Consent Agenda

November 21, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

Let the minutes reflect that today's Agenda is being amended to remove Closed Session 7A and 7B from the agenda.

1. **CONSENT AGENDA**

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

- A. November 14, 2023, Minutes as read.
- B. New Special Class C Retail Alcohol License for 5-day term, granting privileges of Special Class C Retail Alcohol License for Slush Up & Drink, LLC d/b/a Lucky Wife Wine Slushies Inc., Treynor.
- C. Jail Employment of Robyn Murray as a Certified Medication Aide.
- D. Communications Employment of Robert Stubbs as a Telecommunicator.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Miller, canvass of Shared School, and to authorize Auditor to pay election costs. UNANIMOUS VOTE. Motion Carried.

Brenda Mainwaring/President & CEO, Iowa West Foundation appeared before the Board to provide an update and discuss the 2023 Award Cycle 3. Discussion only. No action taken.

Motion by Wichman, second by Jorgensen, to approve Letter of Support for Westfair in the amount of \$125,000 from gaming.

UNANIMOUS VOTE. Motion Carried.

Motion by Jorgensen, second by Belt, to sign Certificate of Substantial Completion on Courthouse Addition Project.

UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Belt, to approve Change Order #1 on Courthouse Parking Lot Improvement Project.

UNANIMOUS VOTE. Motion Carried.

Matthew Spaccapaniccia/Utility-Scale Development Manager and Julie Drennen/Development Outreach Manager, RWE Clean Energy appeared before the Board to present wind energy concerns and setback ramifications.

Discussion only. No Action Taken.

Harry Finch/Senior Associate, Renewable Development Invenergy appeared before the Board to discuss concerns on setbacks and wind turbine siting impact. Discussion only. No Action Taken.

3. OTHER BUSINESS

Motion by Wichman, second by Jorgensen, to approve pay negotiation for the Assistant Engineer Candidate. UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Jorgensen, to accept the Board Chairman signature on the Quit Claim Deed for 42485 Mahogany Rd, Hancock; the original agreement was approved on the March 22, 2022, minutes to transfer the transfer station site to the City of Hancock. UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve EBS flex spending amount effective January 1, 2024, through December 31, 2024, with a change to the Section 125 IRS maximum from \$3,050 to \$3,200 for annual medical contribution. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Miller, to deny the New Class C Retail Liquor License for Apres Bar Co LLC d/b/a Apres Bar Co, Council Bluffs. AYES: Shea, Belt, Wichman, Miller. NAYS: Jorgensen. 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) Sheriff Payroll status change for Trey Carstens and Travis Healy.
- 2) Medical Examiner Payroll status change for Cheri Dahlheim.
- Jail Payroll status change for Tony Rubek, Ben Heath, Kyle Hacket, Doug Whittington, Riley Jones, Kenny Loghry, Tom Smith, Kyle Putnam, Mike Eckmann, Ryan Thompson, Amber Roberts, Grant Gilliam, and Chris Bradford.
- 4) Conservation Payroll status change for Samuel Raine and Hollie Larson.
- 5) Conservation Employment of Jordyn Reimer, Jake Reimer, and Taylor Hills as Rental Shop Team Leads.

6. PUBLIC COMMENTS

The following individuals appeared before the Board: Shawna Anderson, Lisa Lima, and Rosalie Solotta

7. ADJOURN

Chairman Shea adjourned the meeting at 11:50 A. M

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: November 28, 2023 PUBLISH: X

Scheduled Sessions

<u>Jerome Howard/Chief Flight</u> <u>Instructor, REVV Aviation</u>

Discussion on safety concerns on the proposed wind farm(s) in the Treynor area.

WIND FARM PROJECT

The Impact on Flight Training



11/21/2023

THE TRAINING AREA

- The West Boundary is N. Eyberg Ave
- The East Boundary is Griswold
- The North Boundary is I-80
- The South Boundary is Randolph
- Altitude is restricted to 4,500' msl
- Minimum altitude 800'agl

PROPOSED WIND FARM

- In the middle of our operations area
- Towers create obstacles to avoid (Up to 500' for the tower)
- Top of blade arc prevents maneuvers (Blade length may increase total height to 800')
- Regulatory distance to avoid obstacle
- Maneuvering above wind farm
- Emergency scenarios

PROPOSED WIND FARM AREA MAP

- Highway 6 to the North
- Gaston Ave to the South
- 275th St to the West
- 390th St to the East
- Treynor is highlighted in the square



