the Effective Date. The parties may be referred to herein individually as a “Party” or collectively as the “Parties”. Purpose. Through this MOU, entered into pursuant to authority under Iowa Code chapter 8B, OCIO’s will make available to the Customer Information Technology Services, including services designed to guard against cyber attacks that could adversely impact Customer’s ability to deliver mission critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, and welfare. This MOU establishes the terms and conditions pursuant to which the Office provides these Enhanced Security Services (“ESS”). This includes the current 		

Endpoint Detection and Response (“EDR”) software used to secure devices. This MOU supersedes and replaces any pre-existing MOU between the parties for the provision of similar services.

3. **Documents Incorporated.** This MOU consists of the attachments identified below which are incorporated by this reference as if fully set forth herein, and together comprise the terms and conditions governing the relationship between the Parties. Documents incorporated by reference into this MOU are designated below:
 - Attachment A: Services & Pricing
 - Attachment B: Obligation of Parties Onboarding Plan
 - General Terms for Cybersecurity Services, available at:
<https://ocio.iowa.gov/document/general-terms-and-conditions-cybersecurity-services-0>.
 - Exhibit 7 & or IRS Publication 1075, available at:
<https://ocio.iowa.gov/document/irs-pub1075-ex7>.
 - IT Business Associate Agreement, available at:
<https://ocio.iowa.gov/document/20220224-baa-it>.
 - IT Qualified Service Organization, available at:
<https://ocio.iowa.gov/document/20220224-it-qso>.
4. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of attachment will be posted at <https://ocio.iowa.gov/contract-terms-and-conditions-templates> and electronic notice of the amended attachment will be provided to the Customer. The Customer shall be deemed to have accepted the updated Attachment unless the Customer provides notice of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days.
5. **Order of Precedence.** In the event of any conflict or inconsistency between the various provisions of this MOU, the MOU will be interpreted in accordance with the following order of preference, presented in descending order of precedence, to the extent each is incorporated by reference above:
 - 5.1. The text of this MOU, excluding any attachment;
 - 5.2. Any Attachment or Exhibit to this MOU;
 - 5.3. The General Terms;
 - 5.4. The IRS Publication 1075 document;
 - 5.5. The IT Business Associate Agreement;
 - 5.6. The IT Qualified Service Organization document.
6. **Term and Termination.** The term of this MOU shall be as stated in the table above unless terminated earlier in accordance with this provision. This MOU will begin on the Effective Date and expire on the Date of Expiration unless otherwise terminated by the parties as set forth below:
 - 6.1. **Termination by Customer.** This MOU is non-cancellable during the Term.
 - 6.2. **Termination by OCIO.** OCIO may terminate this MOU upon 90-days’ notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this MOU.
 - 6.3. **Effect of Termination.** Effective immediately upon notice of termination, Customer agrees to uninstall any and all third party software installed on Customer devices pursuant to this MOU. OCIO will cease monitoring Customer’s environment 30 days after the notice of Termination or upon expiration of this MOU, whichever is earlier.
7. **Services & Pricing.** The goods and services provided pursuant to this MOU are set forth in Attachment A.

- 7.1. Pricing. There is no cost associated with provision of services described hereunder.
- 7.2. Authorized Utilization. Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.
 - 7.2.1. **Additional Installations.** Absent an amendment, Customer may not exceed the not-to-exceed installation number. Please contact the Local Government Program Manager to receive the Installation Change Order Form.
 - 7.2.2. **Reducing Installations.** Authorized Installations may be reduced during the term of the MOU. In the event of reductions in Authorized Installations, Customer must notify OCIO within 30 days. Please contact the Local Government Program Manager to receive the Installation Change Order Form.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this MOU and have caused their duly authorized representatives to execute this MOU.