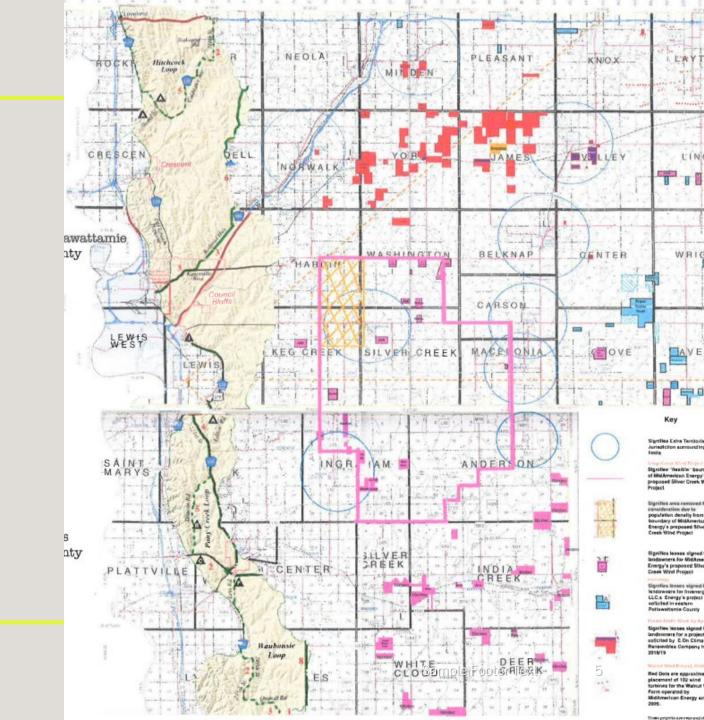
TRAINING OPERATIONS AREA

- Training area divided into 12 Sectors
- 6 North of Highway 92
- 6 South of Highway 92
- Reasonable distance from the airport
- Short egress/ingress times
- Ease of access to the practice area



LATEST MAP OF PROPOSED WIND FARM

- Clearer picture of proposed area
- Pink outline is over training area
- Covers our training to the north and south
- Uknown how many wind turbines are planned in the proposed area



11/21/2023

IMPACT ON TRAINING

- Increased cost for students and parents
- Increased wear on the aircraft
- Increased hours for students to finish
- Students will have to travel further to new training areas

- Re-negotiate with Omaha approach for airspace
- Obstacle clearance is 1000' above and 500' horizontal within 4nm of flight path
- Students will be unable to perform certain low level maneuvers

CONCLUSION

- Safety concerns for flight training
- Increased training costs for students and parents
- Increased training times.
- Impact on operations at the Council Bluffs airport
- Relocating to another training area.
- Re-negotiate with Omaha approach for new training area and airspace
- Impact on arrivals at Eppley due to higher altitudes training aircraft must fly

<u>Andy Biller/Executive Director,</u> <u>Council Bluffs Airport</u> <u>Authority</u>

Discussion on safety concerns on the proposed wind farm(s).

John Rasmussen/Engineer

Discussion and/or to approve and authorize Board to sign Resolution No. 72-2023 to add a stop sign on Overland Trail at the Cardinal Lane intersection.

RESOLUTION NO. 72-2023

RESOLUTION FOR THE ESTABLISHMENT OF A STOP SIGN AT THE INTERSECTION OF CARDINAL LANE AND OVERLAND TRAIL

WHEREAS, under the provisions of Section 321.255 and 321.236 (1.C.6) of 2021 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs.

AND WHEREAS, The County Board and County Engineer may designate certain roads as through roads and erect stop signs at specified locations to furnish access thereto or designate any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, there are currently no stop signs controlling traffic at the intersection.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Pottawattamie County on this 28 day of November, 2023, recognize Cardinal Lane as a through road and cause the erection of a stop sign on Overland Trail.

Dated this 28th day of November, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
Brian Shea, Chairman	0	0	0	0
Scott Belt	0	Ο	0	0
Tim Wichman	0	0	0	0
Susan Miller	0	0	0	0
Jeff Jorgensen	0	0	0	0
ATTEST:				
Melvyn Houser, County Audit	or			
Recommended:				

Pottawattamie County Engineer

John Rasmussen/Engineer

Discussion and/or to approve Resolution No. 73-2023 to add north and southbound stop signs at the Juniper Avenue intersection.

RESOLUTION NO. 73-2023

RESOLUTION FOR THE ESTABLISHMENT OF A STOP SIGN AT THE INTERSECTION OF JUNIPER ROAD AND 240TH STREET

WHEREAS, under the provisions of Section 321.255 and 321.236 (1.C.6) of 2021 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs.

AND WHEREAS, The County Board and County Engineer may designate certain roads as through roads and erect stop signs at specified locations to furnish access thereto or designate any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, there are currently no stop signs controlling traffic at the intersection.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Pottawattamie County on this 28 day of November, 2023, recognize a four way stop condition at Juniper Road and 240th Street and cause the erection of stop signs on 240th Street.

Dated this 28th day of November, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
Brian Shea, Chairman	0	0	0	0
Scott Belt	0	0	0	0
Tim Wichman	0	Ο	0	0
Susan Miller	0	Ο	0	0
Jeff Jorgensen	0	0	0	0
ATTEST:	or			
D. H	•			

Pottawattamie County Engineer

John Rasmussen/Engineer

Discussion and/or to approve and authorize Board Chairman to sign Preconstruction Agreement for L55 Interstate Overpass with the Iowa DOT.

IOWA DEPARTMENT OF TRANSPORTATION Preconstruction Agreement For Primary Road Project

County	Pottawattamie
Project No.	MBIN-080-4(520)230M-78
lowa DOT	
Agreement No.	2024-9-039
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and Pottawattamie County, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 80 (I-80) within Pottawattamie County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Bridge deck joint repair at the County Road L55 interchange.