Customer, by

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The Iowa Department of Management, Office of the Chief Information Officer, by

Signature: _____

Printed Name: Matt Behrens

Title: Chief Information Officer

Date: _____

Attachment A: Services & Pricing

List of Goods/Services Provided to Local Governments

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software (CrowdStrike)

Authorized Installations: _____

Category: Security

Description: This service will provide next generation Endpoint Detection and Response (EDR) for managed endpoints including PCs, servers and other devices. The EDR platform is designed to prevent a wide range of known and unknown malware and threats and to provide protection from such threats; in addition, they provide the ability to investigate and remediate incidents that evade protection controls. Additionally this service includes 24x7 around the clock security monitoring and incident response positioned to appropriately respond to cybersecurity threats against the protected endpoints. Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in OCIO's cybersecurity services. Other county offices may participate in the same services but are not compelled to do so.

Attachment B: Obligations of the Parties

Through this MOU, Customer agrees to:

1. Install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software on other county-issued devices up to the Authorized Installations as referenced in Attachment A.
3. Inquire with the OCIO Security Operations Center ("SOC") to confirm that for each installation the SOC can see the computer on the SOC monitoring tools. Inquiries must be by email sent to: soc@iowa.gov.
4. Assist OCIO staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating or whitelisting identified issues.
5. Evaluate installation reports provided periodically by OCIO throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with OCIO staff in responding to security incidents by providing information or access as necessary to ensure security incidents are fully addressed and remediated.
7. Uninstall OCIO-provided EDR software at the end of the MOU, or as otherwise directed by OCIO.

Through this MOU, OCIO agrees to:

1. Provide EDR software to Customer so that Customer can install the EDR tool on all devices in the County Auditor's office and up to the Authorized Installations referenced in Attachment A.
2. Respond to Customer inquiries concerning the installed status of EDR software on specific devices.
3. Provide logs to Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on remediation of log entries or to whitelist the activity within the EDR monitoring tool.
4. Provide installation reports to Customer at least yearly so that Customer can determine whether or not EDR software is installed within Customer facilities up to the Authorized Installations referenced in Attachment A.
5. Work with Customer staff on an ongoing basis to evaluate security incidents identified by the EDR tool or otherwise.
6. Work with Customer staff in response to any security breach identified to provide Customer the necessary information and guidance so that Customer can respond to and remediate any security breach. This MOU does not cover additional response and remediation services offered by the

OCIO, which may be offered through a separate agreement.

7. UNINSTALL - Support the customer in the uninstallation process.

Lea Voss / Treasurer

**Discussion and/or decision to approve tax delay
pursuant to Iowa Code Section 427.9, for property
located at 2643 Avenue L, Council Bluffs, Iowa.**

Other Business

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

Discussion and/or decision to Re-appropriate funds from Board of Supervisors (Department 01) to WIC (Department 48), and to sign Resolution No. 43-2023 regarding said re-appropriation.

RESOLUTION NO. 43-2023

RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS

WHEREAS, it is desired to re-appropriate money from Board of Supervisors (Department 01) to WIC (Department 48); and

WHEREAS, said re-appropriation is in accordance with Section 331-434(6), Code of Iowa, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

SECTION 1: The sum of \$16,105 is ordered to be re-appropriated from Board of Supervisors (Department 01) to WIC (Department 48), and

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

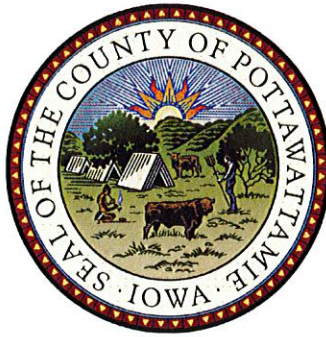
Dated this 30th Day of May, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

MELVYN J HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
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

May 24, 2023

To: Jeannette Johnson

The amounts we need for Resolutions to re-appropriate funds are as follows:

\$16,105 from 01 – Board of Supervisors to 48 – WIC

\$20,740 from 99 – Non-Department to 06 – Debt Service

Thank you~
Becky Lenihan
Finance and Tax Officer

FY 2022-2023 Pottawattamie County Budget Appropriations

DEPT #	DEPARTMENT NAME	CERTIFIED BUDGET 03/29/22	ORIGINAL 7/1/2022	AMENDMENT 8/30/2022 Reso 57-2022	AMENDMENT 32/21/2023 Reso 15-2023	Re-Appropriate 5/30/2023 Reso - XX - 2023	Original Budget With Amendments	DEPT #
01	Board of Supervisors	25,669,398	25,669,398	5,806,000	210,000	-16,105	31,669,293	01
02	Auditor	1,716,270	1,716,270				1,716,270	02
03	Treasurer	1,882,864	1,882,864				1,882,864	03
04	Attorney	3,651,302	3,651,302	200,000			3,851,302	04
05	Sheriff	9,029,809	9,029,809				9,029,809	05
06	Debt Service/Supervisors	3,494,250	3,494,250			20,740	3,514,990	06
07	Recorder	870,685	870,685				870,685	07
12	Medical Examiner	439,793	439,793				439,793	12
20	Secondary Roads	19,339,270	19,339,270		675,000		20,014,270	20
21	Veteran Affairs	452,210	452,210	34,400			486,610	21
22	Conservation	3,057,593	3,057,593	832,850	82,300		3,972,743	22
23	Physical Health & Education	1,761,753	1,761,753	56,500	246,976		2,065,229	23
24	General Assistance	234,778	234,778				234,778	24
25	DHS	388,300	388,300				388,300	25
27	Animal Control	179,474	179,474				179,474	27
29	Corrections-Jail	15,156,229	15,156,229				15,156,229	29
37	Communications-911	3,991,210	3,991,210				3,991,210	37
38	Environmental Health	699,988	699,988				699,988	38
40	Unemployment--HR	0	0	40,000			40,000	40
48	WIC	662,424	662,424			16,105	678,529	48
50	Human Resources	608,212	608,212	8,000			616,212	50
51	Building and Grounds	1,468,464	1,468,464				1,468,464	51
52	Information Services	2,310,575	2,310,575	174,300			2,484,875	52
53	Planning & Development	725,862	725,862	300,000			1,025,862	53
54	GIS	433,989	433,989				433,989	54
57	Promise Partners	436,425	436,425				436,425	57
58	CD Treatment Services	4,000	4,000				4,000	58
60	Mental Health	2,036,165	2,036,165				2,036,165	60
99	Non Departmental	22,188,796	22,188,796	5,021,841	440,866	-20,740	27,630,763	99
TOTAL		122,890,088	122,890,088	12,473,891	1,655,142	0	137,019,121	

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

Discussion and/or decision to Re-appropriate funds from Non-Department (Department 99) to Debt Service (Department 06), and to sign Resolution No. 44-2023 regarding said re-appropriation.

RESOLUTION NO. 44-2023

RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS

WHEREAS, it is desired to re-appropriate money from Non-Department (Department 99) to Debt Service (Department 06); and

WHEREAS, said re-appropriation is in accordance with Section 331-434(6), Code of Iowa, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

SECTION 1: The sum of \$20,740 is ordered to be re-appropriated from Non-Department (Department 99) to Debt Service (Department 06), and

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

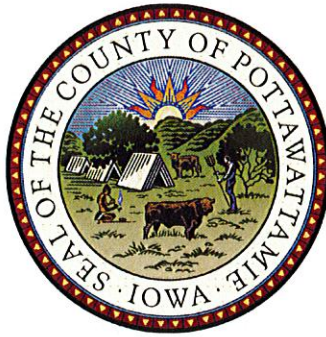
Dated this 30th Day of May, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

MELVYN J HOUSER
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May 24, 2023

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Thank you~
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FY 2022-2023 Pottawattamie County Budget Appropriations

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TOTAL		122,890,088	122,890,088	12,473,891	1,655,142	0	137,019,121	

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

RURAL TRANSIT SYSTEM JOINT PARTICIPATION AGREEMENT

This AGREEMENT is made this _____ day of _____, 2023 by and between the Southwest Iowa Planning Council (hereinafter SWIPCO) with its office in Atlantic, Iowa and Pottawattamie County (hereinafter County).