2. Project Costs

a. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. I-80 through-traffic shall be maintained during the construction.
- b. It shall be necessary to temporarily close the County Road L55 overpass bridge during construction. The Contractor will not be allowed to close the road between April 1 and June 1, as well as between September 15 and November 15. Detour routes have been established for County Road L55 (see Exhibit A). The DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures shall be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. Since this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) shall cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see

Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

a. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.
- c. Structures built by the DOT over or under a primary road shall be maintained by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses shall be the responsibility of the LPA.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-9-039 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY:

By:	Date	, 20	
Chairperson			_

ATTEST:

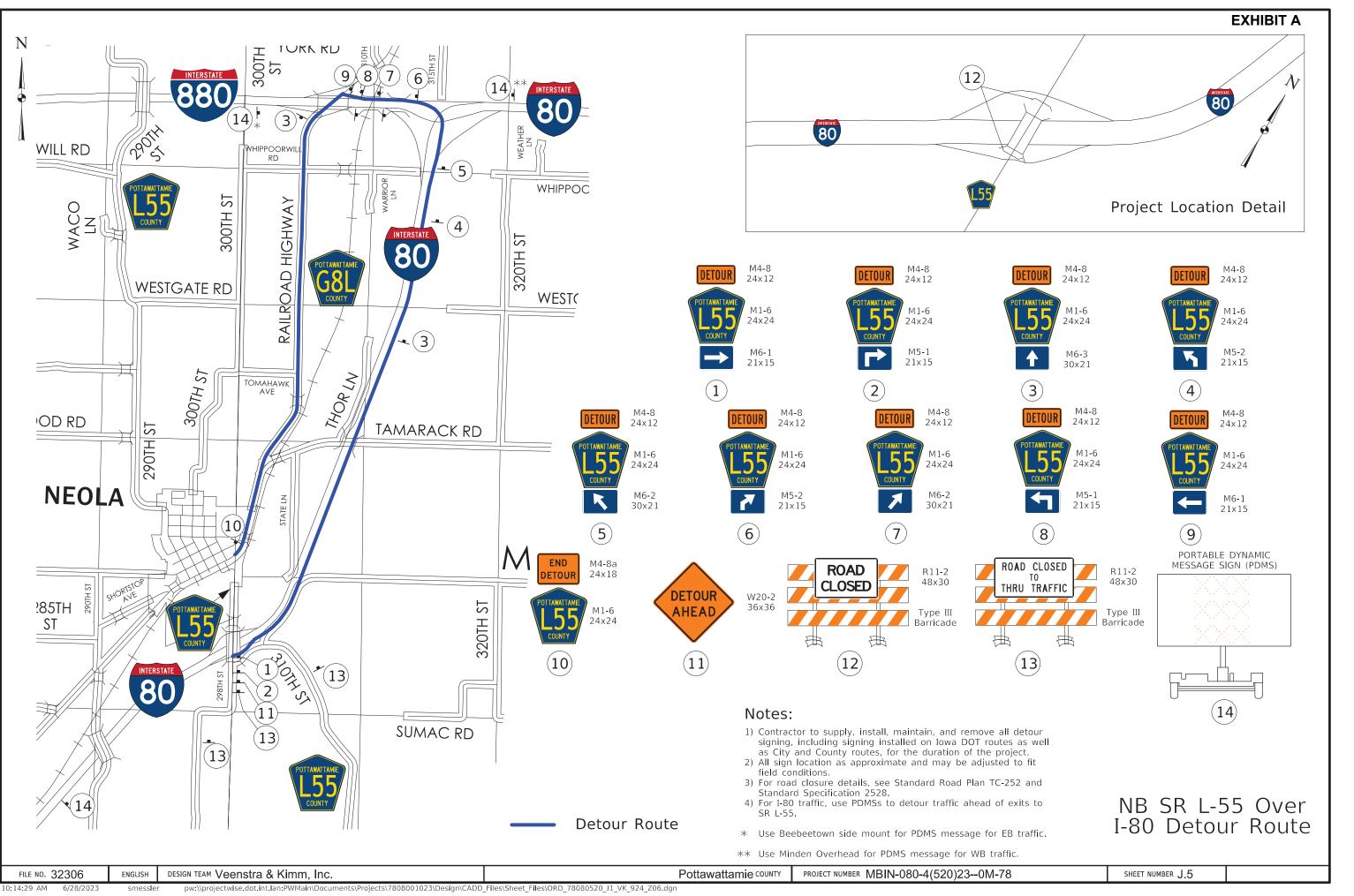
By: County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:__

_____ Date_____, 20____, 20____,

District Engineer District 4



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²⁰²⁴⁻⁹⁻⁰³⁹ PottawattamieCo

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John Rasmussen/Engineer

Discussion and/or to approve and authorize Board Chairman to sign Railroad Crossing Safety Improvement for BNSF crossing on 192nd Street (L31).



Railroad (Crossing Location Information			
County:	Pottawattamie		074396K	488.230
			FRA No. /	Milepost
Location:	192 nd Street		Council Bluffs	
	Street Name		City Name	
			RRP-RR09(208)8A	4-00
			Project	
Conto et I	nformation			
		D		
Highway	Authority Contact: John	Rasmussen		
	Office Phone No: (712) 328-5608	Email Address: john.	rasmussen@pottcour	nty-ia.gov
Railroad	Company Contact: Jacob	Rzewnicki		
	Office Phone No: (913) 551-4275	Email Address: jacol	o.rzewnicki@bnsf.com	m
Iowa DO	T Program Manager: <u>Kristo</u>	pher Klop		
	Office Phone No: (515) 239-1108	Email Address: <u>kris</u>	topher klop@iowado	t us
	011100 1 1010 1 (01 <u>0</u>) <u>200</u> 1100			
	T Project Inspector: Travis	s Tinken		
IUwa DU	1 1 10 jett inspector: <u>1 1 avis</u>			
	Office Phone No: (515) 290-5055	Email Address: trav	vis.tinken@iowadot.u	S

SECTION 1. <u>Contracting Parties</u>

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and BNSF Railway Company, hereafter called the COMPANY, and Pottawattamie County, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. <u>Purpose of Agreement</u>

The STATE, the HIGHWAY AUTHORITY and the COMPANY have determined the extent to which safety upgrades are to be performed at this crossing, including but not limited to rail safety devices and roadway enhancements. The specific safety enhancements included as part of the agreed upon scope of project are described in the *Crossing Review On-Site Report*, attached hereto and made part of this Agreement.

All safety upgrades will comply with Manual on Uniform Traffic Control Devices (MUTCD).

The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. <u>COMPANY Responsibility</u>

The COMPANY shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also ensure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. <u>Notification Requirements</u>

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing.

The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed and shall complete the Project within eighteen (18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise authorized by law, this Agreement, or in writing by the STATE.

SECTION 9. <u>Regulations Affecting this Agreement</u>

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 14 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. <u>Standard Title VI Assurances</u>

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. <u>Compliance with Buy America Requirements</u>

All portions of the project whether performed by the COMPANY or the COMPANY's contractor and HIGHWAY AUTHORITY or the HIGHWAY AUTHORITY's contractor shall be performed in compliance with applicable provisions of 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141, and Build America Buy America Act (BABAA) requirements under the Infrastructure Investment & Jobs Act (IIJA). The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

The COMPANY and HIGHWAY AUTHORITY shall maintain documentation/certification of all products of iron, steel, or a coating of steel, manufactured products, and construction materials that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY and HIGHWAY AUTHORITY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. <u>Documentation of Material and Labor</u>

The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

SECTION 13. <u>Project Inspection</u>

After notice to COMPANY's contact person, the STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods

SECTION 14. <u>Progressive and Final Payments</u>

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a final statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A". The STATE shall reimburse the COMPANY for the eligible cost of the final billing.

The COMPANY will submit one progressive bill for ten percent (10%) of the total reimbursable project costs to the HIGHWAY AUTHORITY after the signal system is constructed. The HIGHWAY AUTHORITY shall make payment of the progressive bill within 30 days of its receipt. The STATE shall audit COMPANY records after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions.

A copy of the Iowa Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement and authorizes the exemption of Iowa sales and use tax and any applicable local option sales or use tax. The STATE shall not be required to reimburse the COMPANY any state sales or use tax and any applicable local option sales or use tax.

The COMPANY shall make a good faith effort to purchase materials for the project exempt from applicable sales or use tax in other states. However, in the event the Iowa Construction Sales Tax Exemption Certificate is not accepted to exempt sales and use tax in states other than Iowa, upon submission to the STATE of documentation confirming same, the STATE shall reimburse the COMPANY for sales or use tax incurred in said other state.

SECTION 15. <u>Operation and Maintenance</u>

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. <u>Relocation or Removal of Automatic Warning System</u>

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. <u>Successors in Interest</u>

This Agreement is binding upon all successors and assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the STATE of any assignment of this Agreement.

SECTION 18. <u>No Prior Representation</u>

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. <u>Effective Date of Agreement</u>

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. <u>Termination Due to Lack of Funds</u>

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE 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, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE 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 STATE to make any payment hereunder are insufficient or unavailable for any reason as determined by the STATE in its sole discretion; or 3. If the STATE'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 STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. <u>Execution Clause</u>

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this	BNSF Railway Company
³¹ day of _ ^{July} , 20 23	By
Executed by the HIGHWAY AUTHORITY this	Pottawattamie County, Iowa
day of, 20	By Name and Title
Executed by the STATE this	STATE OF IOWA Iowa Department of Transportation
day of, 20	By
	Tamara Nicholson, PE Director, Modal Transportation Bureau