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

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

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

1. The purpose of this Agreement is to provide for the operation of a rural transit system for use by the general public within the designated geographical area with each party to this Agreement assuming their respective responsibilities determined by this Agreement.
2. This Agreement is subject to the conditions expressed in the annual agreement between SWIPCO and the Iowa Department of Transportation, Office of Public Transit, for the operation of a Regional Transit Authority with SWIPCO as Transit Director.
3. SWIPCO shall serve as Transit Director and shall have general authority and responsibility for operation of the rural transit system unless otherwise provided in this Agreement. Said responsibility and authority shall include, but not be limited to:
 - a. Operation of any vehicle under this program, including collection of the established fee per Rider for use of the vehicle.
 - b. Supervision of persons employed to operate any vehicle under this program.
 - c. Maintenance and insurance of any vehicle operated under this program.
 - d. Maintenance of the books and records regarding local operation of this rural transit system.
 - e. Establishment of the general operational budget on an annual basis.
4. County shall be a participant in the operation of this rural transit system under the general direction of SWIPCO as provided above, and shall:
 - a. Contribute **\$6,000.00** to the operation of this project, billable on July 1, 2023. In the event County contributes any motor vehicle, the County shall maintain title to said motor vehicle.
 - b. Provide for a member of the Transit Advisory Committee and may form a County Transit Advisory Committee, as needed.
5. All fees collected from the operation of this rural transit system shall be entered into the SWIPCO account and used for the operation of this program.
6. All users of this transit system shall pay an established fee in cash or check. Rules for the public use of the rural transit system shall be established by SWIPCO

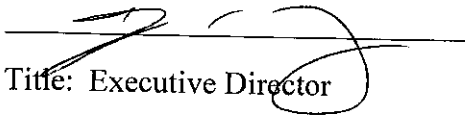
7. All parties to this Agreement shall fulfill their responsibilities and said service shall be administered in conformance with the goals and objectives of the regional and state transit plans. All parties shall cooperate in and operate services for the eight (8) counties of Transit Region 13, including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

This Agreement shall be effective from July 1, 2023, through and including June 30, 2024.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this ____ day of _____, 2023.

Southwest Iowa Planning Council

Pottawattamie County Board of Supervisors


Title: Executive Director

Title: Pottawattamie County Board Chair

**Discussion concerning Tuesday, July 4th
Board of Supervisors meeting.**

Committee Appointments

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

Received/Filed

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

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

TRAVEL INFORMATION

Name of Employee Traveling: Inv. Dan Temeyer

Department: PCSO

Destination: Las Vegas, NV

Date of Travel: FROM: 08-15-23 TO: 08-18-23

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) California Homicide Investigators Association

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 375.95
Lodging			\$ 556.00
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 124.00
Conf./Seminar Fee			\$ 399.00
Other:			
Total Estimated Cost			\$ 1,454.95

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

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TRAVEL INFORMATION

Name of Employee Traveling: Sgt. Jim Doty

Department: PCSO

Destination: Las Vegas, NV

Date of Travel: FROM: 08-15-23 TO: 08-18-23

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) California Homicide Investigators Association

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 375.95
Lodging			\$ 556.00
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 124.00
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Other:			
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TRAVEL INFORMATION

Name of Employee Traveling: Tony Kava

Department: PCSO

Destination: Las Vegas, NV

Date of Travel: FROM: 08-15-23 TO: 08-18-23

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) California Homicide Investigators Association

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 375.95
Lodging			\$ 556.00
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
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TRAVEL INFORMATION

Name of Employee Traveling: Deputy Ryan Avis

Department: PCSO

Destination: Las Vegas, NV

Date of Travel: FROM: 08-15-23 TO: 08-18-23

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

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Public Comments