Diagnostic On-Site Safety Review

Location Data							Section	on 1		
Review Date:	J	fune 2, 2022		Road:	192	and Street/L31	DOT No.:	074	396K	
Application Initiated by:	Local	Railroad	\ge	County:	P	ottawattamie	Railroad:	BN	NSF	
initiated by.	State	Other		City:			Milepost:	48	8.23	
Section 130 - 1	0% Match F	Requirement	Railroa	d	S	Split Match: 5%:		5%:		
Roadway Proje	ect funded:		No		F	Funding Type:				
			-	Attendar	nce Dat	a	-	-	Section	on 2
	Name Robert Cook		Telephon	e Number			Affiliation			
	e Malley - train	ning				BNSFsignal Benesch				
	Tim Oster						Benesch			
Ja	cob Rzewnick	i					BNSF			
Jo	hn Rasmussen	l					County Engin	ieer		
	- · • •			Railroa	id Data	Quantity of Tr			Section	on 3
Daily From:	Train Moveme Inventory	Railroad	Main Track:	1	Sidin	Quantity of Tr a:	Spur:			
Thru Trains:	8		Amtrak:	Yes		Can two trains		ng?		
Switch Trains:	0		Train Speed		2:		es 🗌 No			
	Track Main			sing Surface e-cast	e Type	Length 40		Conditio Fair	n	
				e cust				I un		
				Roadwa	ay Data	1			Section	on 4
ADT/ % Tracks	Roadway S	urface Type:	Uncor	nsolidated	l	Agency havi	ng jurisdictior	: Pottawatta	mie Cou	nty
370/31		Condition:	Poor			School	Bus Operate	Yes	No No	
Skew Angle		Width:		28		Hazard	ous Materials	Yes	No No	
30-59	C	urb & Gutter:	Yes	No			Shoulder	Yes	No No	\times
Speed Limit		Sidewalk:	Yes 🗌	No		Shou	Ider Surfaced	Yes	No	\times
55		N	W NE	SW	SE	St	noulder Width			
Pedestriar	n Usage: Ye	s No 🖂				Is this a Hu	ump Crossing	Yes	No No	
ADA Co	ompliant: Ye	s No N	W NE	SW S	SE	If Yes, are	signs present	Yes	No	\times

Page 1 of 5

Exhibit A: Diagnostic On-Site Safety Review Form

Sian Envelope ID: 7EA0B487-0F	Existing Railro	ad and Road	dway Warning Device Data Section 5
Type:		Quantity	Other: (check if applicable)
Pavement Markings: StopBar	Yeş No RR Symbo	-	AC/DC Circuitry
Advanced Warning Signs:	Yes 🕅 No 🕅	2	Motion Sensing Circuitry
Interconnect to crossing		freq. controlled	CWT
Crossbuck Signs:	Yes 🗌 No 🔀		"No Turn" Signs Illumination
Number of Tracks Sign:	Yes 🗌 No 🔀		
ENS Signs:	Yes 🕅 No 🗌	2	Flagged by Railroad
Signal Type Lens			Pre-empted with highway Traffic Signals
Flashing Lights 8" 712"	Yes 📈 No 🗌	2	☐ Yield Signs
Cantilever 8" 12"	Yes 🗌 No 🔀		Stop Signs
Flashing Lights/Gates	Yes 🗌 No 🕅		Stop Ahead Signs
Side Lights 8" 12"	Yes 🗌 No 🔀		
Incandescents Yes		No 🗆	
Warning Devices placed per	MUTCD: Yes N	0	
If No, specify distance away	from track: fee	t.	
		Area	Data Section 6
Distance to Nearest School			
New developments that cou		└── No	
Can roadway alignment be		onsolidation of	crossings? Yes Vo 🔀
Possible crossing closure?			
Planning any road construct	ction in the future? Yes	└── No 万	N
			DOT No.:
	D	iagnostic Te	am Comments Section 7

DocuSign Envelope ID: 7EA0B487-0FF5-4A78-9FA4-69E328271AA7

Diagnostic Team Final Recom	mendations	Section 8A	
Warning Device Type and Location:	Guard Rail:	Yes 🗌 No 🔀	
Additional Applications Needed			
Section 130 Yes 🗌 No 🔀 60/20/20 Yes 🗌 No 🔀	Sidewalk ADA Modifications:	Yes 🗌 No 🖂	
Crossing closure: Yes 🗌 No 🔀			
	Bells: Quantity 2	Yes 🔀 No 🗌	
Utility/power line relocation required: Yes X No	AC/DC Circuitry:	Yes 🗌 No 🔀	
Is utility within existing road ROW: Yes No	Motion Sensing Devices:	Yes 🗌 No 🔀	
Utility company name:	Constant Warning Devices:	Yes 🔀 No 🗌	
Is commercial power available: Yes 🔀 No	Pre-empted/Interconnect:	Yes 🗌 No 🖂	
If No, distance to commercial power:	Simultaneous Advanced		
Advance Warning Signs: Yes No NW NE SW SE	Flashing Lights:	Yes 🗌 No 🔀	
Pavement Markings: Stop Bar Yes No RR Symbol Yes No	Flashing Lights and Gates:	Yes 🖂 No 🗌	
Signal House Quadrant Location: NW NE SW SE	Cantilevers and Gates:	Yes 🗌 No 🔀	
Is extra fill required Yes No (Tonnage): 100	Side Lights:	Yes 🗌 No 🔀	
Is a retaining wall needed: Yes 🔀 No			
Retaining wall clear zone distance: 30'	12" LED Lamps:	Yes 🔀 No 🗌	
Are culvert extensions required: Yes No	Track Signal Modifications:	Yes 🗌 No 🔀	
	Raised Median:	Yes 🗌 No 🔀	
	Channelizing Devices:	Yes 🗌 No 🔀	
Roadway widening required Yes No X (Width):	PTC:	Yes 🗌 No 🔀	
Roadway narrowing required Yes No X (Width):	Brush Clearing:	Yes 🗌 No 🔀	
Curb/Gutter: Yes No			
	Utility Pole Removal:	Yes 🔀 No 🗌	

Diagnostic Team Final Project Requirements

Section 8B

Item 1A - Highway Authority Requirements

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- •
- •
- •
- •
- •
- •
- •
- •
- •
- •

Item 2A - Railroad (Company) Requirements

• Relocate the power pole supply to the bungalow in the SW quadrant away from track. It is roughly 5' off edge of ties and will be relocated near bungalow placement.

• Exisiting signal lights are placed within the edge of road due to the box culvert under tracks just off edge of roadway limiting proper placement per MUTCD and railroad standards.

• The RR will work with the highway authority on placement of platform style base around signal mast base so maintainers can safely access lights for inspection and repairs.

• The RR will review possibly moving the signal in the SE quadrant back farther to the south giving them more room to place foundation.

• This was another location that was pulled before due to issues with culvert locations and signal design team concerns.

• RR is currently already doing an upgrade project at this location but it does not include gates or CWT just newer motion PMD-4. IADOT will need to approve with FHWA if we can fund since BNSF already has material ordered and planned work. Do we just pay for adding gates to system and BNSF will program CWT into software?

- •
- •
- •
- •

Item 3A - Correspondence

Date:

•

Date:

- •
- Date:

DocuSign Envelope ID: 7EA0B487-0FF5-4A78-9FA4-69E328271AA7

•

. .

Date:

Federal Aid Rail/Highway Safety Fund Program Signal Installation Eligible for Maintenance Reimbursement Under this Agreement

<u>FRA #</u>	<u>SEQ</u>	Highway Jurisdiction	Location
074396K	07	Pottawattamie County	192 nd Street

****	MAINTAIN PROPRIETARY	CONFIDENTIALITY	*****
------	----------------------	-----------------	-------

BNSF RAILWAY COMPANY FHPM ESTIMATE FOR STATE OF IOWA

LOCATION WSS ISLAND PARK TO MID AM ENERGY

PURPOSE, JUSTIFICATION AND DESCRIPTION

192ND ST./CR L31 - COUNCIL BLUFFS, IA; INSTALL GATES; HEARTLAND DIV; COUNCIL BLUFFS SUBDIV; LS 0136; MP 488.23; DOT# 074396K; SEQ# 88840.

DETAILS OF ESTIMATE

PLAN ITEM: 000354334

VERSION: 2

MONTHLY POWER UTILITY COST CENTER : 61845.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THE STATE OF IOWA IS FUNDING 90% OF THIS PROJECT, BNSF IS FUNDING 10%.

MAINTAIN PROPRIETARY CONFIDENTIALITY. PRIMARY FUNDING SOURCE IS FHWA ** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0 MH	2,787	
SIGNAL FIELD - INSTALL	112.0 MH	4,858	
PAYROLL ASSOCIATED COSTS		4,996	
DA OVERHEADS		8,296	
EQUIPMENT EXPENSES		1,699	
INSURANCE EXPENSES		1,337	
TOTAL LABOR COST		23,973	23,973

MATERIAL			

CABLE, 3C/2	150.0 FT N	1,076	
CABLE, 5C/10	50.0 FT N	112	
ELECTRICAL MATERIAL	1.0 LS N	1,500	
GATE ARM	2.0 EA N	1,177	
GATE KEEPER	2.0 EA N	2,733	
GATE MECHANISM, S-60	2.0 EA N	10,909	
MISC MATERIAL	1.0 LS N	2,000	
RELAY	1.0 EA N	750	
USE TAX		1,486	
OFFLINE TRANSPORTATION		251	
TOTAL MATERIAL COST		21,994	21,994

OTHER ********			
AC POWER SERVICE	1.0 EA N	10,000	
CONTRACT ENGINEERING	1.0 LS N	6,000	
TOTAL OTHER ITEMS COST		16,000	16,000
PROJECT SUBTOTAL			61,967
CONTINGENCIES			6,196
BILL PREPARATION FEE			682
GROSS PROJECT COST			68,845
LESS COST PAID BY BNSF			6,885
			61,960

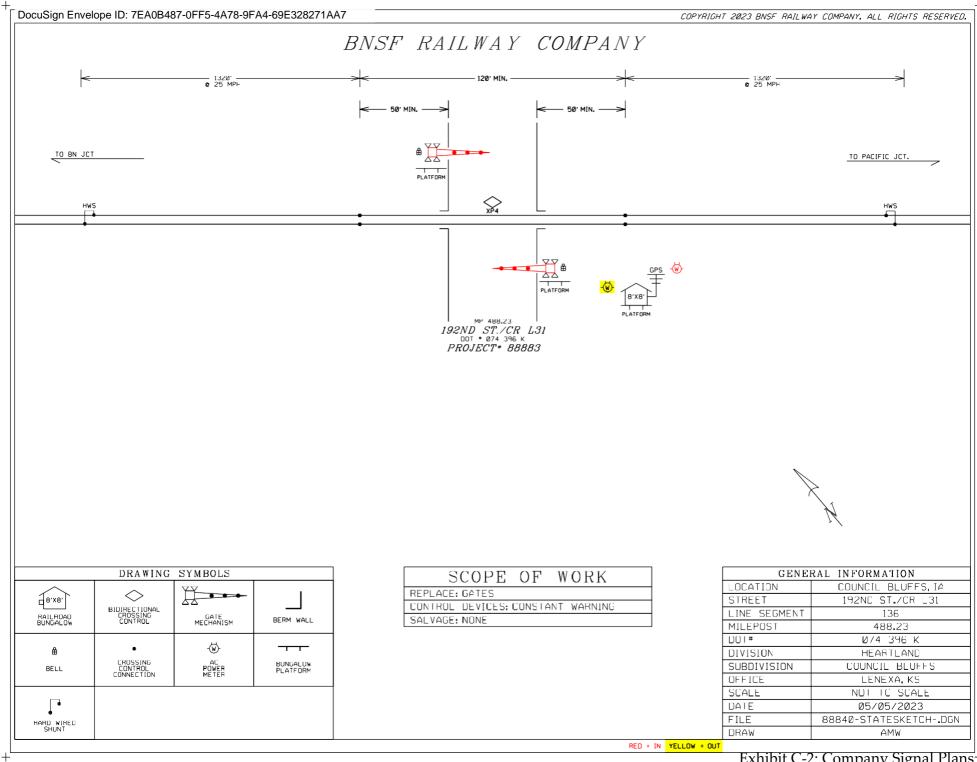


Exhibit C-2: Company Signal Plans+



Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity Iowa Department of Transportatio1.1			General Contractor or Sub contra ctor Name BNSF Railway Company	
Address 1 800 Lincoln Way		Address 1 2301 Lou Menk Drive	e	
Address 2		Address 2		
City Ames	'State IZip Code IA ()()10 0000	City Fort Worth	,.state IZip Code TX 76131	
Construction Project Name 074396K Crossing Signal Project		Type of Work Railroad		
Construction Project N RRP-RR0 (?↔)-8				

Description of contract/subcontract

Upgrade of railroad crossing active warning devices

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sale
tax. This exemption does NOT apply to materials: t and support the contractor or subcontractor that are not incorporated into the

Designated Exempt Entity Authorized Agent:______ Designated Exempt Entity Authorized Agent:_____ Designated Exempt Entity Authorized Agent:_____

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@lowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Other Business

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

Discussion and/or decision to approve revised job description and pay for the position of Hospitality and Guest Services Lead at Mt. Crescent. Pottawattamie County, Iowa Class Description

Title: Front Office Manager Hospitality and Guest Services Lead

Department: Conservation

Bargaining Unit/Grade: None/\$1<u>6</u>4-\$1<u>86</u> <u>1105/1904</u>/202<u>3</u>2 FLSA Status: Non-Exempt Job Code: Updated:

General Definition of Work

This is a <u>partSfull</u> time, seasonal <u>Hospitality and Guest Services Lead</u>Front Office Manager position that runs through the duration of the ski season. The person in this role will <u>leadassist</u> the Administrative Assistant supervise the with front office operation's such as scheduling staff, ticketing, lesson booking, responding to emails, answering phones, and opening/closing duties. The <u>Front Office ManagerHospitality and Guest Services Lead</u> will work <u>with-under the direct</u> <u>supervision of the Administrative Assistant -Conservation the Site manager</u> to ensure the front office performs to meet the expectations of guests, while keeping efficiency and accuracy in the forefront.

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.

Oversee all aspects of <u>hospitality and guest servicesFront Office</u> operations. This includes but is not limited to, ticket sales, guest services (emails, phone calls, inquiries), scheduling, group sales, season passes, and resolution of guest issues.

Assist in hiring seasonal front office staff in collaboration with the Site Manager.

Facilitate and organize the pre-season, and ongoing<u>Assist with</u> training of front office staff, this will include all aspects of the front office such as POS machine, close out the POS terminal, balancing the cash drawer, filling out all paperwork necessary to accurately account for sales.

Responsible for<u>Assist with</u> scheduling of Front Office employees to meet demand based on hours of operation, special events, and level of business. Collaborate with other departments and Site Manager for creating more functional schedules.

Keeping track of all front office supplies and retail items. Notify Site Manager of the need to order items as needed.

Ensure that proper<u>Assist with</u> documentation of all training is complete, and records are filed correctly.

<u>Supervise Front OfficeLead</u> <u>s</u>Staff members, including supervision of daily activities and operations within the front office based on demand. <u>Assist with d</u>Delegation of daily job assignments keeping in mind business levels and customer needs.

Commented [JF1]: Let's spell this out a little more. Nothing elaborate but a few more details that help flesh out the main duties.

Page 1|3

Pottawattamie County, Iowa Class Description

Full knowledge of emergency procedures and protocols with the ability to train office staff on these procedures.

Assist guests with all aspects of ticketing, including but not limited to; lift tickets, rental equipment, retail merchandise, season passes, and ski and snowboard school.

Ability to perform all opening and closing tasks daily.

Be well-informed of all resort information, work closely with other departments to collaborate on business levels, group business & special events.

Maintaining an orderly and clean work environment. Maintain a neat and well displayed front office.

Provide excellent customer service.

Effectively interact with all management staff and co-workers across all departments to support progress toward the overall organizational goals and objectives.

Work in other departments when needed and perform other duties as assigned.

Minimum Qualifications

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

Special Qualifications:

Prior Front Office experience is preferred as well as prior supervisor experience. Must be reliable and punctual and have own transportation. Work well under pressure, ability follow policies and procedures, demonstrates ability to work as a team and can foster a positive, fun, and safe work environment. Flexibility to work during evenings, weekends, and holidays.

Job Specifications

1-2 years of experience working in the snow sports industry or hospitality.

1-2 years of experience supervising other employees.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to work both indoors and outdoors.

Ability to use Microsoft Office programs such as Word and Excel.

Pottawattamie County, Iowa Class Description

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 indoors and 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 stand for extended periods of time.

An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 50 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel, and operate the following: kitchen equipment, computers, hand tools, and any other pieces of equipment that are used to perform the essential functions of the job.

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.

Committee Appointments

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

Received/Filed

Appendix A 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. Completed form must accompany any claims sent for payment or reimbursement.

TRAVEL INFORMATION

Name of Employee Traveling: Chris Nelsen	
Department: GIS	
Destination: San Diego, CA	
Date of Travel: FROM: 7/14/2024	TO: <u>7/19/2024</u>
Name of Elected Official/Department Head Authoriz	ing Travel: Jamie Petersen
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) ESRI User Conference 2024

Expense					Cost Estimate
Transportation	Mileage	Airfare	X		850
Lodging					1800
Meals: Breakfast	Included	Not Included	х		407 per GSA
Lunch	Included	Not Included			
Dinner	Included	Not Included	х		
Conf./Seminar Fee					
Other:		Taxi/Uber A	irpor	t	50.00
Total Estimated Cost					\$ 3107

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 diemat <u>www.gsa.gov</u> 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.

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Baden Luna	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Ski/Snowboard Instructor	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$25.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Dennis Schaeppi	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Ski/Snowboard Instructor	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$25.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Mark Shoemaker

Date

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
scott vanarsdale	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Ski/Snowboard Instructor	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$25.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Mark Shoemaker

Date

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Gabor Czako	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Ski/Snowboard Instructor	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$22.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
N/A N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

11/21/2023

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Toni Henderson	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Ski/Snowboard Instructor	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$21.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Mark Shoemaker

Date

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Howard Roorda	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Chair Lift Operator	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$15.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
N/A N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
James Rauch	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Chair Lift Operator	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$15.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Kirk Pulliam	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Chair Lift Attendant	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$13.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

11/21/2023

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Xavier Yarges	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Chair Lift Operator	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$14.50
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Evan Wham	12/03/3023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Rental Shop Team Member	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$13.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

Please **COMPLETE** for Board of Supervisors approval **BEFORE** Hire Date of an Employee, if possible.

[Board Executive Assistant is required to put on Board's Agenda]

IF you NEED help or have questions please call AUDITOR'S OFFICE PAYROLL/BENEFITS 712-328-5700

Employee	Hire Date
Fallon Rooks	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Kitchen Staff Team Member	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$14.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Mark Shoemaker

Date

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Employee	Hire Date
Cynthia Blanchard	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Kitchen Staff Team Member	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$13.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
N/A N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

11/21/2023

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Employee	Hire Date
RYAN DIBBEN	11/27/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Snowmaking Team Member	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$15.50
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Mark Shoemaker

Date

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Employee	Hire Date
Bryan Hunt	12/03/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Snowmaking Team Member	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$17.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
✓ N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

11/21/2023

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Employee	Hire Date
Jason Kyzer	11/20/2023
Department	Budget Line Item Number
Crescent Ridge Ski Hill	8000-42-0420-000-10100-115
Position Title	Position Type
Snow Sports School Coordinator	Existing Position (filling vacancy)
Grade & Step	Hourly Rate
NA	\$17.00
Employee Classification	Employee Status
Non-Exempt {Hourly}	Seasonal
Employee Pay Schedule	Employee Time Entry
Non - Union	ESS
Employee Qualifies For: [Check all boxes that apply]	
N/A	
Vacation	
Sick Leave	
Personal Leave [mostly department heads receive]	

Compensatory Time

Department Authorization

Date

Mark Shoemaker

11/21/2023

MELVYN J HOUSER POTTAWATTAMIE COUNTY AUDITOR AND ELECTION COMMISSIONER PO BOX 649 COUNCIL BLUFFS, IOWA 51502-0649



Pottawattamie County Payroll Department Phone: 712-328-5700 Option 6 Internal Extension: 3015 or 3027 SECURE Fax: 712-328-4781

EMPLOYEE PAYROLL STATUS CHANGE

Name	Graeve	First Amy	МІ
Department	Crescent Ridge Ski Hill		

	Current	New
Step & Grade	N/A	N/A
Hourly Rate	\$ 15.00	\$ 18.00
Longevity	\$ 0.00	\$ 0.00
Shift Differential	\$ 0.00	\$ 0.00
Total	\$ 15.00	\$ 18.00
Job Title Hospitality and Guest Services Lead		
Budget Line Item Number 42-0420-000-10100-115		
Check Boxes that are appropriate for Employee Status:		
Full	Time 🔽 Part Time	Seasonal Temporary
Exer	mpt 🖳 Non-Exempt	
Unic		

Exempt Union

Part Tir	me
Non-Ex	empt
Non-Ur	nion

Reason for change	Promotion to Lead
Effective Date	11/19/2023
Job Classification Date	
Hire Date	10/21/2023

en Elected Official/Department Head Signature

23 Date 11/22/

Public Comments

Study Session

Closed Session